

# CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into this «Commitment\_Date», by and between «COMPANY\_NAME», «ProcessFields\_CompanyAddress», «ProcessFields\_CompanyCity», «ProcessFields\_CompanyState» «ProcessFields\_CompanyZipCode» hereinafter called "Contractor," 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 Contractor's bid and the award of this Contract to Contractor by Owner, and in further consideration of the agreements and undertakings of the parties hereto, as follows:

1. «ProcessFields\_ConstructionContractSectio»
2. «ProcessFields\_ConstructionContractSectio»
3. Contractor 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 Contractor's undertakings and promises under this Contract, Owner shall cause to be paid to the Contractor the sum of «PROCESSFIELDS\_CONTRACTSUMLONGSPELLING» («ProcessFields\_ContractSuminnnumbers») 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. «ProcessFields\_ConstructionContractSectio»  
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 Contractor 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 duplicate, on the day and year first above written.

«COMPANY\_NAME»

**CURATORS OF THE UNIVERSITY OF  
MISSOURI**

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CONTRACTOR

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CONTRACTING AUTHORITY

Revised February 2025