Date

Company Name

Contact Name

Address

City, State, Zip

Project # - Project Name

Campus

Dear Contact Name:

Enclosed for your signature are the construction contract and bonds for the referenced project for The Curators of the University of Missouri. The signed copy will be returned to the Owner for execution. You can print a copy of the contract for your bonding company. The bonds will be emailed to you as they will require an original signature and raised seal. Note the following specific terms:

1. Contracts, performance bonds and labor and material payment bonds must be manually signed, both in exactly the same form by an authorized representative of your company.

2. Contracts. performance bonds and labor and material payment bonds must contain your company's corporate seal.

3. The certificate that the Power-of-Attorney is in effect must be dated the date of the contract and must be manually signed. The seal of the surety company must be affixed to each copy. Photostatic copies of the certificate will be accepted.

4. The Power-of-Attorney company name, address and telephone number must be affixed to the Performance Bond and labor and material payment bond.

5. All insurance requirements of the specifications must be complied with as to types and limits. We must have a signed certificate of insurance or insurance policy covering all requirements. Your attention is particularly called to the cancellation clause in Article 11.5.4, of the General Conditions which must be included on each insurance policy, certificate or binder before the insurance will be approved.

6. A complete list of subcontractors and material supplies that you propose to use for the project is to be submitted with your manual signature for approval prior to issuance of the Notice to Proceed.

7. A Performance Bond is not required for contracts less than $50,000.

Please make every effort to have all documents executed in proper form and certificates of insurance submitted promptly in order that this work may be completed with the least delay. Once all documents are received the Owner will execute the contract and issue the Notice to Proceed. No work may be performed on the project site until the Contract is signed by the Owner and the Notice to Proceed is issued.

DESIGN/BUILD CONTRACT

THIS AGREEMENT, made and entered into this ( ) day of ( ), 20\_\_, by and between (NAME OF COMPANY AND ADDRESS) hereinafter called "Design/Builder," and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, hereinafter called "Owner":

WITNESSETH: That for and in consideration of the acceptance of Design/Builder's proposal and the award of this Contract to Design/Builder by Owner, and in further consideration of the agreements and undertakings of the parties hereto, as follows:

1. Design/Builder shall perform all work on the campus of the University of Missouri - (CAMPUS), as set forth in Design/Builder's Base Proposal (Plus Alternatives numbers) in strict accordance with and as shown and defined in the design/build documents entitled: "(OFFICIAL NAME OF PROJECT IN ALL CAPS), UNIVERSITY OF MISSOURI - (CAMPUS), (CITY), MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI" dated (DATE), prepared by (ARCHITECT NAME), said documents (ANY ADDENDUMS) are hereby made a part of this contract as fully as if attached hereto or set forth herein, said work and operations to be performed in strict accordance with the Contract Documents.

2. Design/Builder shall commence work under this contract on date "Notice to Proceed" is received from Owner, and to complete the project within DAYS SPELLED OUT IN ALL CAPS (DAYS IN NUMBERS) consecutive calendar days from receipt of contract.

3. Design/Builder agrees that it is fully informed regarding all of the conditions affecting the work to be done under, and as to the labor, supervision, materials, equipment, transportation, tools, and plant to be furnished for the completion of this Contract and also agrees that its information was secured by personal investigation and research and not from any estimates or representations of any officer, agent or employee of Owner.

4. For the complete performance of Design/Builder's undertakings and promises under this Contract, Owner shall cause to be paid to the Design/Builder the sum of (SPELLED OUT IN CAPS) ($ IN NUMBERS) subject to any deductions as provided in the Contract Documents.

5. The Contract price hereunder shall be payable as provided by law upon certification of the Owner that the same is due and payable under the terms of the Contract.

6. The Contract Documents shall consist of the following parts:

(a) This instrument,

(b) Owner's Advertisement for Proposals, dated (DATE)

(c) Design/Build Documents entitled "(Project Name in all Caps), University of Missouri - (Campus), (City), Missouri, for the Curators of the University of Missouri" dated (Date) and prepared by (Architect), including Information for Proposers, Supplemental Information for Proposers, Proposer’s Statement of Qualifications, General Conditions, Special Conditions, Supplemental Special Conditions and design/build criteria and (DELETE IF NONE) Addendum No. (Numbers) issued thereto.

(d) Drawings

(e) Design/Builder's Proposal dated (DATE ON FORM OF PROPOSAL) addressed to The Curators of the University of Missouri, Columbia, Missouri

(f) **Proposal Modifications and/or Clarifications Documents**

(g) Design/Builder's Performance-Payment Bond

(h) Notice to Proceed

This instrument, together with the documents hereinabove mentioned form the Contract, and they are as fully a part of the Contract as if attached hereto or herein repeated. In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component parts, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated.

7. No member or officer of the Board of Curators of the University incurs or assumes any individual or personal liability by the execution of this Contract or by reason of the default of the Owner in the performance of any of the terms hereof. All such liability of members or officers of the Board of Curators of the University of Missouri as such is hereby released by Design/Builder as a condition of and consideration for the execu­tion of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in triplicate, on the day and year first above written.

CURATORS OF THE

UNIVERSITY OF MISSOURI NAME OF DESIGN/BUILDER

OWNER DESIGN/BUILDER

Date Date

Design/Builder's Federal I.D. No.

DESIGN/BUILD CONTRACT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, (NAME OF CONTRACTOR IN ALL CAPS) (hereinafter called "Principal"), as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and duly authorized to transact a surety business in the State of Missouri, (hereinafter called "Surety"), as Surety, are held and firmly bound unto THE CURATORS OF THE UNIVERSITY OF MISSOURI (hereinafter called "Obligee"), in the penal sum of (AMOUNT IN ALL CAPS) ($ AMOUNT IN NUMBERS) lawful money of the United States, for the payment of which, well and truly to be made unto said Obligee, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that whereas the Principal has entered into a certain written Contract with the Obligee dated the ( ) day of (MONTH IN ALL CAPS), 2000, to perform all work on the campus of the University of Missouri - (Campus) as set forth in Principal's Base Bid PLUS (ANY ALTERNATES) in strict accordance with and as shown and defined in the specifications entitled "(TITLE OF PROJECT IN ALL CAPS), UNIVERSITY OF MISSOURI - (CAMPUS), (CITY), MISSOURI, FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI", dated (DATE OF SPECIFICATIONS), 2000 and prepared by (Name of Architect) which Contract and (ANY ADDENDUMS) is by reference made a part hereof as fully as if attached hereto or set forth herein and hereinafter referred to as "the Contract".

NOW, THEREFORE, If the Principal shall faithfully perform and fulfill all the covenants, agreements, terms, conditions, requirements or undertakings of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the Surety and during the life of any guaranty required under the Contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, terms, conditions, requirements or undertakings, as specified in or by the terms of said Contract, and within the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that neither acceptance of the work nor any change, extension of time, alteration of, or addition to, the terms of the Contract, or of the method thereunder, to the Specifications and Contract Documents accompanying the same, shall in any wise affect its obligations on this Bond, and it does hereby consent to and waive notice to any such change, extension of time, alteration of, or addition to, the terms of the Contract, the method and amounts of payment thereunder, to the work, to the Specifications and Contract Documents.

IN TESTIMONY WHEREOF, the parties hereto have caused the execution hereof in three original counterparts, in this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

NAME OF CONTRACTOR IN ALL CAPS

PRINCIPAL

By

Attorney-in-fact

Company Name

Address

Telephone

SURETY Revised 02/15