

Mississippi State University
Office of Planning Design and Construction Administration

**STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR
SECTION 00500**

This Agreement made the _____ day of _____, 20____
between the Owner,

Mississippi State University
P. O. Box 5307
Mississippi State, Mississippi 39762

and the Contractor:

Business Name _____

Address _____

City/State/Zip _____

Fax: _____ Email: _____

The Contractor is a (check and complete one of the following):

CORPORATION or LLC solely organized and existing under the laws of the State of

_____ and having its principal office in

_____, _____, _____

(City)

(County)

(State)

PARTNERSHIP of the following (list all partners):

SOLE PROPRIETORSHIP

For the following Project:

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

OWNER: MISSISSIPPI STATE UNIVERSITY

CONTRACTOR:

By: _____
(Signature)

(Signature)

Jennifer Mayfield, Interim Deputy Director Procurement and Contracts

(Name and Title)

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THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS
THE WORK

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated _____

1.2.3 Addenda
Addendum No. 1, dated _____
Addendum No. 2, dated _____
Addendum No. 3, dated _____
Addendum No. 4, dated _____
Addendum No. 5, dated _____

1.2.4 Drawings dated _____

1.2.5.1 Other documents, dated _____

ARTICLE 2: CONTRACT SUM

2.1 CONTRACT SUM

2.1.1 The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of _____ Dollars

(\$ _____). The Contract sum is determined as follows:

Base Bid		\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Total Contract Sum		\$ _____

2.2 LIQUIDATED DAMAGES

2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of _____ Dollars (\$ _____) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 TIME

3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later than _____ calendar days from the date stated in the *Notice to Proceed*.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

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4.1 **PROGRESS PAYMENTS**

4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract sum to the Contractor as provided in the Contract Documents.

4.2 **FINAL PAYMENT**

4.2.1 Final payment constituting the entire balance of the Contract sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISION

5.1 **DEFINITION OF TERMS**

5.1.1 Terms used in this Agreement which are defined in the Conditions of the Contract will have the meanings designated in those Conditions.

5.2 **CONTRACTOR'S INTEREST IN AGREEMENT**

5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 **PROFESSIONAL**

5.3.1 The Professional assigned to this Project is as follows:

Name _____

Address _____

Telephone _____ Fax Number _____ E-Mail _____

*** END OF SECTION ***