

Contractor's Vendor Code Number: _____



**COMMONWEALTH OF MASSACHUSETTS
STANDARD VERTICAL CONSTRUCTION CONTRACT
For Projects Over \$150,000 Subject to M.G.L. c149, §44A -F**

OWNER - CONTRACTOR AGREEMENT

Awarding Authority: **DEPARTMENT OF MENTAL HEALTH**

Department Code: **DMH**

This agreement ("Contract") is made as of the _____ day of _____, 2021, by and between the Commonwealth of Massachusetts acting by and through the Awarding Authority identified above with a principal place of business at **167 Lyman Street Westborough, MA 01581**,

and _____, a Contractor with a principal place of business at _____, hereinafter called the "Contractor."

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:

Article 1. Scope of Work. The Work under this Contract is defined as all work required by the Contract Documents for the **Demolition and Roof Replacement at H.C. Solomon Mental Health Center 391 Varnum Avenue Lowell, Massachusetts 01854** DMH Project No. 2021-070, in accordance with and as described in the Plans and Specifications dated January 15, 2021, prepared by Fred Bergstrom, DMH Project Engineer.

Article 2. Time for Completion. The Contractor shall commence the Work under this Contract on the date specified in the written “Notice to Proceed,” and shall, within ninety days (90) days after such date, bring the Work to Substantial Completion and to the point at which a Certificate of Agency Use and Occupancy may be issued, and shall bring the Work to Final Acceptance within 45 days after the date specified for Substantial Completion.

Article 3. Contract Price. The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of

_____ dollars (\$_____). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor’s General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Alternate No(s): N/A

Article 4. Approved Subcontractors. The filed Subcontractors listed in the Contractor’s General Bid submitted by the Contractor have been approved for the performance of the specified portions of the Work subject to the Commonwealth’s verification that they have complied with state corporation and partnership registration laws. No other filed Subcontractors and no non-filed Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Awarding Authority.

Article 5. Certifications. Pursuant to M.G.L. c. 62(c), s.49 (a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, s. 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

Article 6. The Contract Documents: The following documents form the Contract, are incorporated by reference herein, and are referred to as the “Contract Documents:”

- 1) The Instructions to Bidders
- 2) The General Bid submitted by the Contractor
- 3) This Owner — Contractor Agreement
- 4) The General Conditions of the Contract
 - 4a) The Supplementary General Conditions [Note: the term “Supplementary General Conditions” may also refer to Division 1 of the Specifications.]
- 5) The Plans and Specifications, including Addenda identified in Article 1 above
- 6) All Approved Change Orders issued after execution of this Owner - Contractor Agreement
- 7) Any other documents that DMH deems are needed to complete project paperwork

Article 7. Liquidated Damages. For the purposes of Article VI of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

\$ 500.00 per day

Article 9. Additional Insurance Provisions. The insurance requirements set forth in Article XIV of the General Conditions of the Contract are supplemented by the provisions, if any, appearing in Exhibit A attached hereto and incorporated herein.

NONE.

In witness whereof, the parties hereto have caused this instrument to be executed under seal as of the date set forth above.

CONTRACTOR:

Print Name: _____

Sign Name: _____

Title: _____

Date: _____

AWARDING AUTHORITY: DEPARTMENT OF MENTAL HEALTH (DMH)

By executing this Agreement, the undersigned authorized signatory of the Awarding Authority, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that this Contract is executed in accordance with a prior approval of the Division of Capital Asset Management and Maintenance, and further certifies under the penalties of perjury that all the applicable provisions of M.G.L. c.149, §44J, have been complied with.

Print Name: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A to the Owner-Contractor Agreement

Additional Insurance Provisions

NONE.

EXHIBIT B to the Owner-Contractor Agreement

Forms Used During Contract Award and Execution

- Executive Orders 481 & 504 Contractor Certifications
- 100% Payment Bond
- 100% Performance Bond
- Award Letter
- Prompt Payment Discount
- Certificate of Compliance with State Tax Laws and With Unemployment Compensation Contribution Requirements
- Certificate of Compliance with Employment Eligibility Verification Requirements (I-9)
- Request for Taxpayer Identification Number and Certification (W-9) (2 pages)
- Commonwealth of Massachusetts Contractor Authorized Signatory Listing (2 pages)
- Electronic Funds Transfer Sign Up Form
- Evidence of Property Insurance Form
- Notice To Proceed (Letter to Proceed)
- Any other document/form not listed here that DMH needs the Contractor to complete