ATTACHMENT "B"

CONTRACT BETWEEN
UNIVERSITY OF KENTUCKY
AND CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT, made the ______ day of ______ 2019 by and between ________________ 
("Construction Manager"), and the UNIVERSITY OF KENTUCKY, ("Owner"), is to bind the parties hereto to the principles and terms set forth herein, and shall be binding upon the parties hereto.

WITNESSETH, that the Construction Manager and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1  SCOPE OF WORK:

PROJECTS:  Project 2530.0 Construction Management Services – Student Center Dining and Office Expansion

The Scope of Work consists of the Request for Proposal, UK-1996-20; the Construction Manager’s Form of Proposal dated October 1, 2019 including Addendums etc, the General Conditions, the Special Conditions, the Construction Manager’s Bonds and Insurance and Affidavit, the Specifications, the Drawings including Supplemental Drawings and Change Orders issued after execution of the Contract for the Work described in Article No. 1 of this Agreement, all of which are incorporated in and made a part thereof of reference, and which shall be binding upon the Construction Manager and Owner.

ARTICLE No. 2  TIME OF COMPLETION:

The Construction Manager must begin Work specified by the written Work Order from the Owner. Substantial Completion for Project 2530.0 shall be 525 consecutive calendar days from the date of award of the first trade contract as specified in the Work Order letter and Final Completion shall be thirty (30) calendar days thereafter.

ARTICLE No. 3  LIQUIDATED DAMAGES:

3.1 Should the Construction Manager fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of ________________ for each consecutive calendar day that Substantial Completion has not been met.

3.2 Should the Construction Manager fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of ________________ for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE No. 4  THE CONTRACT AMOUNT:

Subject to additions and deductions for Change Orders made in accordance with the Contract Documents, the Owner shall pay the Construction Manager as full consideration for the Construction Manager’s satisfactory performance of the Contract obligations the sum of ________________ Dollars ($__________).

____
ARTICLE No. 5 SPECIAL NOTICE:

The Construction Manager hereby certifies that it is fully informed of the conditions relating to construction and labor under which the Work under this Agreement is to be performed, and agrees that it shall employ, methods and means in carrying out the Work so as not to interfere with or interrupt the Work of any other Construction Manager working on/or adjacent to the site for this Work.

IN WITNESS WHEREOF this Agreement is executed in two (2) counterparts, each one of which shall be deemed an original and adequate proof of this Agreement, on the date and year first herein before written.

WITNESS: CONSTRUCTION MANAGER:_____________________________

______________________________

______________________________

Company Name

BY: __________________________

Title: ________________________

Approved for Legality and Form

Recommended By:

APPROVED:_____________________

Dall Clark
Director of Capital Project Management Div.

UNIVERSITY OF KENTUCKY

By: _________________________

Eric Monday
Executive Vice President for Finance and Administration