

AGREEMENT BETWEEN
UNIVERSITY OF KENTUCKY
AND
CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT made the nth day of MONTH, YEAR by and between CONSTRUCTION MANAGER of CITY, STATE and whose registered agent is REGISTERED AGENT of CITY, STATE ("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:

Construction Manager shall provide all Construction Management Services for the PROJECT NAME, PROJECT NUMBER and shall furnish and perform everything required by the contract documents.

PROJECT: # _____ (the "Project")

The contract documents include this Agreement, the Owner's Request for Proposal Numbered RFP and as modified by Addendum #, dated MM/DD/YYYY, and Phase 2 Addenda #S, dated MM/DD/YYYY and MM/DD/YYYY respectively, the Construction Manager's technical and financial proposals dated MM/DD/YYYY and MM/DD/YYYY respectively, 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 by reference, and which shall be binding upon the Construction Manager and Owner.

ARTICLE No. 2: TIME OF COMPLETION:

Time is of the essence in this contract. The Construction Manager must begin Work specified by the written Work Order from the Owner. The Construction Manager shall achieve substantial completion of the work (as further defined in Article 1 of the General Conditions) for each phase of the Work as specified in the Work Order letter, and Final Completion for each phase shall be 30 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 DOLLARS IN WORDS (\$FIGURES) 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 DOLLARS IN WORDS (\$FIGURES) for each consecutive calendar day until Final Completion is reached.

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 IN WORDS (\$FIGURES) detailed below:

Design Phase Services	\$
Bid & Award Phase Services	
Construction Phase Staffing Services	
Construction Phase Jobsite General Conditions	
Bonds	
Insurance	
Overhead & Profit	
Post Construction Phase Services	

ARTICLE No. 5: SPECIAL NOTICE:

The Construction Manger 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 Contractor working on/or adjacent to the site for this Work.

IN WITNESS WHEREOF this Agreement is executed on the date and year first herein before written.

WITNESS:

CONSTRUCTION MANAGER: _____
Company Name

BY: _____

Title: _____

Approved for Legality and Form

Recommended By:

APPROVED: _____

Kevin Locke
AVP Capital Planning, Design & Construction

UNIVERSITY OF KENTUCKY

By: _____
Eric Monday
Executive Vice President for Finance and
Administration