



**STANDARD FORM OF CONTRACT BETWEEN  
 OWNER AND CONTRACTOR FOR GC/CM SERVICES**

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, MCA TITLE 27, CHAPTER 5

This **CONTRACT** is made as of:

Date

**BETWEEN:**

*Contractor*  
*Address CityStateZip*  
*Phone*

Herein after identified as the “**CONTRACTOR**” or “**GC/CM**” and the State of Montana, acting through its Director, Facilities Planning Design & Construction, hereinafter identified as the “**OWNER**”:

*State of Montana - Montana State University*  
*Campus Planning Design & Construction*  
*PO Box 172760*  
*Bozeman, Montana 59717-2760*

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 TITLE**  
**PPA No. \_\_\_-\_\_\_**

As prepared by:

*Consultant*  
*Address Citystatezip*  
*Phone*

Herein after identified as the “**ARCHITECT/ENGINEER.**”

ARTICLE 2 – TIME OF COMPLETION

As time is of the essence in performance, coordination, and completion of all Services and Work contemplated under this Contract. All Services and Work shall be performed and completed in accordance with the Request For Proposals, the GCCM Services Conditions, and the General Conditions of the Contract for Construction.

ARTICLE 3 – CONTRACT SUM

The Owner shall pay the Contractor for performance of Pre-Construction Services, subject to additions and/or deductions by Addendum or Change Order or damages as provided in the Requests For Proposal and the Contract Documents, the Contract Sum of:

PRE-CONSTRUCTION SERVICES	AMOUNT
Pre-Construction Services	\$0.00
Pre-Construction Services Total =	<b>\$0.00</b>
CONSTRUCTION SERVICES	AMOUNT
GC/CM Fee Percentage _____%	
Early Work Amendments	
Amendment #1 –	\$0.00
Amendment #2 –	\$0.00
Amendment #3 –	\$0.00
Guaranteed Maximum Price	\$0.00
Construction Phase Services Total =	<b>\$0.00</b>
<b>TOTAL CONTRACT SUM FOR ALL SERVICES =</b>	<b>\$0.00</b>

**ARTICLE 4 – PROGRESS PAYMENTS**

The Owner shall make payments on account in accordance with this Contract and the Contract Documents as follows:  
Pre-Construction Services: One Hundred (100%) percent of the portion of the Contract Sum for Pre-Construction Services.

Construction Phase: Ninety-Five (95%) percent of the portion of the Contract Sum for labor, materials, and equipment incorporated in the Work and for materials suitable stored. Retention is payable upon Final Acceptance to the GC/CM within thirty-five (35) calendar days of GC/CM's Final Application for Payment.

The Contractor shall be aware that the Owner has thirty-five (35) calendar days upon receipt of GC/CM's Application for Payment in which to make approval and payment without being in violation of statute or being subject to the accrual of interest or being required 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 – CONTRACT DOCUMENTS**

- 5.1 Integration of Conditions. The requirements of the GCCM Pre-Construction Services Conditions are in addition to, and not in lieu of, the requirements of the General Conditions of the Contract for Construction (GCCM). In the event of conflict between the provisions of the Conditions, the provision more favorable to Owner shall control.
- 5.2 Contract Documents. Owner and the GC/CM agree to the terms of the Contract that are set forth in the Contract Documents as identified in the General Conditions of the Contract for Construction.

**ARTICLE 6 – GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GCCM) PRE-CONSTRUCTION SERVICES CONDITIONS**

General Contractor/Construction Manager (GCCM) Pre-Construction Services Conditions entitled "GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GCCM) PRE-CONSTRUCTION SERVICES CONDITIONS" dated March 1, 2016, are hereby incorporated by reference.

**ARTICLE 7 – GENERAL CONDITIONS and MSU SUPPLEMENTAL CONDITIONS**

The "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (GCCM)" dated March 1, 2016, and the MSU "SUPPLEMENTAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (GCCM)" dated March 1, 2016, are hereby incorporated by reference.

**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 Eighteenth Judicial District in and for the County of Gallatin, 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:** CONTRACTOR  
ADDRESS  
CITY STATE ZIP  
PHONE, FAX

**OWNER:** STATE OF MONTANA  
MONTANA STATE UNIVERSITY  
CAMPUS PLANNING DESIGN & CONSTRUCTION  
6<sup>TH</sup> & GRANT AVENUE, P.O. Box 172760  
BOZEMAN, MONTANA 59717-2760

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Walt Banziger, Director

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Contractor's Registration Certificate No. \_\_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

Incorporated? \_\_\_\_ No \_\_\_\_ yes

*Please refer to PPA No. in all correspondence.*