# EARLY RELEASE ORDER NO. \_\_\_\_

|  |  |
| --- | --- |
| FROM: Curators of the University of Missouri | TO:      “Construction Manager” |
| PROJECT: | DATE: |

1. **Order**. Pursuant to Section 2.10.1 of the Agreement Between Owner and Construction Manager as Constructor and its Provisions (the “Agreement”), Owner hereby directs Construction Manager to proceed with the Construction Work set forth in the Drawings, Specifications and other documents identified on **Exhibit 1** attached hereto prior to the approval and acceptance of the GMP Documents (“Early Release Order Work”). The documents identified in ERO **Exhibit 1** attached hereto and the Contract Documents described in the Agreement are incorporated herein by this reference.
2. **Price**. Construction Manager shall be paid the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_) for the performance of the Early Release Order Work. Owner shall make monthly progress payments on account of the price set forth herein based upon the percentage of completion of the Early Release Order Work in the prior month. Such progress payment shall be in the amount of the percentage of completion of the Early Release Order Work in the prior month applied against the price herein less five percent (5%) for retainage. Construction Manager shall submit Applications for Payment on account of the price as provided for herein in accordance with the requirements of the General Conditions including but not limited to Article 9 of the General Conditions.
3. **Schedule**. Construction Manager shall substantially complete the Early Release Order Work by [Month Day, 20\_\_]. Time is of the essence to Construction Manager’s obligations to complete the Early Release Order Work within the time required herein.
4. **Terms**. The terms used herein which are defined in the Agreement or General Conditions shall have the meanings as set forth therein.
5. **Termination**. In the event the Owner terminates this Early Release Order as set forth in Section 2.10.1 of the Agreement, the Construction Manager shall only be entitled to the amounts set forth in Section 2.10.1 of the Agreement.

|  |  |  |
| --- | --- | --- |
| **CURATORS OF THE UNIVERSITY**  **OF MISSOURI**  “Owner”  By:  {University signing authority}  {job title}  Date: | | [**TYPE IN FIRM NAME**]  “Construction Manager”  By:  Printed Name:  Title:  Date:  Corporate Seal |
|  |  | |

**EARLY RELEASE ORDER**

## ERO EXHIBIT 1 - DRAWINGS AND SPECIFICATIONS

A. **Drawings**. The Drawings which are part of the Contract Documents are as follows:

|  |  |  |
| --- | --- | --- |
| **Number** | **Title** | **Last Revision Date** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

B. **Specifications**. The Specifications which are part of the Contract Documents are as follows:

|  |  |  |
| --- | --- | --- |
| **Number** | **Title** | **Last Revision Date** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

C. **Addenda**. The Addenda, if any, which are part of the Contract Documents are as follows:

|  |  |  |
| --- | --- | --- |
| **Addenda No.** | **Date** | **Pages** |
|  |  |  |

D. **Other Documents**. Other documents, if any, which are part of the Contract Documents are as follows:

###### END OF ERO EXHIBIT 1