

AGREEMENT BETWEEN
UNIVERSITY OF KENTUCKY
AND
CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT, made the _____ day of _____ 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:

Construction Manager shall provide all Construction Management Services for the needed
improvements to building systems on the UK HealthCare Chandler campus. The building
systems improvements will include the following: Replacement of air handler "OP1," which
services the second-floor operating rooms in the Chandler Medical Center Hospital (Pavilion
H). The existing air handler has exceeded its useful life and needs replacement. The project
will also add a modular air-cooled chiller to achieve lower operating room temperatures and
include a new, dedicated reverse osmosis water system and new unit controls that will tie
into the existing building automation system, project# UK-3023.00-1-26, and shall furnish
and perform everything required by the contract documents.

PROJECT: CM Services for Pav H OP1 AHU Replacement (the "Project")

The contract documents include this Agreement, the Owner's Request for Proposal
Numbered _____ and as modified by Addenda _____ the Construction Manager's
technical and financial proposals dated _____ and _____ 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 _____ (\$ _____) 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 _____ (\$ _____) 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 and _____ Cents (\$ _____)

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 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: _____

Kevin Locke
AVP Capital Planning, Design & Construction

UNIVERSITY OF KENTUCKY

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