

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)

Don Buffum  
Associate Vice President & Chief Procurement Officer

\_\_\_\_\_  
(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 \_\_\_\_\_

**BIDDING REQUIREMENTS**

Advertisement for Bids  
Instructions to Bidders  
Proposal Form

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

**CONTRACT BOND**

**POWER OF ATTORNEY**

**CERTIFICATE OF INSURANCE**

**CONDITIONS OF THE CONTRACT**

General Conditions  
Supplementary Conditions  
Labor Requirements  
Mississippi State University Mandatory Construction Addendum  
Division One Supplement  
Mississippi State University Additional Conditions  
Addenda

**SPECIFICATIONS (check the specs listed on the contents and included in the manual)**

Division 01: General Requirements  
 Division 01: Supplements  
 Division 02: Existing Conditions  
 Division 03: Concrete  
 Division 04: Masonry  
 Division 05: Metals  
 Division 06: Wood, Plastics, and Composites  
 Division 07: Thermal and Moisture Protection  
 Division 08: Openings  
 Division 09: Finishes  
 Division 10: Specialties  
 Division 11: Equipment  
 Division 12: Furnishings  
 Division 13: Special Construction  
 Division 14: Conveying Systems  
 Division 21: Fire Suppression  
 Division 22: Plumbing  
 Division 23: Heating, Ventilation, and Air Conditioning (HVAC)  
 Division 25: Integrated Automation  
 Division 26: Electrical  
 Division 27: Communications  
 Division 28: electronic Safety and Security  
 Division 31: Earthwork  
 Division 32: Exterior Improvements  
 Division 33: Utilities  
 Division 34: Transportation  
 Division 35: Waterway and Marine Construction  
 Division 40: Process Integration  
 Division 41: Material Processing and Handling Equipment  
 Division 42: Process Heating, Cooling, and Drying Equipment

1.2.3 Addenda  
Addendum No. 1, dated \_\_\_\_\_

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Addendum No. 2, dated \_\_\_\_\_  
Addendum No. 3, dated \_\_\_\_\_  
Addendum No. 4, dated \_\_\_\_\_  
Addendum No. 5, dated \_\_\_\_\_

1.2.4 Drawings dated  
Sheets No. \_\_\_\_\_ through \_\_\_\_\_  
Sheets No. \_\_\_\_\_ through \_\_\_\_\_  
Sheets No. \_\_\_\_\_ through \_\_\_\_\_  
Sheets No. \_\_\_\_\_ through \_\_\_\_\_  
Sheets No. \_\_\_\_\_ through \_\_\_\_\_

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		\$ _____
Modifications	( ) Adds ( ) Deducts	\$ _____
Negotiations		
Alternate No. _____	( ) Adds ( ) Deducts	\$ _____
Alternate No. _____	( ) Adds ( ) Deducts	\$ _____
Alternate No. _____	( ) Adds ( ) Deducts	\$ _____
Alternate No. _____	( ) Adds ( ) Deducts	\$ _____
Alternate No. _____	( ) Adds ( ) Deducts	\$ _____
<b>Total Contract Sum</b>		\$ _____

**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**

**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**

Mississippi State University  
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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 \*\*\*