

STATE OF TENNESSEE

Real Estate Asset Management (STREAM)



Standard Form of Agreement Between Owner and Contractor

where the Basis of Payment is a
STIPULATED SUM

Use only with the coordinated documents identified in the current
Designers' Manual
for projects of the State Building Commission of Tennessee

AGREEMENT

made as of the _____ day of _____ in the year of
Two Thousand and _____

BETWEEN the Owner: **STATE OF TENNESSEE**
via the Contracting Agency:

and the Contractor:

the Project:

the Designer:

The Owner and the Contractor agree as set forth below.

00 52 13

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:

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
- 2.2** Liquidated Damages, as set forth in paragraph 9.12 of the Conditions, are

ARTICLE 3
CONTRACT SUM

- 3.1** The Owner shall 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
- 3.2** The Contract Sum is determined as follows:
- 3.3** The following Unit Prices will be used as specified:

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 (1) counterpart, even though no one (1) 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:

Signature: _____

Name: _____

Title: _____

AND BY OWNER: STATE OF TENNESSEE

APPROVED: _____
The State Architect, State Architect *(All Contracts)*

APPROVED: _____
The Commissioner of General Services *(All Contracts that are not Department of Military)* or The Adjutant General, Military *(All Department of Military Contracts)*

APPROVED: _____
The Comptroller, Comptroller of the Treasury
for compliance with policy and statute *(Required if Contract Amount is over \$100,000)*

APPROVED: _____
The Attorney General, Attorney General
for form and legality *(Required if Contract Amount is over \$500,000)*

END of AGREEMENT FORM for the Project titled:

00 52 13