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.