STATE OF MONTANA

DEPARTMENT OF ADMINISTRATION

ARCHITECTURE AND ENGINEERING DIVISION

1520 East Sixth Avenue • P.O. Box 200103 • Helena MT 59620-0103

Phone: 406 444-3104 • Fax: 406 444-3399

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: February 3, 2022

BETWEEN:

[FIRM NAME]
[ADDRESS]
[CITY, STATE, ZIP]
Phone: ***(000) 000-0000*** FAX: ***(000) 000-0000***

Hereinafter identified as the "**CONTRACTOR**" and the State of Montana, acting through its Director, Department of Administration, hereinafter identified as the "**OWNER**":

Department of Administration, State of Montana
P.O. Box 200103, 1520 East Sixth Avenue
Helena, MT 59620-0103

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]
[AGENCY NAME]
A/E PROJECT #]

As prepared by:

[FIRM NAME]
[ADDRESS]
[CITY, STATE, ZIP]
Phone: ***(000) 000-0000*** FAX: ***(000) 000-0000***

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:

(__**0**__)CONSECUTIVE CALENDAR DAYS.

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

And 00/100 Dollars (_____)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:

And 00/100 Dollars (_____)

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 suitably 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 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" 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 First Judicial District in and for the County of Lewis and Clark, Montana. The Contract shall be interpreted and subject to the laws of the State of Montana.

EXECUTION OF THIS CONTRACT

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

Contractor:

_____
Signature

_____
(print name)

_____
Title

Is this company incorporated? Yes ☐ No ☐

Owner:

DEPARTMENT OF ADMINISTRATION
STATE OF MONTANA

_____
RUSS KATHERMAN, P.E.
Administrator, Architecture & Engineering Division
for the DIRECTOR, DEPARTMENT OF ADMINISTRATION

_____
Date