Rev July 1, 2024

**STORED MATERIALS SCHEDULE**

**AND BILL OF SALE**

**Owner:** **The Curators of the University of Missouri**

**Contractor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Location:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Materials and/or equipment for the above-referenced Project (hereinafter “Materials”) that have not yet been incorporated into the work may be delivered and suitably stored, at a location agreed upon by the Owner, in accordance with the terms of the Construction Contract between the Owner and the Contractor (“Contract”) for the Project. The Materials listed below have been estimated at 100% of the cost, and will be stored the following location:

Description of Storage Location (project site/warehouse/storage yard, etc.):

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Name and address of Storage Location:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Owner will reimburse the Contractor based upon the prices included on the Schedule of Values, less the cost of installation. The Contractor must complete sufficient copies of this Stored Materials form to accompany the Application for Payment. The Contractor shall secure the signature of its bonding company on this form and shall also provide a Power of Attorney from the bonding company.

**SCHEDULE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Qty | Material/Equipment | Item in Schedule of Values | | Unit Wholesale  Price | Extended  Wholesale Price |
|  |  | Item No | Unit Price |  |  |
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| Total | | | | |  |

**BILL OF SALE**

The Contractor will store/has stored certain Materials at the Storage Location identified above and will be paid in accordance with the provisions of the General Conditions of the Contract for Construction. In consideration of the sum identified above to be paid to the Contractor by the Owner, in compliance with the provisions of the Contract, and with the intention to be legally bound, the Contractor does hereby grant, bargain, sell, and deliver unto the Owner, and its successors and assigns, title to the Materials described in the Schedule above. The Contractor agrees that:

1. The Contractor has good title to the Materials, free and clear of all liens and encumbrances, and title to the Materials is hereby granted to the Owner.
2. The Materials will be used only in the construction of the above referenced Project, under the provisions of the Contract, and will not be diverted elsewhere without the prior written consent of the Owner.
3. The Materials have been delivered to and are at the place(s) approved for storage described above.
4. The Materials are clearly marked and identified as the property of the Owner and are stored in a safe and secure manner to protect from damage or loss.
5. The Contractor will pay all expenses in connection with the sale, delivery, storage, protection, and insurance of Materials granted to the Owner.
6. The Contractor will remain responsible for the Materials, which will remain under its custody and control, and for all losses, and will fully indemnify the Owner for the cost of the Materials should the Materials be lost, damaged, or stolen. The Contractor has insured the Materials against all loss or damage.
7. The Contractor agrees that the quantities of Materials set forth in the Schedule of Values represents the maximum quantities for which it may be entitled to payment under the provisions of the Contract.
8. The following information is included with this form:
   1. An Application for Payment
   2. An invoice or copy of an invoice for Materials stored
   3. Evidence of payment to the Supplier for the Materials
   4. Photographs showing the stored Materials and their location
   5. Proof of insurance for the stored Materials
   6. A warehouseman’s receipt acknowledging that the Materials being stored at the warehouse are being held for the benefit of the Contractor or/ Owner

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Authorized Representative

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Authorized Representative

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SURETY

Name of Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety’s Attorney-in-Fact (attach power of attorney)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_