

AGREEMENT
BETWEEN
UNIVERSITY OF KENTUCKY
AND
CONTRACTOR

THIS AGREEMENT, made the Nth day of Month, Year, by and between Successful Bidder ("Contractor"), 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 Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1 SCOPE OF WORK:

Project Description Goes Here

PROJECT: Project Name Goes Here

The Scope of Work consists of the Invitation for Bid dated 00/00/0000, including addenda _____, _____, dated _____, _____, _____, respectively, the Contractor's Form of Proposal dated 00/00/0000, including the General Conditions, the Special Conditions, the Contractor'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 Contractor and Owner.

The Specifications and Drawings for this Work are per the project manual prepared by Consultant Name with a revised date of _____.

ARTICLE No. 2 TIME OF COMPLETION:

Substantial Completion shall be on or before 00/00/0000.

ARTICLE No. 3 LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this contract and that the Owner, the University of Kentucky, will sustain substantial monetary and other damages in the event of a failure or delay by the Contractor in the completion of the Work. It is further understood and agreed upon and made part of this Contract that the Work must be begun, performed, and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption, and complete said Work in due and proper time, the Contractor may be declared in default of this Agreement. If the Work is not substantially complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of SC Liquidated Damages, (_____)dollars for each and every day after the date of Substantial Completion until the date of actual Substantial Completion.

If the Work is not finally completed within the time required in the preceding Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of FC Liquidated Damages,()dollars for each and every day after the date of Final Completion until the date of actual Final Completion. In no event shall liquidated damages for delay in Final Completion be due before the date required for Final Completion in Article No. 2 of this Agreement.

This provision for liquidated damages is intended to compensate the Owner for the delay only and shall not preclude the Owner from making claims for other damages.

If the Work is not commenced by the Contractor at the time specified in Article No. 2 of this Agreement, then the Contractor and its surety or sureties shall be liable for and pay to the Owner all damages sustained by reason of such failure or breach of contract and the Owner may immediately relet the Work.

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 Contractor as full consideration for the Contractor's satisfactory performance of the Contract obligations the sum of Amount in words, (\$0000.00) dollars.

ARTICLE No. 5 SPECIAL NOTICE:

The Contractor 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 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:

Signature:_____

Name:_____

Approved for Legality and Form:

APPROVED:_____

CONTRACTOR:

BY:_____

Name:_____ Successful Bidder

Recommended By:

Chief Procurement Officer