

STANDARD FORM OF CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, MCA TITLE 27, CHAPTER 5

This **CONTRACT** is made as of:

(date)

BETWEEN:

[FIRM NAME]
[ADDRESS]
[CITY, STATE, ZIP]
[PHONE, FAX]

Herein after identified as the “**CONTRACTOR**” and the State of Montana, acting through its Director, Campus Planning, Design, and Construction, hereinafter identified as the “**OWNER**”:

*State of Montana
Montana State University
Campus Planning, Design, and Construction
Plew Building 6th & Grant, PO Box 172760
Bozeman, Montana 59717-2760*

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

ARTICLE 1 – SCOPE OF WORK

The Contractor shall perform all Work as shown in the Contract Documents entitled:

[PROJECT NAME]

PPA NO.: [PPA NO.]

Bid Documents Dated: (alpha date)

As prepared by:

[FIRM NAME]
[ADDRESS]
[CITY, STATE, ZIP]
[PHONE, FAX]

Hereinafter identified as the “**ARCHITECT/ENGINEER**.”

ARTICLE 2 – TIME OF COMPLETION

As time is of the essence in performance, coordination, and completion of the Work contemplated under this Contract, the Work to be performed shall commence on a date set forth by the Owner in a written “Notice To Proceed” and shall be completed Within or by:
CONSECUTIVE CALENDAR DAYS.

If the Work is not completed within the time specified, the Owner may assess liquidated damages in the amount of:

[DOLLARS IN ALPHA] DOLLARS (\$numeric) PER CALENDAR DAY.

ARTICLE 3 – CONTRACT SUM

The Owner shall pay the Contractor for performance of the Work, subject to additions and/or deductions by Change Order or damages as provided in the Contract Documents, the Contract Sum of:

[DOLLARS IN ALPHA] DOLLARS (\$(dollars in numeric)).

ARTICLE 4 – PROGRESS PAYMENTS

The Owner shall make payments on account in accordance with the Contract Documents as follows: Ninety-Five (95%) of the portion of the Contract Sum for labor, materials, and equipment incorporated in the Work and for materials suitable stored. The Contractor shall be aware that the Owner has thirty-five (35) calendar days upon receipt in which to make approval and payment without being in

violation of statute or being subject to the accrual of interest shall, or the need to make written notice or justification to deny payment in whole or in part. The Contractor shall, within seven (7) calendar days following receipt of payment from the Owner, make payment to subcontractor(s).

ARTICLE 5 – FINAL PAYMENT

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when: 1) the Work is completed in accordance with the Contract Documents; 2) the Contract fully performed; 3) a final Form 101, Periodic Estimate for Partial Payment showing the final correct amounts is approved by the Architect/Engineer; 4) a Form 106, "Contractor's Affidavit of Completion, Payment of Debts and Claims, and Release of Liens" is completed and submitted; and 5) a Form 103, "Consent of Surety Company To Final Payment" if required, is completed and submitted.

ARTICLE 6 – CONTRACT DOCUMENTS

The Contract Documents, together with this Contract, form the entire Contract and Agreement between the Contractor and Owner. The Contract Documents, which are totally and completely a part of this Contract as if attached hereto or repeated herein, are enumerated in the General Conditions of the Contract for Construction inclusive of Wage Rates, Reports, and all other items bound with the Specifications and/or Project Manual(s).

ARTICLE 7 – PREVAILING WAGE SCHEDULE

The Contractor and all subcontractors at any tier or level shall, as a minimum, pay the standard prevailing rate of wages schedule (including per diem, fringe benefits for health, welfare, and pension contributions and travel allowance) in effect and as applicable to the district in which the Work is being performed.

ARTICLE 8 – VENUE

In the event of any mediation, arbitration, or litigation concerning any matter or dispute arising out of or related to the Contract, venue shall be the Eighteenth Judicial District in and for the County of Gallatin, Montana. The Contract shall be interpreted and subject to the laws of the State of Montana.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

Other documents if any forming part of these contract documents are as follows:

Addendum #1 dated: _____ Addendum #2 dated: _____ Addendum #3 dated: _____

Contractor's Bid Proposal dated: _____

Contractor's Revised Proposal dated: _____

EXECUTION OF THIS CONTRACT

This Contract is entered into as of the day and year first written above:

CONTRACTOR: (COMPANY)
(ADDRESS)
(CITY, STATE, ZIP)
(PHONE, FAX)

OWNER: STATE OF MONTANA
MONTANA STATE UNIVERSITY
CAMPUS PLANNING, DESIGN, AND
CONSTRUCTION
6TH & GRANT AVENUE, P.O. Box 172760
BOZEMAN, MONTANA 59717-2760

(Signature)

(Print Name)

(Title)

(Date)

Walt Banziger, Director

(Date)

Contractor's Registration Certificate No. _____

Federal Tax Identification No. _____

Incorporated? _____ No _____ yes

Please refer to PPA No. in all correspondence.