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 2511.2 Construction Management Services – Renew/Modernize
Facilities – Reynold’s Building #1 (Design Only)

The Scope of Work consists of the Request for Proposal, UK-1998-20; the Construction
Manager’s Form of Proposal dated December 3, 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 time for Substantial Completion (as further defined in Article 1 of the General Conditions)
for each phase of Work shall be as stipulated below and as specified in the Work Order letter,
and Final Completion for each phase shall be 30 days thereafter.

The schedule currently projects a 15 month construction duration. All construction bid packages
Substantial completion would be in June of 2022. Punchlist and Final Completion would wrap
up in July 2022, to allow move-in for the Fall 2022 Academic Semester.

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 One
Thousand Six Hundred Forty Three Dollars ($1,643.00) 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 One Thousand Three Hundred and Fifty Nine Dollars ($1,359.00) 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