

# AFFIDAVIT

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the contractor awarded a contract by the University of Kentucky on RFP # UK-2549-25, University of Kentucky Job Order Program.
2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Subscribed and sworn to before me by \_\_\_\_\_ on this \_\_\_\_\_

day of \_\_\_\_\_, 2026.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large

**UNIVERSITY OF KENTUCKY  
CONSTRUCTION PROCUREMENT**

**PAYMENT BOND**

Bond Number: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the University of Kentucky (the “Owner”) and JOB ORDER CONTRACTOR (the “Principal”) have entered a master contract (“Master Contract”) that allows for task orders to be issued within the terms and conditions established therein.

**WHEREAS**, the Owner and the Principal have mutually approved a Task Order for the completion of the scope of work detailed in TASK ORDER PROPOSAL #, TITLE (hereafter, the “Project”), with the task order price or amount of TASK ORDER VALUE IN WORDS - DOLLARS (\$0000.00).

**WHEREAS**, the Principal is required to furnish a payment bond for the protection of all persons performing, supplying, or furnishing labor, materials, equipment, or supplies to the contractor or its subcontractors for the performance of the work provided for in the agreement, including security for payment of all unemployment contributions which become due and payable under Kentucky unemployment insurance law, in an amount equal to one hundred percent (100%) of the contract amount, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

**WHEREAS**, Surety Name of Surety State (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

**NOW, THEREFORE**, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
  - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.
  - (b) **Claimants** means all persons having just and lawful claims for (i) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools, appliances, and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by the Contract, whether lienable or non-lienable and whether or not permanently incorporated in said work; (ii) pension, welfare, vacation, and other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (iii) federal, state, and local taxes and contributions required by law to be withheld and paid with respect to the employment of persons upon said work.
  - (c) **Master Contract** means that certain contract entered DATE between the Owner and the Principal for the performance of a Job Order Program.

- (d) **Contract** means that task order issued DATE, for the construction of the scope of work detailed in TASK ORDER PROPOSAL #, TITLE (the “Project”), all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
- (e) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.
3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, to pay all Claimants having just and lawful claims (as defined above). The Principal and Surety likewise guarantee the faithful payment of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is Contract Value in Words, \$0000.00 dollars. This amount shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety’s obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.
5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term of the Contract, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) promptly pays all Claimants; (b) satisfies all claims and demands incurred under the Contract; and (c) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal’s failure to do so. The Bond will otherwise remain in full force and effect.
6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.
7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.
8. **Beneficiaries:** The Principal and Surety agree that (a) the Bond will insure to the benefit of the Owner and all Claimants having just and lawful claims (as defined above) (collectively the “Beneficiaries”), whether or not they have any direct contractual relationship with the Principal; (b) the Beneficiaries may maintain independent actions upon this Bond in their own names; and (c) no final settlement between the Owner and Principal will abridge the right of other Beneficiaries with unsatisfied claims.

**IN WITNESS WHEREOF**, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of 00/00/0000.

ATTEST:

WITNESSES:

\_\_\_\_\_  
CONTRACTOR.

\_\_\_\_\_  
Witness as to PRINCIPAL

\_\_\_\_\_  
By

\_\_\_\_\_  
Witness as to PRINCIPAL

\_\_\_\_\_  
Title

ATTEST:

WITNESSES:

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
By

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
Attorney-in-Fact

SAMPLE

**UNIVERSITY OF KENTUCKY  
CONSTRUCTION PROCUREMENT**

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the University of Kentucky (the “Owner”) and JOB ORDER CONTRACTOR (the “Principal”) have entered a master contract (“Master Contract”) that allows for task orders to be issued within the terms and conditions established therein.

**WHEREAS**, the Owner and the Principal have mutually approved a Task Order for the completion of the scope of work detailed in TASK ORDER PROPOSAL #, TITLE (hereafter, the “Project”), with the task order price or amount of TASK ORDER VALUE IN WORDS - DOLLARS (\$0000.00).

**WHEREAS**, the Principal is required to furnish a performance bond for the faithful performance of the contract in an amount equal to one hundred percent (100%) of the contract price or amount as it may be increased, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

**WHEREAS**, Surety Name of Surety State (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

**NOW, THEREFORE**, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:

**Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.

(b) **Claimants** means all persons having just and lawful claims for (i) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools, appliances, and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by the Contract, whether lienable or non-lienable and whether or not permanently incorporated in said work; (ii) pension, welfare, vacation, and other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (iii) federal, state, and local taxes and contributions required by law to be withheld and paid with respect to the employment of persons upon said work.

(c) **Master Contract** means that certain contract entered DATE between the Owner and the Principal for the performance of a Job Order Program.

- (d) **Contract** means that task order issued DATE, for the construction of the scope of work detailed in TASK ORDER PROPOSAL #, TITLE (the “Project), all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
- (e) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, for the full and faithful performance of the Contract and any Contract Changes. The Principal and Surety likewise guarantee the faithful performance of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is Contract Value in Words, \$0000.00 (dollars). This amount shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety’s obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.
5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term thereof, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) well, truly, and faithfully performs its duties to the Owner; (b) performs the Contract; (c) satisfies all claims and demands incurred under the Contract; (d) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal’s failure to do so; and (e) reimburses and repays the Owner all such expenses and outlay, without limitation, which the Owner may incur in making good any default. The Bond will otherwise remain in full force and effect.
6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.
7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.

**IN WITNESS WHEREOF**, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of 00/00/0000.

ATTEST:

WITNESSES:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Witness as to PRINCIPAL

\_\_\_\_\_  
By

\_\_\_\_\_  
Witness as to PRINCIPAL

\_\_\_\_\_  
Title

ATTEST:

WITNESSES:

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
By

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
Attorney-in-Fact

SAMPLE

**AGREEMENT**  
BETWEEN  
UNIVERSITY OF KENTUCKY  
AND  
JOB ORDER CONTRACTOR

THIS AGREEMENT, made the Nth day of Month, 2026, by and between Job Order Contractor ("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:**

Contractor shall provide all services for the University of Kentucky Job Order Contracting Program and shall furnish and perform everything required by the contract documents.

The contract documents include this Agreement, the Owner's Request for Proposal Numbered UK-2608-26 and as modified by Addenda \_\_\_\_\_ dated \_\_\_\_\_ the Contractor's technical and financial proposals dated \_\_\_\_\_ and \_\_\_\_\_ respectively, the General Conditions, the Special Conditions, the Supplemental Conditions for JOC, the Medical facility project manual, the Simplebid® Unit Price Book version \_\_\_\_\_, the Contractor's Insurance and Affidavit, Performance and Payment Bonds as required by task orders, the Specifications, the Drawings including Supplemental Drawings and Change Orders issued after execution of the Agreement 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 Contractor and Owner.

**ARTICLE No. 2 TERM**

The initial term of this Agreement shall become effective on Nth day of MONTH and shall expire on 7/31/2027.

**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 task orders issued under the auspices 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 and will be required to pay liquidated damages to the Owner in amounts described within the Task Order.

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 or completed as required by the Task Orders issued under 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:

No Task Orders are guaranteed under this Agreement. When task orders are issued to Contractor, the Owner agrees to pay as full consideration for the Contractor's satisfactory performance of the Contract obligations an amount equal to the Contractor's adjustment factor multiplied by the Unit Price Book quantities established in each Task Order.

SAMPLE

ARTICLE No. 5 SPECIAL NOTICE:

The Contractor hereby certifies that it is fully informed of the conditions of this Agreement, 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:

CONTRACTOR: \_\_\_\_\_

Contractor

\_\_\_\_\_

BY: \_\_\_\_\_

Name, Title

Title: \_\_\_\_\_

Approved for Legality and Form

Recommended By:

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Chief Procurement Officer

