

Agreement

Between Owner and Contractor

Where the Basis of Payment is a
Stipulated Sum.

AGREEMENT

made as of the <<Number, e.g. "2nd">> day of <<Month>>
in the year of <<Year number in words>>.

BETWEEN THE OWNER:

State of Tennessee, via the Contracting Agency:

<<State Procurement Agency>>

<<Street or P.O. Box>>

<<City, State, Zip Code>>

AND THE CONTRACTOR:

<<Contractor Name>>

<<Street or P.O. Box>>

<<City, State, Zip Code>>

ACH Address: <<Street or P.O. Box>>

<<City, State, Zip Code>>

THE PROJECT:

<<SBC Number>>

<<Campus or Institution Name>>

<<Project Title Designated by Owner>>

THE DESIGNER:

<<Designer Name>>

<<Street or P.O. Box>>

<<City, State, Zip Code>>

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW.

See Appendix 3 for UT Revised Version

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ARTICLE 1 – THE WORK AND THE CONTRACT DOCUMENTS

- 1.1 The Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.
- 1.2 The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.
- 1.3 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 1.4 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
 1. This Agreement.<<Continued list of Contract Documents including applicable drawings, project manual, and addenda>>

See Appendix 3 for UT Revised Version

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ARTICLE 2 – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved in
<<Number of calendar days from and including the date stipulated in the Notice to Proceed>>
- 2.2 Liquidated Damages, as set forth in the Conditions of the Contract, are
<<Dollar amount per calendar day>>

ARTICLE 3 – CONTRACT SUM

- 3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to Modifications as provided in the Contract Documents, the Contract Sum of
<<Contract Sum in words>>
(\$<<Contract Sum in numbers>>)
- 3.2 The Contract Sum is determined as follows:
<<Listing of base bid and any alternates and total>>
- 3.3 The following Unit Prices will be used as specified:
<<Listing or statement of none established at initial award>>

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This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

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

BY CONTRACTOR: <<Contractor Name>>

Signature: _____

Name: _____

Title: _____

AND BY OWNER: State of Tennessee,
<<State Procurement Agency>>

By: _____

Head of Higher Education Institution
<<Name>>
<<Title>>

Approved: _____

Head of Financial Office
<<Name>>
<<Title>>

Approved: _____

Head of Legal Office
<<Name>>
<<Title>>

Approved: _____

Head of State Procurement Agency
<<Name>>
<<Title>>

Approved: _____

State Architect

END OF AGREEMENT FORM for the Project titled:

<<SBC Number>>

<<Campus or Institution Name>>

<<Project Title Designated by Owner>>