

AGREEMENT BETWEEN
UNIVERSITY OF KENTUCKY
AND CONTRACTOR

THIS AGREEMENT, made the _____ day of _____ 2021 by and between _____ ("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:

As described in RFP UK-2310-23 Kroger Field & Nutter Field House Synthetic Turf Replacement

All attachments accompanying RFP UK-2310-23 are to be considered included in this scope of work.

Common Attachments to both Fields:

Attachment A	General Conditions
Attachment B	Special Conditions
Attachment C	Contract Agreement
Attachment D	Bonds and Affidavit

Kroger Field Installation

Attachment KFE	Stadium Turf Testing 2014 Report
Attachment KFF	2015 Turf Field Install Drawings
Attachment KFG	Photos of 2001 Installation
Attachment KFH	Photos of 2015 Installation
Attachment KFI	Pylon Cam Stadium Installation Guide
Attachment KFJ	Kroger Field Rendering

Nutter Field House Installation

Attachment NE	Photos of previous turf installation
Attachment NF	Nutter Field House Construction Drawings
Attachment NG	Nutter Field House Rendering

PROJECT: #2583.0 Kroger Field and Nutter Field House Synthetic Turf Replacement

The Scope of Work consists of the Request for Proposal UK-2310-23, dated January 5, 2023; the Contractor's Proposal dated January 25, 2023, including Addendums 1,2,3 etc, the General Conditions, the Special Conditions, the Contractor's Bonds and Insurance and Affidavit, 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.

ARTICLE No. 2 TIME OF COMPLETION:

Timelines for each project are as follows:

Kroger Field Turf Replacement:

Start Construction March 1st, 2023
Substantial Completion May 1st, 2023
Final Completion May 15th, 2023

Nutter Field House Turf Replacement

Start Construction April 1st, 2023
Substantial Completion July 8th, 2023
Final Completion July 28th, 2023

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 \$1000.00 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 \$750.00 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 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 _____ 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 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: _____ CONTRACTOR: _____
Company Name

_____ BY: _____

_____ Title: _____

Approved for Legality and Form

Recommended By:

APPROVED: _____

Director of Purchasing