

OWNER / CONTRACTOR AGREEMENT

THIS AGREEMENT made this 21st day of March, 2022, by and between the **Town of Montague** hereinafter called the "Owner", and **H.M. Nunes & Sons Construction, Inc.**, 82 Carmelina's Circle, Ludlow, MA 01056, hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all the Work required by the Contract Documents for the **Avenue A Streetscape Phase 3 Construction Project**, prepared by Berkshire Design Group, Inc., dated January 5, 2022, acting as the Landscape Architect/Engineer, and referred to in these Contract Documents as the "Landscape Architect/Engineer".

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to Substantial Completion within 180 calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with the Conditions of the Contract.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order(s) the Contract Sum of **One Hundred Seventy-Two Thousand Eight Hundred Dollars and no cents; \$172,800.00.**

Article 4. THE CONTRACT DOCUMENTS: The following, together with this Agreement form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: the Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents; the Drawings as enumerated in the List of Contract Drawings; Addenda; and Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

Article 5. ALTERNATES:

The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement:

Alternate No: *NONE ACCEPTED*

Article 6. REAP CERTIFICATION: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

H.M. Nunes & Sons Construction, Inc.:

Town of Montague:

(Name of Contractor)

Chair

Address

Telephone Number

(SEAL)

(SEAL)

ATTEST: _____
(Signature)

ATTEST: _____
Town Clerk

Name: _____
(Please print or type)

Name: _____
(Please print or type)

Witness: _____

If a corporation, attach to each signed Contract a notarized copy of the corporate vote authorizing the signatory to sign this Contract).

Approval of Contract as to Appropriate Procurement Method:

Signed: _____

Date: _____

Name: **Steven Ellis, Chief Procurement Officer**

As required by Massachusetts General Laws, Chapter 44, Section 31C, this is to certify that the Town of Montague, Massachusetts, has secured a Community Development Block Grant from the Massachusetts Department of Housing and Community Development for the funding of the project named herein.

Signed: _____

Date: _____

Name: **Carolyn Olsen, Town Accountant**