

AGREEMENT BETWEEN  
UNIVERSITY OF KENTUCKY  
AND CONTRACTOR

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 2026 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:

The scope of work in this Trade Contract includes all labor, material, equipment, services, and supervision necessary to complete all work specified herein, in accordance with the Contract Documents. All work will be completed in accordance with local codes and ordinances.

PROJECT: PAV H 5 Bank Elevator Phase 1

The Scope of Work consists of the Request for Proposal, UK-2673.0-1-26, dated January 12, 2026; the Contractor's Technical and Financial Proposal dated February 06, 2026, including Addendums 1,2,3 etc, 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 BCCLT, Inc., and Laughlin Millea Hillman, with a date of 09/19/2025.

ARTICLE No. 2 TIME OF COMPLETION:

The Contractor must begin Work specified by the written Notice to Proceed from the Owner. The time for substantial completion for all phases shall be November 8, 2026. Substantial Completion will include complete site restoration, site clean-up and fully functional.

### 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 **Three Hundred Fifty Dollars (\$350.00)** 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 **Two Hundred Fifty Dollars (\$250.00)** 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 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: \_\_\_\_\_

Kevin Locke  
AVP, Capital Project Management Div.

UNIVERSITY OF KENTUCKY:

By: \_\_\_\_\_  
Eric Monday  
EVP for Finance and Administration