This Contract, as evidenced by this Contract Form, made by and between:

<Contractor>

(the "Contractor") and the University of Cincinnati (the “University”),

In consideration of the mutual promises herein contained, the University and Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire Work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

<Project Number>
<Project Title>
<Location>

ARTICLE 2

2.1 The University shall pay the Contractor for the performance of this Contract, subject to additions and deductions as provided in the Contract Documents, the amount of <Total Contract Amount> (the "Contract Price"), based upon the Bid Form, dated <bid opening date> submitted by the Contractor.

<Base Bid>
<Alternates Awarded>

2.2 The Contract Price shall be paid in current funds by the University upon a Contractor Payment Request submitted by the Contractor and approved by the University as provided in the Contract Documents.
ARTICLE 3

3.1 The Contractor shall diligently prosecute and complete all Work such that Final Acceptance occurs on or before <__________> consecutive days, following the date set forth in the Notice to Proceed. Unless an extension of time is granted by the University in accordance with the Contract Documents the period of time established in this paragraph is referred to as the time for Contract Completion.

3.2 All Work to be performed under the Contract shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon its respective milestone completion date, unless the Contractor timely requests and the University grants an extension of time in accordance with the Contract Documents.

3.3 Failure to complete all Work within the period of time specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, shall entitle the University to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every calendar day thereafter until Contract Completion or the date of completion of the applicable portion of the Work, unless the Contractor timely requests and the University grants an extension of time in accordance with the Contract Documents. Liquidated Damages are applicable to milestone completion date(s) only when so stated in the Special Conditions. The University’s right to recover liquidated damages shall not substitute for any right of recovery for additional costs incurred should the Contractor fail to complete the contract according to the Contract Documents.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Dollars Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1. to $50,000.</td>
<td>$150.</td>
</tr>
<tr>
<td>MORE THAN $50,000. to $150,000.</td>
<td>$250.</td>
</tr>
<tr>
<td>MORE THAN $150,000. to $500,000.</td>
<td>$500.</td>
</tr>
<tr>
<td>MORE THAN $500,000. to $2,000,000.</td>
<td>$1,000.</td>
</tr>
<tr>
<td>MORE THAN $2,000,000. to $5,000,000.</td>
<td>$2,000.</td>
</tr>
<tr>
<td>MORE THAN $5,000,000. to $10,000,000.</td>
<td>$2,500.</td>
</tr>
<tr>
<td>MORE THAN $10,000,000.</td>
<td>$3,000.</td>
</tr>
</tbody>
</table>

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the University because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the University would sustain.
ARTICLE 4

4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the University and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract Form as if fully rewritten herein.

4.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and University, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the University.

ARTICLE 5

5.1 It is expressly understood by the Contractor, with respect to projects that are funded with State appropriations, that none of the rights, duties and obligation described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the University’s appropriation not already obligated to pay existing obligations.

5.2 The Contract shall become binding and effective upon execution by the University and approval by the Attorney General, where applicable.

ARTICLE 6

6.1 This Contract Form has been executed in several counterparts, each of which shall constitute a complete original Contract Form which may be introduced in evidence or used for any other purpose without production of any other counterparts.
IN WITNESS WHEREOF, the parties hereto have executed this Contract Form.

CONTRACTOR

Date: ______________________ By: ______________________________
(Authorized Signature)

________________________
(Print or type Contractor Name)

________________________
(Print or type Authorized Signature Name & Title)

UNIVERSITY OF CINCINNATI

Date: ______________________ By: ______________________________

MARC DANN
Attorney General of Ohio

Date: ______________________ By: ______________________________
Dan E. Belville
Assistant Attorney General