

**Contractor's DCAMM Certification Number:**

**Contractor's Vendor Code Number:**



**COMMONWEALTH OF MASSACHUSETTS  
STANDARD VERTICAL CONSTRUCTION CONTRACT  
For Projects Over \$100,000 Subject to M.G.L. c149, §44A -F**

**OWNER - CONTRACTOR AGREEMENT**

**Awarding Authority:** Department of Mental Health, Engineering and Facilities Management

This agreement ("Contract") is made as of the \_\_\_\_ day of \_\_\_\_, 20\_\_, 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 \_\_\_\_\_ 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 work to provide all labor, material, tools, equipment, and supervision necessary to remove approximate 21,600 square foot roofing system and to complete the installation of an EPDM membrane fully-adhered roofing system including a raised timber parapet, flashings and insulation as specified in the Specifications and as indicated on the Drawings in accordance with the manufacturer's most current specification's and details. **DMH Project No. 2020-010**, in

accordance with and as described in the Plans and Specifications dated July 5, 2019, prepared by **Michael Rongione, PARE Corporation** (“Designer”), as modified by Addenda Nos. \_\_\_\_  
dated \_\_\_\_20\_\_\_\_.

**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 **60 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.

**Article 4. 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:”

- The Instructions to Bidders
- The General Bid submitted by the Contractor
- This Owner — Contractor Agreement
- The General Conditions of the Contract
  - The Supplementary General Conditions [Note: the term “Supplementary General Conditions” may also refer to Division 1 of the Specifications.]
- The Plans and Specifications, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Owner - Contractor Agreement

**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:

**\$1,000.00 per day**

**Article 8. 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.

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

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AWARDING AUTHORITY:**

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.

By: Department of Mental Health

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A to the Owner-Contractor Agreement**

**Additional Insurance Provisions**

*(Insert any additions or modifications to the Insurance Requirements contained in Article XIV of the General Conditions of the Contract here or indicate “None.”)*

**NONE**

**EXHIBIT B to the Owner-Contractor Agreement**

**Forms Used During Contract Award and Execution**

- 100% Payment Bond
- 100% Performance Bond
- Notice to Proceed
- Certificate of Corporate Vote
- Certificate of Joint Venture (Including Signature Authority)(2 pages)
- Certificate of Compliance with State Tax Law and with Unemployment Compensation Contribution Requirements
- Workforce Certification-Certificate of Compliance with Certain Workforce Related Legal Requirements
- Executive Order 481
- Executive Order 504 Contractor Certification
- 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)
- Commonwealth Terms and Conditions
- Electronic Funds Transfer Sign up Form
- Owner Contractor Agreement (2 original copies needed)
- Certificate of Insurance evidencing coverages in amounts required by the Contract
- Any other documents that the Awarding Authority may reasonably require in connection with the Contractor's execution of the Contract.