

## THE BIDDING AND CONTRACT PROVISIONS

Document Section 00 50 00 - Standard Contract Execution Forms  
(Standard Multiple Contract Set)

### STANDARD CONTRACT EXECUTION FORMS

#### 1- EXECUTION OF THE AGREEMENT

- 1.1 Extraneous Markings. The Agreement shall be kept free from extraneous markings. If the Contractor desires to record the time/date for the receipt of the Agreement, the time/date stamp shall be affixed on a separate piece of paper clipped to the copy of the Agreement.
- 1.2 Contractor's Signatures. The Agreement shall be signed by the Owner and Contractor. The full name and business address of the Contractor shall be inserted and the Agreement shall be signed with authorized signature(s) described below. The name of the signing party or parties shall be typewritten or printed under all signatures to the Agreement.
- 1.3 Sole Proprietorships. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Agreement and the Agreement shall be signed by such individual. If signed by someone other than the individual, there shall be attached to the Agreement a duly authenticated power-of-attorney evidencing the signer's authority to execute such Agreement for and in behalf of the individual proprietor.
- 1.4 Partnerships. If the Contractor is operating as a partnership, each partner shall sign the Agreement. If the Agreement is not signed by each partner, there shall be attached to the Agreement a duly authorized power-of-attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.
- 1.5 Corporation. If the Contractor is a corporation, the following certification shall be executed and submitted on corporate letterhead:

"I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(officer) of the corporation named as Contractor hereinabove; that \_\_\_\_\_  
\_\_\_\_\_, who signed the foregoing Agreement on behalf of the  
Contractor was then \_\_\_\_\_ (officer) of said  
Corporation; that said Agreement was duly signed for and in behalf of  
said Corporation by authority of its governing body, and is within the  
scope of its corporate powers."

If the Agreement is signed by the secretary of the corporation, the preceding certification shall be executed by some other officer of the corporation. In lieu of the foregoing certification, there may be attached to the Agreement copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary to be true copies.

If the Agreement is signed by someone other than one of the above-mentioned officers of the corporation, there shall be attached to the Agreement a duly authenticated power-of-attorney evidencing the signer's authority to sign the Agreement for and on behalf of the corporation.

**2. EXECUTION OF THE PERFORMANCE BOND AND PAYMENT BOND**

- 2.1 Execution by the Contractor. The Contractor, as principal, shall be named and shall execute the performance bond and payment bond in the same manner as required for the Agreement.
- 2.2 Execution by the Surety. The performance bond and payment bond shall be signed and sealed by an authorized representative of the surety, acting on behalf and in the name of such surety, with a duly authenticated power-of-attorney evidencing the signer's authority to sign such bond for and on behalf of such surety attached thereto. Attorneys-in-fact who sign the performance bond and payment bonds must file with each bond certified copies of their powers-of-attorney. The power-of-attorney must be dated either before or on the same date as the date of the bond, and the certificate that the power is in force and effect must be dated the same as the date of the bond and be submitted on a full size sheet of paper (8.5" x 11"). The seal must be legible upon conversion to electronic format.

**3. EXECUTION OF THE CERTIFICATE OF INSURANCE**

- 3.1 Forms and Copies. The certificate of insurance, including builder's risk insurance, (*applicable only to Designated Contractor*) shall be furnished in accordance with Articles 18 and 19 of the General Conditions on the ACORD form.
- 3.2 Required Statements. The certificate of insurance shall contain the following statements:
- 3.2.A Cancellation. The undersigned agent certifies that none of these policies will be cancelled or changed so as to affect this certificate until thirty (30) days after written notice of such cancellation or change has been delivered to the Owner by certified or registered mail. The undersigned agent agrees to deliver copies of the policies listed in this certificate to the Owner within ten (10) days following the Owner's request for such copies.
- 3.2.B Contract Requirements. The undersigned agent certifies that the insurance coverages listed in this certificate include contractual coverages for the indemnity Agreement, Contractor's liability, and builder's risk (*applicable only to Designated Contractor*) to the minimum limits required by the Contract Documents for this project (reference Articles 18 and 19 of the General Conditions). The undersigned agent further certifies that the Owner and its assignees, if any, and additional parties as designated by the Owner, if any, is named as an additional insured on the general liability and builder's risk (*applicable only to Designated Contractor*) policies.

END OF INSTRUCTIONS

**AGREEMENT**

PROJECT: **TITLE**

DIVISION: **NUMBER-WORK**

(Contractor)

PROJECT No:

(With Assigned Subcontractors)

PROFESSIONAL SERVICES

CONSULTANT:

CONTRACT SUM: **\$ AMOUNT**

CAMPUS:

THIS AGREEMENT, made and entered into in the City of **CITY**, State of Illinois, as of the date of the last signature of the parties hereto, by and between **NAME OF CONTRACTOR, ADDRESS OF CONTRACTOR**, a (n) **INDIVIDUAL, SOLE PROPRIETOR, CORPORATION, OR PARTNERSHIP, existing under the laws of the State of \_\_\_\_\_**, hereinafter and in the Contract Documents referred to as the "Contractor" whose registered agent in Illinois is **NAME OF AGENT, ADDRESS OF AGENT**, and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, with its principal office in Urbana, Illinois, hereinafter and in the Contract Documents referred to as the "Owner",

WITNESSETH: That, for the consideration hereinafter stated, the Contractor and the Owner agree as follows:

1. THE CONTRACT WORK

The Contractor shall furnish all of the labor, materials, fixtures, furnishings, equipment, transportation, construction, plant, and facilities required for and shall perform all Work on the Project and shall furnish and do everything required by the Contract Documents.

2. THE CONTRACT TIME

2.1 Starting Date. The Contractor shall commence the Work on the date specified in a written Notice to Proceed from the Owner.

2.2 Completion Date. Time is of the essence in this contract. The Contractor shall achieve Substantial Completion of the Work as expeditiously as the Work will permit, in such a manner as to cause no delay to any of the other contractors employed on the Project or to the completion of the Project as a whole and, subject to adjustments as provided by the Contract Documents, no later than \_\_\_\_\_calendar days from the date specified in the Notice to Proceed (the "Substantial Completion Date").

The Contractor shall achieve Final Completion of the Project within thirty (30) days after Substantial Completion. Neither the Substantial Completion Date nor the time for Final Completion shall be changed except by Change Order issued in accordance with the terms of this contract.



- 2.3 Remedies. In the event Contractor fails to perform under this Agreement, including but not limited to failure to achieve Substantial Completion or Final Completion, or both, in the time and manner provided, Owner shall be afforded the right to pursue any and all remedies available at law and equity.

OR IF LIQUIDATED DAMAGES ALTERNATE IS ACCEPTED:

- 2.3 Liquidated Damages for Delay. If Contractor fails to achieve Substantial Completion or Final Completion, or both, as required by this contract, Contractor shall be liable to Owner for liquidated damages for unexcused delay as provided below:

2.3.A. For Delay in Substantial Completion. Contractor shall pay Owner the sum of \$\_\_\_\_\_per day for every calendar day of unexcused delay in achieving Substantial Completion beyond the Substantial Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

2.3.B. For Delay in Final Completion. If Contractor fails to achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall pay Owner the sum of \$\_\_\_\_\_per day for each and every calendar day of unexcused delay in achieving Final Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Final Completion for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

3. THE CONTRACT SUM AND TERMS OF PAYMENT

3.1 The Contract Sum. The Owner shall pay to the Contractor or to Assigned Subcontractors on behalf of the Contractor, as applicable, subject to additions to and deductions from the Contract Sum, the total sum of **AMOUNT IN WORDS 00/100 Dollars (\$)** which shall constitute the Contract Sum. The Contract Sum is based upon the following base bid and accepted alternate(s), if any, of Contractor and the Subcontract Sums of all Assigned Subcontractors which are described in Section 5.1 of this Agreement and are hereby accepted by the Owner:

*(List Contractor Base Bid and Accepted Alternate(s) Here)*

3.2 Payments. The Owner shall make payments for Work under the contract as provided in Articles 6 and 12 of the General Conditions.

3.3 Change Order Markups.

3.3.A. Lump Sum and Time and Materials Changes. The following percentages for overhead and profit shall be added to, or, as applicable, deleted from, job costs for the net amount of Work added to or deleted from the contract by written lump sum or time and material Change Orders approved by the Owner in accordance with the General Conditions. Insurance, bond, and taxes are considered as job cost items and are not included in the percentages listed below. In any one quotation for added work involving a series of Subcontractors, including assigned subcontractors, the cumulative percentages for the Contractor's and Subcontractor's, including assigned subcontractors, overhead and profit shall not exceed twenty-five percent (25%). All costs shall be net costs including discounts realized by the contractor.

Add to the net extra job costs for added Work to be performed by:

- 1) Contractor's own forces 15%
- 2) Subcontractors 5% (including Assigned Subcontractors).

Add to the net credit for job costs deleted for Work originally to have been performed by:

- 1) Contractor's own forces 5%
- 2) Subcontractors 0% (including Assigned Subcontractors).

3.3.B. Unit Price Changes. Unit price Change Orders shall be based on the unit prices identified in the Contractor's bid, which include the Contractor's overhead and profit for the Work performed on the unit price basis. The above-mentioned percentages shall not be applied to unit price changes.

4. THE CONTRACT DOCUMENTS

4.1 The contract between the parties consists of the "Contract Documents". The Contract Documents include this Agreement, the Bidding Documents, the General Conditions, the Construction Documents, any supplemental conditions, any special conditions, any subsequent Change Orders, field directives, and other written amendments to this Agreement, and all documents expressly annexed as part of this Agreement.

Documents not described above are not Contract Documents and do not constitute part of the contract between the parties.

- 4.2 Addenda. The following addenda were issued prior to bid opening date and are hereby incorporated into this contract: **ADDENDA NUMBER**, dated **DATE**.
- 4.3 Order of Precedence. The order of precedence of the Contract Documents in the event of conflict shall be as defined in the General Conditions.

5. ASSIGNMENTS

- 5.1 Assignment of Contracts. The Owner hereby assigns, transfers, and sets over unto the Contractor, all of the Owner's rights, title, and interest in and to the following described contracts, to wit:

**5.1.A. KIND OF Contract:** A contract entitled "Agreement" for construction of **Division NUMBER - KIND OF Work** for the **NAME OF PROJECT** in the total amount of **AMOUNT IN WORDS 00/100 Dollars (\$)**, made and entered into, by and between the Owner and **NAME OF SUBCONTRACTOR**, whose address is **ADDRESS OF SUBCONTRACTOR**, hereinafter referred to as an "Assigned Subcontractor."

**5.1.B. KIND OF Contract:** A contract entitled "Agreement" for construction of **Division NUMBER - KIND OF Work** for the **NAME OF PROJECT** in the total amount of **AMOUNT IN WORDS 00/100 Dollars (\$)**, made and entered into, by and between the Owner and **NAME OF SUBCONTRACTOR**, whose address is **ADDRESS OF SUBCONTRACTOR**, hereinafter referred to as an "Assigned Subcontractor."

**5.1.C. KIND OF Contract:** A contract entitled "Agreement" for construction of **Division NUMBER - KIND OF Work** for the **NAME OF PROJECT** in the total amount of **AMOUNT IN WORDS 00/100 Dollars (\$)**, made and entered into, by and between the Owner and **NAME OF SUBCONTRACTOR**, whose address is **ADDRESS OF SUBCONTRACTOR**, hereinafter referred to as an "Assigned Subcontractor."

**5.1.D. KIND OF Contract:** A contract entitled "Agreement" for construction of **Division NUMBER - KIND OF Work** for the **NAME OF PROJECT** in the total amount of **AMOUNT IN WORDS 00/100 Dollars (\$)**, made and entered into, by and between the Owner and **NAME OF SUBCONTRACTOR**, whose address is **ADDRESS OF SUBCONTRACTOR**, hereinafter referred to as an "Assigned Subcontractor."

The Owner further delegates to the Contractor all of the obligations and duties of the Owner to said Assigned Subcontractors subject to all the terms and conditions contained in the assigned contracts.

It is the intention of the parties that the foregoing assignment and delegation shall constitute a novation of the assigned contracts whereby the Contractor is substituted for the Owner as a party thereto.

- 5.2 Acceptance of Assigned Contracts. The Contractor hereby accepts the assignment and delegation of the hereinabove mentioned contracts, and each of them, upon the terms and conditions thereof and agrees that said Assigned Subcontractors, and each of them,

shall be considered as and are the Contractor's Subcontractors to the same extent, for all purposes, and with the same legal effect as if the Contractor had originally bid for the Work under said assigned contracts and, upon the acceptance of such bid by the Owner and the execution of a contract between the Contractor and the Owner for the performance of all of said Work, the Contractor had entered directly into Subcontracts with the Assigned Subcontractors for the performance by them of the portions of the Work covered by their respective contracts with the Owner. The Contractor hereby irrevocably authorizes direct payment to be made by the Owner to each Assigned Subcontractor for the performance of the latter's Work under subcontract in accordance with the contract between the Contractor and the Owner for such Work. The Contractor and its surety shall be as fully responsible to the Owner for acts and omissions of the Assigned Subcontractors as they are for the acts and omissions of other Subcontractors and other persons directly employed by Contractor.

- 5.3 Consideration for Assigned Contracts. The Contractor has included an assignment fee in the Base Bid and agrees that this amount is adequate to compensate it for the assignment to it of the hereinabove mentioned contracts, its acceptance thereof, and the duties imposed upon it thereby.
- 5.4 Other Assignments. Except as provided above, this contract shall not be assigned to another contractor. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other. Any purported assignment without such written consent shall constitute a material breach hereof.

6. PERFORMANCE BOND AND PAYMENT BOND

The Contractor shall furnish the Owner a performance bond and a payment bond each in the penal sum of **AMOUNT IN WORDS 00/100 Dollars (\$)** as required by and in accordance with the terms of the General Conditions. Each bond shall name Owner as Obligee.

7. STATUTORY CERTIFICATIONS

In accordance with applicable laws and subject to applicable penalties for false or misleading statements, the following certifications are made in connection with this Contract:

- 7.1 The Contractor certifies that \_\_\_\_\_ is its Federal Taxpayer Identification Number and that it is doing business as a \_\_\_\_\_.
- 7.2 The Contractor certifies that it has complied with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265) including the requirement to file with Owner a written program that meets or exceeds the requirements of the Act. Submit a written program to the Owner only if the program has been revised since submitted with the annual prequalification. The requirements of this certification and disclosure are a material part of this Contract and the Contractor shall require this certification provision to be included in all Subcontracts.

8. CONSTITUTIONAL AND STATUTORY PROVISIONS

- 8.1 If this contract is funded from State of Illinois appropriated funds, the Contractor understands and agrees that this contract is subject to termination and cancellation without any penalty in any fiscal year in which the Illinois General Assembly fails to make an appropriation for payments under the terms of this contract. In the event of termination and cancellation for lack of appropriation, the Contractor shall be paid for



services performed under this contract up to the effective date of the termination and cancellation.

8.2 Prevailing Wage.

Pursuant to the Prevailing Wage Act, Contractor shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et seq. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Owner, the revised rate shall apply to this contract. The prevailing rate of hourly wages is revised by the Illinois Department of Labor and is available on the Illinois Department of Labor’s official website.

The Contractor shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the Contractor, including assigned subcontractors, for services performed. The records shall include each worker’s name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. The certified payroll shall be accompanied by a statement signed by the Contractor and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the Contractor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

8.3 The documents and information for the contractors and subcontractors listed in Table 1 and as described below must be provided by the Owner to the Chief Procurement Officer for Higher Education.

**Table 1: Contracts and Level Descriptions**

<b>Contract Type</b>	<b>Level</b>	<b>Contract</b>	<b>Dollar amount</b>
Contractor without Assigned	1	With Owner	All
Contractor with Assigned	1	With Owner	All
Assigned Subcontractor	1	With Owner	All
Subcontractor	2	With Level 1	> \$50,000
Subcontractors’ Subcontractor*	3 and below	With Level 2 and below	> \$50,000

\* For any subcontractor beyond level 3 with a contract value of > \$50,000 shall also be included.

**Level 1 Contractor**

1. The Certifications and Statutory Requirements form and the Financial Disclosures and Potential Conflicts of Interest form submitted by the Level 1 Contractor with the bid documents are hereby made a part of this Contract. The Level 1 Contractor certifies that it has fully and properly completed and signed the Certifications and Statutory Requirements form and the Financial Disclosures and Conflicts of Interest form. By executing this Agreement, the Level 1 Contractor acknowledges and agrees that it is in compliance with the requirements of Article 50 of the Illinois Procurement Code (30 ILCS 500/50). These requirements remain in effect for the term of the Agreement. The Level 1 Contractor certifies compliance, and is under a

continuing obligation to remain in compliance and to immediately report any non-compliance.

It is the responsibility of the Level 1 Contractor to provide the following with respect to each Level subcontract\* which exceeds \$50,000. The forms shall be completed and signed by each Level subcontractor\*.

- subcontractor(s) name(s)
- address(es)
- subcontract value(s)
- general type(s) of work to be performed
- Certifications and Statutory Requirements form(s)
- Financial Disclosures and Potential Conflicts of Interest form(s),

The documents submitted to the Owner shall be in electronic pdf format and follow the Owner’s file naming convention. The forms and file naming convention can be found at: <http://www.uocpres.uillinois.edu/contractors/contracts>. These documents shall be provided to the Owner within 15 calendar days after the execution of the Contract or after execution of the subcontract, whichever is later.

The Level 1 Contractor must provide the above information for any level subcontractors added or changed during the term of the contract.

Any subcontracts entered into prior to receiving a fully executed copy of the Contract are done at the Contractor and subcontractors own risk.

9. NOTICES

All notices shall be given by hand delivery to the Owner’s Representative, the Professional Services Consultant or the Contractor’s Project Manager, as applicable, or by delivery confirmation, to the following addressees:

To Owner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_

To Professional Services Consultant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_

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

\_\_\_\_\_  
Attention: \_\_\_\_\_

All notices shall be effective upon receipt.

10. OWNER’S RIGHT TO MAKE GOOD CONTRACTOR’S DEFICIENCIES

If the Contractor should neglect to prosecute the Work or any part thereof diligently and properly or fail to properly perform any provision required by the Contract Documents, the Owner, after three days’ written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may, by Change Order, deduct the cost thereof from any payment then or thereafter due the Contractor, provided, however, that the Professional Services Consultant shall approve both such action and the amount charged to the Contractor.

11. OWNER’S WEB-BASED PROJECT MANAGEMENT SYSTEM (“PRZM”)

Contractor shall use the Owner’s web-based project management system (“PRZM”) to access and exchange project information with team members throughout the Project’s life. This includes providing electronic copies of subcontractor agreements and signed Certifications and Statutory Requirements form and the Financial Disclosures and Potential Conflicts of Interest form for each subcontractor; processing payment applications, schedules, change requests/clarifications, project-related submittals; and other services as identified in this Agreement, unless otherwise directed. Failure to comply with this requirement may be deemed a material breach of this agreement. Training on this system is available and is required to be taken by Contractor and Assigned Subcontractor representative.

12. COUNTERPARTS/FACSIMILE SIGNATURES

This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as and of the day and year first hereinabove set forth.

CONTRACTOR:

**NAME OF CONTRACTOR**

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

\_\_\_\_\_  
PRINT NAME

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

OWNER:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_  
Avijit Ghosh, Comptroller DATE

**AGREEMENT**

PROJECT: **TITLE**

DIVISION: **NUMBER-WORK**  
(Assigned Subcontractor)

PROJECT No:

PROFESSIONAL SERVICES  
CONSULTANT:

SUBCONTRACT SUM: **\$ AMOUNT**

CAMPUS:

THIS AGREEMENT, made and entered into in the City of **CITY**, State of Illinois, as of the date of the last signature of the parties hereto, by and between **NAME OF SUBCONTRACTOR, ADDRESS OF SUBCONTRACTOR**, a (n) **INDIVIDUAL, SOLE PROPRIETOR, CORPORATION, OR PARTNERSHIP**, existing under the laws of the State of \_\_\_\_\_, hereinafter and in the Contract Documents referred to as the "Assigned Subcontractor" or "Subcontractor" whose registered agent in Illinois is **NAME OF AGENT, ADDRESS OF AGENT** and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, with its principal office in Urbana, Illinois, hereinafter and in the Contract Documents referred to as the "Owner",

WITNESSETH: That, for the consideration hereinafter stated, the Subcontractor and the Owner agree as follows:

1. THE SUBCONTRACT WORK

The Subcontractor shall furnish all of the labor, materials, fixtures, furnishings, equipment, transportation, construction, plant, and facilities required for and shall perform all Contract **Division NUMBER - KIND OF** Work on the Project and shall furnish and do everything required by this Agreement and the other Contract Documents listed in paragraph 4 hereof.

2. THE SUBCONTRACT TIME

2.1 Starting Date. The Subcontractor shall commence its Work under the contract on the date specified in a written Notice to Proceed.

2.2 Completion Date. Time is of the essence in this contract. The Subcontractor shall achieve Substantial Completion of the Work as expeditiously as the Work will permit, in such a manner as to cause no delay to any of the other contractors employed on the Project or to the completion of the Project as a whole and, subject to adjustments as provided by the Contract Documents, no later than \_\_\_\_\_calendar days from the 7date specified in the Notice to Proceed (the "Substantial Completion Date").

The Subcontractor shall achieve Final Completion of the Work within thirty (30) days after Substantial Completion. Neither the Substantial Completion Date nor the time for Final

Completion shall be changed except by Change Order issued in accordance with the terms of this contract.

- 2.3 Remedies. In the event Contractor fails to perform under this Agreement, including but not limited to failure to achieve Substantial Completion or Final Completion, or both, in the time and manner provided, Owner shall be afforded the right to pursue any and all remedies available at law and equity.

OR IF LIQUIDATED DAMAGES ALTERNATE IS ACCEPTED:

- 2.3 Liquidated Damages for Delay. If Contractor fails to achieve Substantial Completion or Final Completion, or both, as required by this contract, Contractor shall be liable to Owner for liquidated damages for unexcused delay as provided below:

2.3.A. For Delay in Substantial Completion. Contractor shall pay Owner the sum of \$\_\_\_\_ per day for every calendar day of unexcused delay in achieving Substantial Completion beyond the Substantial Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

2.3.B. For Delay in Final Completion. If Contractor fails to achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall pay Owner the sum of \$\_\_\_\_ per day for each and every calendar day of unexcused delay in achieving Final Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Final Completion for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

3. THE SUBCONTRACT SUM AND TERMS OF PAYMENT

- 3.1 The Subcontract Sum. The Owner shall pay the Subcontractor, subject to additions to and deductions from the Subcontract Sum, the sum of **AMOUNT IN WORDS 00/100 Dollars** which shall constitute the Subcontract Sum. The Subcontract Sum is based upon the following base bid and accepted alternate(s), if any, of Subcontractor which are described in the Contract Documents and are hereby accepted by the Owner:

*(List Subcontractor Base Bid and Accepted Alternate(s) Here)*

- 3.2 Payments. The Owner shall make payments for work performed by the Subcontractor under the contract as provided in Articles 6 and 12 of the General Conditions.

- 3.3 Change Order Markups.

- 3.3.A Lump Sum and Time and Materials Changes. The following percentages for overhead and profit shall be added to, or, as applicable, deleted from, job costs for the net amount of work added to or deleted from the contract by written lump sum or time and material change orders approved by the Owner in accordance with the General Conditions. Insurance, bond, and taxes are considered as job cost items and are not included in the percentages listed below. In any one quotation for added work involving a series of Subcontractors, including assigned subcontractors, the cumulative percentages for the Contractor's and Subcontractor's, including assigned subcontractors, overhead and profit shall not exceed twenty-five percent (25%). All costs shall be net costs including discounts realized by the contractor.

Add to the net extra job costs for added Work to be performed by:

- 1) Subcontractor's own forces 15%
- 2) Subcontractors 5%

Add to the net credit for job costs deleted for Work originally to have been performed by:

- 1) Subcontractor's own forces 5%
- 2) Subcontractors 0%

- 3.3.B Unit Price Changes. All unit price Change Orders shall be based on the unit prices identified in the Subcontractor's bid, which include the Subcontractor's overhead and profit for the Work performed on the unit price basis. The above-mentioned percentages will not be applied to unit price changes.

4. THE CONTRACT DOCUMENTS

- 4.1 The contract between the parties consists of the "Contract Documents". The Contract Documents include this Agreement, the Bidding Documents, the General Conditions, the Construction Documents, any supplemental conditions, any special conditions, any subsequent Change Orders, field directives, and other written amendments to this Agreement, and all documents expressly annexed as part of this Agreement. Documents not described above are not Contract Documents and do not constitute part of the contract between the parties.

- 4.2 Addenda. The following addenda were issued prior to bid opening date and are hereby incorporated into this contract: ADDENDA **NUMBER**, dated **DATE**.
- 4.3 Order of Precedence. The order of precedence of the Contract Documents in the event of conflict shall be as defined in the General Conditions.

5. ASSIGNMENTS

- 5.1 Assignment of Subcontractor's Contract. Upon execution of the Agreement between Owner and Contractor and execution of this Agreement between Owner and Assigned Subcontractor, the Owner has assigned, transferred, and set over all of the Owner's rights, title, and interest in and to this contract unto **NAME OF CONTRACTOR**, whose address is **ADDRESS OF CONTRACTOR**. The Owner has further delegated to said assignee all of the obligations and duties of the Owner to the Subcontractor under this contract, subject to all of the terms and conditions contained herein. Said assignee has, in the Agreement between Owner and Contractor, accepted said assignment and delegation.
- 5.2 Consent to Assignment. The Subcontractor hereby consents to the above-mentioned assignment and delegation and shall become an Assigned Subcontractor to said assignee and have the status set forth in Subparagraph 6.3.A of the General Conditions. It is the intention of the parties that said assignment and delegation shall constitute a novation of this contract whereby the said assignee is substituted for the Owner as a party hereto.
- 5.3 Other Assignments. No other assignments of this contract shall be made.

6. PERFORMANCE BOND AND PAYMENT BOND

The Subcontractor shall provide separate payment and performance bonds on the forms provided by the Owner and issued by a surety, or sureties, acceptable to the Owner. Each of the bonds shall include a penal sum in the amount of **AMOUNT IN WORDS 00/100 Dollars (\$)** which amount shall be equal to one hundred percent (100%) of the Subcontract Sum. Subcontractor's surety(ies) shall be deemed to have waived notice of, and to have consented to, changes to the Contract Documents, including changes in: (a) the time for performing the Work and payment of compensation to Subcontractor hereunder and (b) the Work to be performed. The Contract Documents shall be incorporated by reference into each of the bonds. Each bond shall name Owner as Obligee. However, upon assignment of this contract as set forth in Section 5 above, each bond shall be assigned to the assignee Contractor and the name of the assignee Contractor shall be deemed substituted as Obligee in lieu of the Owner on each bond.

7. STATUTORY CERTIFICATIONS

In accordance with applicable laws and subject to applicable penalties for false or misleading statements, the following certifications are made in connection with this Contract:

- 7.1 The Subcontractor certifies that \_\_\_\_\_ is its Federal Taxpayer Identification Number and that it is doing business as a \_\_\_\_\_.
- 7.2 The Subcontractor certifies that it has complied with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265) including the requirement to file with Owner a written program that meets or exceeds the requirements of the Act. Submit a written program to the Owner only if the program has been revised since submitted with the annual prequalification. The requirements of this certification and disclosure are a



material part of this Contract and the Subcontractor shall require this certification provision to be included in all subcontracts.

**8. CONSTITUTIONAL AND STATUTORY PROVISIONS**

8.1 If this contract is funded from State of Illinois appropriated funds, the Subcontractor understands and agrees that this contract is subject to termination and cancellation without any penalty in any fiscal year in which the Illinois General Assembly fails to make an appropriation for payments under the terms of this contract. In the event of termination and cancellation for lack of appropriation, the Subcontractor shall be paid for services performed under this contract up to the effective date of the termination and cancellation.

8.2 Prevailing Wage.  
Pursuant to the Prevailing Wage Act, Subcontractor shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et seq. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Owner, the revised rate shall apply to this contract. The prevailing rate of hourly wages is revised by the Illinois Department of Labor and is available on the Illinois Department of Labor’s official website.

The Subcontractor shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the Subcontractor for services performed. The records shall include each worker’s name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. The certified payroll shall be accompanied by a statement signed by the Subcontractor and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the Subcontractor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

8.3 The documents and information for the contractors and subcontractors listed in Table 1 and as described below must be provided by the Owner to the Chief Procurement Officer for Higher Education.

**Table 1: Contracts and Level Descriptions**

<b>Contract Type</b>	<b>Level</b>	<b>Contract</b>	<b>Dollar amount</b>
Contractor without Assigned	1	With Owner	All
Contractor with Assigned	1	With Owner	All
Assigned Subcontractor	1	With Owner	All
Subcontractor	2	With Level 1	> \$50,000
Subcontractors’ Subcontractor*	3 and below	With Level 2 and below	> \$50,000

\* For any subcontractor beyond level 3 with a contract value of \$50,000 and above shall also be included.

**Level 1 Contractor**

The Certifications and Statutory Requirements form and the Financial Disclosures and

Potential Conflicts of Interest form submitted by the Level 1 Assigned Subcontractor with the bid documents are hereby made a part of this Contract. The Level 1 Assigned Subcontractor certifies that it has fully and properly completed and signed the Certifications and Statutory Requirements form and the Financial Disclosures and Conflicts of Interest form. By executing this Agreement, the Level 1 Assigned Subcontractor acknowledges and agrees that it is in compliance with the requirements of Article 50 of the Illinois Procurement Code (30 ILCS 500/50). These requirements remain in effect for the term of the Agreement. The Level 1 Assigned Subcontractor certifies compliance, and is under a continuing obligation to remain in compliance and to immediately report any non-compliance.

It is the responsibility of the Level 1 Assigned Subcontractor to provide the following with respect to each Level subcontract\* which exceeds \$50,000. The forms shall be completed and signed by each Level subcontractor\*.

- subcontractor(s) name(s)
- address(es)
- subcontract value(s)
- general type(s) of work to be performed
- Certifications and Statutory Requirements form(s)
- Financial Disclosures and Potential Conflicts of Interest form(s),

The documents submitted to the Owner shall be in electronic pdf format and follow the Owner's file naming convention. The forms and file naming convention can be found at: <http://www.uocpres.uillinois.edu/contractors/contracts>. These documents shall be provided to the Owner within 15 calendar days after the execution of the Contract or after execution of the subcontract, whichever is later.

The Level 1 Assigned Subcontractor must provide the above information for any Level subcontractors added or changed which results in a contract value exceeding \$50K during the term of the contract.

Any subcontracts entered into prior to receiving a fully executed copy of the Contract are done at the Assigned Subcontractors own risk.

9. NOTICES

All notices shall be given by hand delivery to the Owner's Representative, the assignee Contractor, the Professional Services Consultant or the Subcontractor's Project Manager, as applicable, or by delivery confirmation, to the following addressees:

To Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

To Assignee Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

To Professional Services Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

To Subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

All notices shall be effective upon receipt.

10. OWNER’S RIGHT TO MAKE GOOD SUBCONTRACTOR’S DEFICIENCIES

If the Subcontractor should neglect to prosecute the Work or any part thereof diligently and properly or fail to properly perform any provision required by the Contract Documents, the Owner, after three days’ written notice to the Subcontractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from any payment then or thereafter due the Subcontractor.

11. OWNER’S WEB-BASED PROJECT MANAGEMENT SYSTEM (“PRZM”)

Subcontractor shall use the Owner’s web-based project management system (“PRZM”) to access and exchange project information with team members throughout the Project’s life. This includes providing electronic copies of sub-subcontractor agreements and signed Certifications and Statutory Requirements form and the Financial Disclosures and Potential Conflicts of Interest form for each sub-subcontractor; processing payment applications, schedules, change requests/clarifications project-related submittals; and other services as identified in this Agreement, unless otherwise directed. Failure to comply with this requirement may be deemed a material breach of this agreement. Training on this system is available and is required to be taken by Subcontractor representative.

12. COUNTERPARTS/FACSIMILE SIGNATURES

This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as and of the day and year first hereinabove set forth.

SUBCONTRACTOR:

**NAME OF SUBCONTRACTOR**

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

\_\_\_\_\_  
PRINT NAME

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

OWNER:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_ DATE  
Avijit Ghosh, Comptroller

**AGREEMENT**

PROJECT: **TITLE**

DIVISION: **NUMBER-WORK**  
(No Assignment)

PROJECT No:

PROFESSIONAL SERVICES  
CONSULTANT:

CONTRACT SUM: **\$ AMOUNT**

CAMPUS:

THIS AGREEMENT, made and entered into in the City of **CITY**, State of Illinois, as of the date of the last signature of the parties hereto, by and between **NAME OF CONTRACTOR, ADDRESS OF CONTRACTOR, a(n) INDIVIDUAL, SOLE PROPRIETOR, CORPORATION, OR PARTNERSHIP, existing under the laws of the State of \_\_\_\_\_**, hereinafter and in the Contract Documents referred to as the "Contractor" whose registered agent in Illinois is **NAME OF AGENT, ADDRESS OF AGENT**, and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, with its principal office in Urbana, Illinois, hereinafter and in the Contract Documents referred to as the "Owner",

WITNESSETH: That, for the consideration hereinafter stated, the Contractor and the Owner agree as follows:

1. THE CONTRACT WORK

The Contractor shall furnish all of the labor, materials, fixtures, furnishings, equipment, transportation, construction, plant and facilities required for and shall perform all Contract **Division NUMBER - KIND OF** Work on the Project and shall furnish and do everything required by the Contract Documents.

2. THE CONTRACT TIME

2.1 Starting Date. The Contractor shall commence the Work on the date specified in a written Notice to Proceed from the Owner.

2.2 Completion Date. Time is of the essence in this contract. The Contractor shall achieve Substantial Completion of the Work as expeditiously as the Work will permit, in such a manner as to cause no delay to any of the other contractors employed on the Project or to the completion of the Project as a whole and, subject to adjustments as provided by the Contract Documents, no later than \_\_\_\_\_ calendar days from the date specified in the Notice to Proceed (the "Substantial Completion Date").

The Contractor shall achieve Final Completion of the Work within thirty (30) days after Substantial Completion. Neither the Substantial Completion Date nor the time for Final Completion shall be changed except by Change Order issued in accordance with the terms of this contract.

2.3 Remedies. In the event Contractor fails to perform under this Agreement, including but not limited to failure to achieve Substantial Completion or Final Completion, or both, in the time and manner provided, Owner shall be afforded the right to pursue any and all remedies available at law and equity.

OR IF LIQUIDATED DAMAGES ALTERNATE IS ACCEPTED:

2.3 Liquidated Damages for Delay. If Contractor fails to achieve Substantial Completion or Final Completion, or both, as required by this contract, Contractor shall be liable to Owner for liquidated damages for unexcused delay as provided below:

2.3.A. For Delay in Substantial Completion. Contractor shall pay Owner the sum of \$\_\_\_\_\_per day for every calendar day of unexcused delay in achieving Substantial Completion beyond the Substantial Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

2.3.B. For Delay in Final Completion. If Contractor fails to achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall pay Owner the sum of \$\_\_\_\_\_per day for each and every calendar day of unexcused delay in achieving Final Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Final Completion for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

3. THE CONTRACT SUM AND TERMS OF PAYMENT

3.1 The Contract Sum. The Owner shall pay to the Contractor, subject to additions to and deductions from the Contract Sum, the sum of **AMOUNT IN WORDS 00/100 Dollars (\$)** which shall constitute the Contract Sum. The Contract Sum is based upon the following base bid and accepted alternate(s), if any, of Contractor which are described in the Contract Documents and are hereby accepted by the Owner:

*(List Contractor Base Bid and Accepted Alternate(s) Here)*

3.2 Payments. The Owner shall make payments for Work under the contract as provided in Article 12 of the General Conditions.

3.3 Change Order Markups.

3.3.A. Lump Sum and Time and Materials Changes. The following percentages for overhead and profit shall be added to or, as applicable, deleted from, job costs for the net amount of Work added to or deleted from the contract by written lump sum or time and material Change Orders approved by the Owner in accordance with the General Conditions. Insurance, bond, and taxes are considered as job cost items and are not included in the percentages listed below. In any one quotation for added work involving a series of Subcontractors, the cumulative percentages for the Contractor's and Subcontractor's overhead and profit shall not exceed twenty-five percent (25%). All costs shall be net costs including discounts realized by the contractor.

Add to the net extra job costs for added Work to be performed by:

- 1) Contractor's own forces 15 %
- 2) Subcontractors 5 %.

Add to the net credit for job costs deleted for Work originally to have been performed by:

- 1) Contractor's own forces 5 %
- 2) Subcontractors 0 %.

3.3.B. Unit Price Changes. All unit price Change Orders shall be based on the unit prices identified in the Contractor's bid, which include the Contractor's overhead and profit for the Work performed on the unit price basis. The above-mentioned percentages shall not be applied to unit price changes.

4. THE CONTRACT DOCUMENTS

4.1 The contract between the parties consists of the "Contract Documents". The Contract Documents include this Agreement, the Bidding Documents, the General Conditions, the Construction Documents, any supplemental conditions, any special conditions, any subsequent Change Orders, field directives, and other written amendments to this Agreement, and all documents expressly annexed as part of this Agreement. Documents not described above are not Contract Documents and do not constitute part of the contract between the parties.

4.2 Addenda. The following addenda were issued prior to bid opening date and are hereby incorporated into this contract: ADDENDA **NUMBER**, dated **DATE**.

4.3 Order of Precedence. The order of precedence of the Contract Documents in the event of conflict shall be as defined in the General Conditions.

5. ASSIGNMENTS

Neither party shall assign the contract or sublet it as a whole without the written consent of the other. Any purported assignment without such written consent shall constitute a material breach hereof.

6. PERFORMANCE BOND AND PAYMENT BOND

The Contractor shall furnish the Owner a performance bond and a payment bond each in the penal sum of **AMOUNT IN WORDS 00/100 Dollars (\$)** as required by and in accordance with the terms of the General Conditions. Each bond shall name Owner as Obligee.

7. STATUTORY CERTIFICATIONS

In accordance with applicable laws and subject to applicable penalties for false or misleading statements, the following certifications are made in connection with this Contract:

7.1 The Contractor certifies that \_\_\_\_\_ is its Federal Taxpayer Identification Number and that it is doing business as a \_\_\_\_\_.

7.2 The Contractor certifies that it has complied with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265) including the requirement to file with Owner a written program that meets or exceeds the requirements of the Act. Submit a written program to the Owner only if the program has been revised since submitted with the annual prequalification. The requirements of this certification and disclosure are a material part of this Contract and the Contractor shall require this certification provision to be included in all Subcontracts.

8. CONSTITUTIONAL AND STATUTORY PROVISIONS

8.1 If this contract is funded from State of Illinois appropriated funds, the Contractor understands and agrees that this contract is subject to termination and cancellation without any penalty in any fiscal year in which the Illinois General Assembly fails to make an appropriation for payments under the terms of this contract. In the event of termination and cancellation for lack of appropriation, the Contractor shall be paid for services performed under this contract up to the effective date of the termination and cancellation.

8.2 Prevailing Wage.  
Pursuant to the Prevailing Wage Act, Contractor shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et seq. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Owner, the revised rate shall apply to this contract. The prevailing rate of hourly wages is revised by the Illinois Department of Labor and is available on the Illinois Department of Labor's official website.

The Contractor shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the Contractor, including assigned subcontractors, for services performed. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. The certified payroll shall be accompanied by a statement signed by the Contractor and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the Contractor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.



8.3 The documents and information for the contractors and subcontractors listed in Table 1 and as described below must be provided by the Owner to the Chief Procurement Officer for Higher Education.

**Table 1: Contracts and Level Descriptions**

Contract Type	Level	Contract	Dollar amount
Contractor without Assigned	1	With Owner	All
Contractor with Assigned	1	With Owner	All
Assigned Subcontractor	1	With Owner	All
Subcontractor	2	With Level 1	> \$50,000
Subcontractors' Subcontractor*	3 and below	With Level 2 and below	> \$50,000

\* For any subcontractor beyond level 3 with a contract value of > \$50,000 shall also be included.

**Level 1 Contractor**

The Certifications and Statutory Requirements form and the Financial Disclosures and Potential Conflicts of Interest form submitted by the Level 1 Contractor with the bid documents are hereby made a part of this Contract. The Level 1 Contractor certifies that it has fully and properly completed and signed the Certifications and Statutory Requirements form and the Financial Disclosures and Conflicts of Interest form. By executing this Agreement, the Level 1 Contractor acknowledges and agrees that it is in compliance with the requirements of Article 50 of the Illinois Procurement Code (30 ILCS 500/50). These requirements remain in effect for the term of the Agreement. The Level 1 Contractor certifies compliance, and is under a continuing obligation to remain in compliance and to immediately report any non-compliance.

It is the responsibility of the Level 1 Contractor to provide the following with respect to each Level subcontract\* which exceeds \$50,000. The forms shall be completed and signed by each Level subcontractor\*.

- subcontractor(s) name(s)
- address(es)
- subcontract value(s)
- general type(s) of work to be performed
- Certifications and Statutory Requirements form(s)
- Financial Disclosures and Potential Conflicts of Interest form(s),

The documents submitted to the Owner shall be in electronic pdf format and follow the Owner's file naming convention. The forms and file naming convention can be found at: <http://www.uocpres.uillinois.edu/contractors/contracts>. These documents shall be provided to the Owner within 15 calendar days after the execution of the Contract or after execution of the subcontract, whichever is later.

The Level 1 Contractor must provide the above information for any Level subcontractors added or changed which results in a contract value exceeding \$50K during the term of the contract.

Any subcontracts entered into prior to receiving a fully executed copy of the Contract are done at the Contractor and subcontractors own risk.

9. NOTICES

All notices shall be given by hand delivery to the Owner’s Representative, the Professional Services Consultant or the Contractor’s Project Manager, as applicable, or by delivery confirmation, to the following addressees:

To Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

To Professional Services Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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

Attention: \_\_\_\_\_

All notices shall be effective upon receipt.

10. OWNER’S RIGHT TO MAKE GOOD CONTRACTOR’S DEFICIENCIES

If the Contractor should neglect to prosecute the Work or any part thereof diligently and properly or fail to properly perform any provision required by the Contract Documents, the Owner, after three days’ written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may, by Change Order, deduct the cost thereof from any payment then or thereafter due the Contractor, provided, however, that the Professional Services Consultant shall approve both such action and the amount charged to the Contractor.

11. OWNER’S WEB-BASED PROJECT MANAGEMENT SYSTEM (“PRZM”)

Contractor shall use the Owner’s web-based project management system (“PRZM”) to access and exchange project information with team members throughout the Project’s life. This includes providing electronic copies of subcontractor agreements and signed Certifications and Statutory Requirements form and the Financial Disclosures and Potential Conflicts of Interest form for each subcontractor; processing payment applications, schedules, change requests/clarifications project-related submittals; and other services as identified in this Agreement, unless otherwise directed. Failure to comply with this requirement may be deemed a material breach of this agreement. Training on this system is available and is required to be taken by Contractor representative.

12. COUNTERPARTS/FACSIMILE SIGNATURES

This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as and of the day and year first hereinabove set forth.

CONTRACTOR:

**NAME OF CONTRACTOR**

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

\_\_\_\_\_  
PRINT NAME

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

OWNER:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_  
Avijit Ghosh, Comptroller DATE

**CONTRACTOR PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_,  
 \_\_\_\_\_, a corporation  
*(Insert Proper Name of Surety)*  
 organized and existing under the laws of the State of \_\_\_\_\_ and duly  
 authorized to do business in the State of Illinois, as surety ("Surety"), and  
 \_\_\_\_\_,  
*(Insert Proper Name of Contractor)*  
 \_\_\_\_\_, a \_\_\_\_\_ organized  
*(Insert Address)* *(Insert Form of Entity)*  
 and duly authorized to do business in the State of Illinois, as principal ("Contractor"), enter into,  
 execute this bond ("Performance Bond"), and firmly bind ourselves unto THE BOARD OF TRUSTEES  
 OF THE UNIVERSITY OF ILLINOIS, as Obligee ("Owner"), in the penal sum of (AMOUNT IN  
 WORDS)  
 \$ \_\_\_\_\_, as of the date of the last signature of the parties hereto.

WHEREAS, the Contractor has executed a contract with the Owner herewith ("Construction  
 Contract") for construction of \_\_\_\_\_  
 \_\_\_\_\_  
*(Insert Description and Location of the Construction Project)*  
 ("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond  
 containing the terms and conditions set forth herein as a condition to executing the Construction  
 Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for  
 themselves, their heirs, administrators, executors, successors, and assigns agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it was copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied.
2. If Owner believes there is a possibility that Contractor will not fully perform, Owner reserves the right to contact Surety to notify Surety of potential default and seek preventative action from Surety. If Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall, within 15 working days, proceed to take one, or at its option, more than one of the following courses of action:
  - 2.1 Complete full performance of the Construction Contract, by using a completing contractor jointly selected by the Surety and the Owner, including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor, pursuant to a written takeover agreement.
  - 2.2 During such performance by the Surety the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination.

- 2.3 Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Construction Contract. The Surety shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in the form of those bonds hereby furnished to the Owner for the Project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,
- 2.4 Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.
3. The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action it intends to take or advising that it requires more time to investigate the default and selection a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the Surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if Owner determines that it is in the best interest of Owner to maintain progress of the work, the Owner may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by Owner, in no case may the Surety take longer than 30 working days to advise Owner on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by Owner to maintain the progress to the extent the costs exceed the unpaid sums as would have been due and payable to the Contractor under the Construction Contract in absence of the default and termination, subject to the penal sum of the bond.
4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs, and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses, and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.
5. In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum.
6. The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.
7. This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto, together with their heirs,

administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

- 8. Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS

\_\_\_\_\_  
*C/O (Address of the University of Illinois construction unit responsible for the Project)*  
\_\_\_\_\_  
\_\_\_\_\_

- 9. Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
*(INSERT PROPER NAME OF CONTRACTOR)*

\_\_\_\_\_  
*(INSERT PROPER NAME OF SURETY)* SEAL

By: \_\_\_\_\_  
*(SIGNATURE OF AUTHORIZED SIGNATORY)*

By: \_\_\_\_\_  
*(SIGNATURE OF AUTHORIZED SIGNATORY)*

\_\_\_\_\_  
*(OFFICE OR TITLE OF PERSON SIGNING)*

\_\_\_\_\_  
*(OFFICE OR TITLE OF PERSON SIGNING)*

ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED.

**CONTRACTOR PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_,  
 \_\_\_\_\_, a corporation  
*(Insert Proper Name of Surety)*  
 organized and existing under the laws of the State of \_\_\_\_\_  
 and duly authorized to do business in the State of Illinois, as surety ("Surety"), and  
 \_\_\_\_\_  
*(Insert Proper Name of Contractor)*  
 \_\_\_\_\_, a \_\_\_\_\_ organized  
*(Insert Address)* *(Insert Form of Entity)*  
 and duly authorized to do business in the State of Illinois, as principal ("Contractor"), enter into, execute  
 this bond ("Payment Bond"), and firmly bind ourselves unto THE BOARD OF TRUSTEES OF THE  
 UNIVERSITY OF ILLINOIS, as Obligee ("Owner"), in the penal sum of (AMOUNT IN WORDS)  
 \$ \_\_\_\_\_, as of the date of the last signature of the parties  
 hereto.

WHEREAS, the Contractor has executed a contract with the Owner herewith ("Construction  
 Contract") for construction of \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
*(Insert Description and Location of the Construction Project)*  
 ("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the  
 terms and conditions set forth herein as a condition to executing the Construction Contract with the  
 Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for  
 themselves, their heirs, administrators, executors, successors and assigns agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to  
 the same extent and effect as though it was copied verbatim herein. The Surety and the  
 Contractor are bound for the full performance of the Construction Contract including without  
 exception all of its terms and conditions, both express and implied, and, without limitation,  
 specifically including Contractor's obligation to pay for labor, materials, services and equipment  
 provided in connection with performance of the Construction Contract;
2. For purposes of this Payment Bond, Beneficiary is defined as a person or entity who has actually  
 provided labor, material, equipment, services or other items for use in furtherance of the  
 Construction Contract, and having:
  - 2.1. a direct contract with the Contractor; or
  - 2.2. a direct contract with a subcontractor of the Contractor; or
  - 2.3. rights, under the laws of the State of Illinois, to file a lien, a claim or notice of lien, or  
 otherwise make a claim against the Project or against funds held by the Owner, if the  
 Project or such funds is, or were, subject to such filing.

- 3. The Surety shall not be obligated hereunder to a Beneficiary other than a Beneficiary having a direct contract with the Contractor unless such Beneficiary has given written notice of its claim to the Contractor and the Surety within the longer of:
  - 3.1. ninety (90) days after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,
  - 3.2. the period of time provided by the State of Illinois for (1) filing of a lien, claim of lien, notice of lien, if the Project is, or were, subject to such filing, or (2) otherwise making a claim against the Project or against funds held by the Owner stating the amount claimed and identifying, by name and address, the person or entity to whom such labor, material, equipment, services or other items were provided.
- 4. In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum.
- 5. Upon receipt of a claim from a Beneficiary hereunder, the Surety shall promptly, and in no event later than 15 days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:
  - A. making payment of all sums not in dispute; and,
  - B. stating the basis for disputing any sums not paid.
- 6. No action shall be commenced by a Beneficiary hereunder after the passage of the longer of one (1) year following final completion of the Construction Contract or, if this bond is provided in compliance with the law of the State of Illinois, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a payment bond by a third-party beneficiary thereof.
- 7. Any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

\_\_\_\_\_

— *C/O (Address of the University of Illinois construction unit responsible for the Project)*

\_\_\_\_\_



CONTRACTOR:

SURETY:

\_\_\_\_\_  
(INSERT PROPER NAME OF CONTRACTOR)

\_\_\_\_\_  
(INSERT PROPER NAME OF SURETY) SEAL

By: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED SIGNATORY)

By: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(OFFICE OR TITLE OF PERSON SIGNING)

\_\_\_\_\_  
(OFFICE OR TITLE OF PERSON SIGNING)

ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED.

**ASSIGNED SUBCONTRACTOR PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_,  
 \_\_\_\_\_, a corporation  
*(Insert Proper Name of Surety)*  
 organized and existing under the laws of the State of \_\_\_\_\_ and duly  
 authorized to do business in the State of Illinois, as surety ("Surety"), and  
 \_\_\_\_\_  
*(Insert Proper Name of Subcontractor)*  
 \_\_\_\_\_, a \_\_\_\_\_ organized  
*(Insert Address)* *(Insert Form of Entity)*  
 and duly authorized to do business in the State of Illinois, as principal ("Subcontractor"), enter into,  
 execute this bond ("Performance Bond"), and firmly bind ourselves unto THE BOARD OF TRUSTEES  
 OF THE UNIVERSITY OF ILLINOIS ("Owner"), as Obligee, in the penal sum of (AMOUNT IN  
 WORDS) \$ \_\_\_\_\_, as of the date of the last signature of the parties  
 hereto.

WHEREAS, the Subcontractor has executed a contract with the Owner herewith  
 ("Construction Contract") for construction of  
 \_\_\_\_\_  
 \_\_\_\_\_  
*(Insert Description and Location of the Construction Project)*  
 ("Project"); and,

WHEREAS, the Owner has required the Subcontractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Subcontractor;

WHEREAS, upon the Subcontractor's execution of said Construction Contract with the Owner, the Owner has assigned its rights and delegated its duties therein to \_\_\_\_\_ ("Contractor"), the Contractor has accepted said assignment of rights and delegation of duties, the Subcontractor and the Surety have agreed to said assignment of rights and delegation of duties, and the Subcontractor and the Surety each intend that said assignment of rights and delegation of duties constitute a novation whereby the Contractor is substituted for the Owner as a party to the Construction Contract; and,

WHEREAS, the Subcontractor and the Surety, with the Owner's consent, each intend that the Contractor be substituted for the Owner as the Obligee hereon;

NOW THEREFORE, the Surety and the Subcontractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors, and assigns agree:

1. The foregoing recitals are hereby incorporated herein and by reference made a part hereof to the same extent and effect as though they were copied verbatim in this Paragraph 1.
2. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it was copied verbatim herein. The Surety and the Subcontractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied and, without limitation, specifically including Subcontractor's obligation to pay for labor, materials, services and equipment provided in connection with performance of the Construction Contract;
3. The Contractor is hereby substituted for the Owner as the Obligee herein.

4. If the Subcontractor is in default of the Construction Contract and the Obligees by written notice to the Subcontractor and the Surety, declares the Subcontractor to be in default and terminates the right of the Subcontractor to proceed, the Surety shall, within 15 working days, proceed to take one, or at its option, more than one of the following courses of action:
  - 4.1 Complete full performance of the Construction Contract, by using a completing subcontractor jointly selected by the Surety and Owner, including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Subcontractor, pursuant to a written takeover agreement;
  - 4.2 During such performance by the Surety the Obligees shall pay the Surety from its own funds only such sums as would have been due and payable to the Subcontractor under the Construction Contract as and when they would have been due and payable to the Subcontractor in the absence of the default and termination.
  - 4.3 Applicable law permitting, and with the prior written consent of the Obligees, obtain bids or proposals from contractors previously identified as being acceptable to the Obligees, for full performance of the Construction Contract. The Surety shall furnish the Obligees a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Obligees, the best responsive bid or proposal and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Obligees for the Obligees' execution. Upon execution by the Obligees of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Obligees a performance bond and a separate payment bond, each in a form acceptable to the Obligees. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Obligees shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Subcontractor under the Construction Contract as and when they would have been due and payable to the Subcontractor in the absence of the default and termination. To the extent that the Obligees is obligated to pay the completing contractor sums which would not have then been due and payable to the Subcontractor under the Construction Contract, the Surety shall provide the Obligees with such sums in a sufficiently timely manner that the Obligees can utilize such sums in making timely payment to the completing contractor; or,
  - 4.4 Take any and all other acts, if any, mutually agreed upon in writing by the Obligees and the Surety.
5. The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action it intends to take or advising that it requires more time to investigate the default and selection a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the Surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if Owner determines that it is in the best interest of Owner to maintain progress of the work, the Owner may continue to work until the completing subcontractor is prepared to commence performance. Unless otherwise agreed to by Owner, in no case may the Surety take longer than 30 working days to advise Owner on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by Owner to maintain the progress to the extent the costs exceed the unpaid sums as would have been due and payable to the Contractor under the Construction Contract in absence of the default and termination, subject to the penal sum of the bond.
6. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Obligees all loss, costs, and expenses resulting from the Subcontractor's default(s), including, without

limitation, fees, expenses, and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

- 7. In no event shall the Surety be obligated to the Obligee hereunder for any sum in excess of the Penal Sum.
- 8. The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.
- 9. This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Obligee and, if applicable, any additional obligee designated by rider attached hereto, together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.
- 10. Any and all notices to the Surety, the Subcontractor, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBCONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

\_\_\_\_\_  
\_\_\_\_\_

C/O (Address of the University of Illinois construction unit responsible for the Project)

- 11. Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

SUBCONTRACTOR:

\_\_\_\_\_  
(INSERT PROPER NAME OF SUBCONTRACTOR)

SURETY:

\_\_\_\_\_  
(INSERT PROPER NAME OF SURETY) SEAL

By: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED SIGNATORY)

By: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(OFFICE OR TITLE OF PERSON SIGNING)

\_\_\_\_\_  
(OFFICE OR TITLE OF PERSON SIGNING)

ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED.

The Owner hereby consents to the substitution of the Contractor in lieu of the Owner as Obligee on the foregoing Assigned Subcontractor Performance Bond.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_  
Avijit Ghosh, Comptroller DATE

**ASSIGNED SUBCONTRACTOR PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_,  
 \_\_\_\_\_, a corporation  
*(Insert Proper Name of Surety)*  
 organized and existing under the laws of the State of \_\_\_\_\_ and duly  
 authorized to do business in the State of Illinois, as surety ("Surety"), and \_\_\_\_\_  
 \_\_\_\_\_  
*(Insert Proper Name of Subcontractor)*  
 \_\_\_\_\_, a \_\_\_\_\_ organized  
*(Insert Address)* *(Insert Form of Entity)*  
 and duly authorized to do business in the State of Illinois, as principal ("Subcontractor"), enter into,  
 execute this bond ("Payment Bond"), and firmly bind ourselves unto THE BOARD OF TRUSTEES OF  
 THE UNIVERSITY OF ILLINOIS ("Owner"), as Obligee, in the penal sum of (AMOUNT IN WORDS)  
 \$ \_\_\_\_\_, as of the date of the last signature of the parties hereto.

WHEREAS, the Subcontractor has executed a contract with the Owner herewith ("Construction  
 Contract") for construction of \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
*(Insert Description and Location of the Construction Project)*  
 ("Project"); and,

WHEREAS, the Owner has required the Subcontractor to furnish this Payment Bond containing  
 the terms and conditions set forth herein as a condition to executing the Construction Contract with the  
 Subcontractor;

WHEREAS, upon the Subcontractor's execution of said Construction Contract with the Owner,  
 the Owner has assigned its rights and delegated its duties therein to \_\_\_\_\_  
 ("Contractor"), the Contractor has accepted said assignment of rights and delegation of duties, the  
 Subcontractor and the Surety have agreed to said assignment of rights and delegation of duties, and the  
 Subcontractor and the Surety each intend that said assignment of rights and delegation of duties  
 constitute a novation whereby the Contractor is substituted for the Owner as a party to the Construction  
 Contract; and,

WHEREAS, the Subcontractor and the Surety, with the Owner's consent, each intend that the  
 Contractor be substituted for the Owner as the Obligee hereon;

NOW THEREFORE, the Surety and the Subcontractor, both jointly and severally, and for  
 themselves, their heirs, administrators, executors, successors and assigns agree:

1. The foregoing recitals are hereby incorporated herein and by reference made a part hereof to  
 the same extent and effect as though they were copied verbatim in this Paragraph 1.
2. The Construction Contract is hereby incorporated herein and by reference made a part hereof to  
 the same extent and effect as though it was copied verbatim herein. The Surety and the  
 Subcontractor are bound for the full performance of the Construction Contract including without  
 exception all of its terms and conditions, both express and implied, and, without limitation,  
 specifically including Subcontractor's obligation to pay for labor, materials, services and  
 equipment provided in connection with performance of the Construction Contract;
3. The Contractor is hereby substituted for the Owner as the Obligee herein.

4. For purposes of this Payment Bond, Beneficiary is defined as a person or entity who has actually provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract, and having:
  - 4.1 a direct contract with the Subcontractor; or
  - 4.2 a direct contract with a subcontractor of the Subcontractor; or
  - 4.3 rights, under the laws of the State of Illinois, to file a lien, a claim or notice of lien, or otherwise make a claim against the Project or against funds held by the Owner or the Contractor, if the Project or such funds is, or were, subject to such filing.
5. The Surety shall not be obligated hereunder to a Beneficiary other than a Beneficiary having a direct contract with the Subcontractor unless such Beneficiary has given written notice of its claim to the Subcontractor and the Surety within the longer of:
  - 5.1 ninety (90) days after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,
  - 5.2 the period of time provided by the State of Illinois for (1) filing of a lien, claim of lien, notice of lien, if the Project is, or were, subject to such filing, or (2) otherwise making a claim against the Project or against funds held by the Owner or the Contractor, stating the amount claimed and identifying, by name and address, the person or entity to whom such labor, material, equipment, services or other items were provided.
6. In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum.
7. Upon receipt of a claim from a Beneficiary hereunder, the Surety shall promptly, and in no event later than 15 days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Contractor and the Owner) by:
  - 7.1 making payment of all sums not in dispute; and,
  - 7.2 stating the basis for disputing any sums not paid.
8. No action shall be commenced by a Beneficiary hereunder after the passage of the longer of one (1) year following final completion of the Construction Contract or, if this bond is provided in compliance with the law of the State of Illinois, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a payment bond by a third-party beneficiary thereof.
9. Any and all notices to the Surety, the Subcontractor, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

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SUBCONTRACTOR:

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CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS

\_\_\_\_\_

*C/O (Address of the University of Illinois construction unit responsible for the Project)*

\_\_\_\_\_

SUBCONTRACTOR:

\_\_\_\_\_  
*(INSERT PROPER NAME OF SUBCONTRACTOR)*

SURETY:

\_\_\_\_\_  
*(INSERT PROPER NAME OF SURETY)* SEAL

By: \_\_\_\_\_  
*(SIGNATURE OF AUTHORIZED SIGNATORY)*

By: \_\_\_\_\_  
*(SIGNATURE OF AUTHORIZED SIGNATORY)*

\_\_\_\_\_  
*(OFFICE OR TITLE OF PERSON SIGNING)*

\_\_\_\_\_  
*(OFFICE OR TITLE OF PERSON SIGNING)*

ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED.

The Owner hereby consents to the substitution of the Contractor in lieu of the Owner as Obligee on the foregoing Assigned Subcontractor Payment Bond.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_  
Avijit Ghosh, Comptroller DATE

To: **Contractor  
Address**

Date:  
Project Name/Number:  
Contract Amount:  
Division:

### NOTICE OF INTENT TO AWARD CONTRACT

Subject to review and approval by the Board of Trustees of the University of Illinois and the Procurement Policy Board of the State of Illinois, the University of Illinois intends to award to your firm a contract for the above-referenced division of work on the project identified herein. Please promptly execute and return to the Board of Trustees of the University of Illinois the attached documents indicated below:

1. **AGREEMENT.** Please execute the documents in accordance with the attached instructions and return all copies to the University for signature. One fully executed copy will be returned to you for your files.
2. **PERFORMANCE BOND AND PAYMENT BOND.** The contract amount is stated thereon. Please have your bonding company execute the bonds in accordance with the attached instructions and return all executed copies to the University for approval. One approved copy will be returned to you for your files.
3. **CERTIFICATE OF INSURANCE.** The Certificate of Insurance submittal requirements shall be in accordance with Article 18 of the General Conditions. The Evidence of Property for builder's risk insurance policy submittal requirements applicable to only the designated party identified on Document 00 10 00 – Notice to Bidders, Paragraph 2.8 shall be in accordance with Article 19 of the General Conditions. Please name The Board of Trustees of the University of Illinois and **OTHER DESIGNATED PARTIES TO BE NOTED HERE** as additional insured in the appropriate locations.
4. **SUBSTANCE ABUSE PREVENTION PROGRAM.** Prior to commencement of Work, Contractor shall submit to Owner a written Program that meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265). **Submit a written program to the Owner only if the program has been revised since submitted with the annual prequalification**
5. **ATTACHMENT A – BEP SUBCONTRACTOR/SUPPLIER CERTIFICATION.** A copy of Attachment A is enclosed. Please submit a completed and signed Attachment A for each of the IL CMS certified BEP subcontractor(s) and/or supplier(s) being utilized to meet the designated diversity goals as previously specified on Attachment B that was submitted with your bid proposal to the University for this project. Each form must be signed by the BEP certified subcontractor or supplier and must be submitted with your executed contract.
6. **REQUEST FOR ELECTRONIC PAYMENT:** Upon processing of the required form (<https://www.obfs.uillinois.edu/payments-vendors-students/vendor-setup-update/ach-setup/>), authorized payments from the University would be made directly to your company's designated bank account, without the production of a paper check. The University is prepared to offer payment terms of 'Net 20', in exchange for your enrollment in ACH/direct deposit. Under this offer, the University shall make every effort possible to deliver payment within 20 days after receipt of a complete and proper invoice. If you are interested in enrolling in our program, please review the instructions with the "Direct Deposit of Accounts Payable Authorization Agreement Form", complete the form and submit it according to the instructions.

All of the above documents are to be returned as a set to **Project Manager**, (address of the University of Illinois construction unit responsible for the respective project), as soon as possible but no later than fifteen (15) days after receipt of this notice. Upon official approval by the Board of Trustees of the University of Illinois and the Procurement Policy Board of the State of Illinois, and upon the satisfactory execution and approval of these documents, your firm will be issued written notice of award and notice to proceed. Your bid deposit will be released and you may commence work as specified in the Contract Documents. Please note that the University of Illinois does not have authorization for, nor will it permit, the expenditure of funds prior to approval by the Board of Trustees of the University of Illinois and the Procurement Policy Board of the State of Illinois.

All vendors are required to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500/1 et seq.). Bidder shall provide all required forms completed by subcontractor(s) as required in 00 50 00 – Standard Contract Execution Forms, Article 8 Constitutional and Statutory Provisions. Electronic copies of the required forms and the file naming convention are available online at: <http://www.uocpres.uillinois.edu/contractors/contracts>.

The awarded low, responsive and responsible Bidder will be required to register with the Owner's Vendor Services Application, and will be required to ensure that all Bidders' subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 'General Conditions' are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at: <https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

A preconstruction conference will be scheduled shortly and you will be notified of its date, time, and location.

I appreciate your cooperation and timely response to this notice and look forward to a pleasant working relationship with your firm on this project.

Sincerely,

PROJECT MANAGER, TITLE

PM/sec  
Attachments  
Copies:

UNIVERSITY OF ILLINOIS  
Notice of Intent to Award Contract *and* Notice of Award of Contract  
Attachment A: BEP Subcontractor/Supplier Certification

**Section 1: To be completed by Prime Contractor**

U OF I Project No.: \_\_\_\_\_ Project Title: \_\_\_\_\_  
Contractor's Name: \_\_\_\_\_  
FTIN Number: \_\_\_\_\_ Area Code/Telephone Number: \_\_\_\_\_  
Official Address (Street): \_\_\_\_\_  
(City, State, Zip Code): \_\_\_\_\_  
Subcontract/Supplier for: \_\_\_\_\_  
Subcontractor's/Supplier's Name: \_\_\_\_\_  
FTIN Number: \_\_\_\_\_ Area Code/Telephone Number: \_\_\_\_\_  
Official Address (Street): \_\_\_\_\_  
(City, State, Zip Code): \_\_\_\_\_

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**Section 2: To be completed and signed by each BEP certified Subcontractor/Supplier**

- I. Subcontractor/Supplier certifies that the proposed subcontract will be in the amount of  
\$ \_\_\_\_\_ for \_\_\_\_\_ work
- II. Subcontractor/Supplier certifies that the business is certified with CMS and is:
- A.  Minority owned: (check one)  
 Black/African American  Hispanic  Asian American  Native American/Alaskan Native
- B.  Women owned
- C.  Owned By A Person With A Disability

as defined in Section 2 of the Minority and Women Owned Business Enterprise Act, as amended (30 ILCS 575) (See definitions)

- III. Subcontractor/Supplier certifies that the information included herein is true and correct, and that the subcontractor agrees, if Contractor is awarded the Project, to enter into the indicated subcontract. Subcontractor/Supplier agrees to immediately notify Owner of all changes to this Certification.
- IV. **A true copy of the signed subcontract or supply agreement shall be delivered to Owner in accordance with Document 00 20 00** and Owner shall be given complete and accurate information from time to time regarding the actual work performed on the project and the payments under the subcontract.

**NOTE:** IT IS A CRIME UNDER THE LAWS OF THE STATE OF ILLINOIS TO OBTAIN A STATE CONTRACT BY MAKING FALSE STATEMENTS OR MISREPRESENTATIONS TO A STATE AGENCY.

Respectfully submitted and signed this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

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

Signature \_\_\_\_\_ **\*\*Signature Required\*\***

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

Subcontractor/Supplier Firm Name: \_\_\_\_\_

To: **Contractor  
Address**

Date:  
Project Name/Number:  
Contract Amount:  
Division:

**NOTICE OF AWARD OF CONTRACT**

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, and the Procurement Policy Board of the State of Illinois have approved the award of your firm's contract for the above-referenced division of work on this project. This award is subject to your promptly executing and returning to THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS the attached documents indicated below:

1. **AGREEMENT.** Please execute the documents in accordance with the attached instructions and return all copies to the University for signature. One fully executed copy will be returned to you for your files.
2. **PERFORMANCE BOND AND PAYMENT BOND.** The contract amount is stated thereon. Please have your bonding company execute the bonds in accordance with the attached instructions and return all executed copies to the University for approval. One approved copy will be returned to you for your files.
3. **CERTIFICATE OF INSURANCE.** The Certificate of Insurance submittal requirements shall be in accordance with Article 18 of the General Conditions. The Evidence of Property for builder's risk insurance policy submittal requirements applicable to only the designated party identified on Document 00 10 00 – Notice to Bidders, Paragraph 2.8, should be in accordance with Article 19 of the General Conditions. Please name The Board of Trustees of the University of Illinois, and its assignees, if any, and **OTHER DESIGNATED PARTIES TO BE NOTED HERE** as additional insureds in the appropriate locations.
4. **SUBSTANCE ABUSE PREVENTION PROGRAM.** Prior to commencement of Work, Contractor shall submit to Owner a written Program that meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265). Submit a written program to the Owner only if the program has been revised since submitted with the annual prequalification
5. **ATTACHMENT A – BEP SUBCONTRACTOR/SUPPLIER CERTIFICATION.** A copy of Attachment A is enclosed. Please submit a completed and signed Attachment A for each of the IL CMS certified BEP subcontractor(s) and/or supplier(s) being utilized to meet the designated diversity goals as previously specified on Attachment B that was submitted with your bid proposal to the University for this project. Each form must be signed by the BEP certified subcontractor or supplier and must be submitted with your executed contract.
6. **REQUEST FOR ELECTRONIC PAYMENT:** Upon processing of the required form (<https://www.obfs.uillinois.edu/payments-vendors-students/vendor-setup-update/ach-setup/>), authorized payments from the University would be made directly to your company's designated bank account, without the production of a paper check. The University is prepared to offer payment terms of 'Net 20', in exchange for your enrollment in ACH/direct deposit. Under this offer, the University shall make every effort possible to deliver payment within 20 days after receipt of a complete and approved invoice. If you are interested in enrolling in our program, please review the instructions with the "Direct Deposit of Accounts Payable Authorization Agreement Form", complete the form and submit it according to the instructions.

All of the above documents are to be returned as a set to **Project Manager**, (address of the University of Illinois construction unit responsible for the respective project), as soon as possible but no later than fifteen (15) days after receipt of this notice. Upon satisfactory execution and approval of these documents, your firm will be issued a written notice to proceed; your bid deposit will be released; and you can commence work as specified in the Contract Documents.

All vendors are required to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500/1 et seq.). Bidder shall provide all required forms completed by subcontractor(s) as required in 00 50 00 – Standard Contract Execution Forms, Article 8 Constitutional and Statutory Provisions. Electronic copies of the required forms and the file naming convention are available online at: <http://www.uocpres.uillinois.edu/contractors/contracts>.

The awarded low, responsive and responsible Bidder will be required to register with the Owner's Vendor Services Application, and will be required to ensure that all Bidders' subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 'General Conditions' are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at: <https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

A preconstruction conference will be scheduled shortly and you will be notified of its date, time, and location. I appreciate your cooperation and timely response to this notice and look forward to a pleasant working relationship with your firm on this project. Sincerely,

**PROJECT MANAGER  
TITLE**

**PM/sec**  
Attachments  
Copies:

UNIVERSITY OF ILLINOIS

Notice of Intent to Award Contract *and* Notice of Award of Contract  
Attachment A: BEP Subcontractor/Supplier Certification

**Section 1: To be completed by Prime Contractor**

U OF I Project No.: \_\_\_\_\_ Project Title: \_\_\_\_\_  
Contractor's Name: \_\_\_\_\_  
FTIN Number: \_\_\_\_\_ Area Code/Telephone Number: \_\_\_\_\_  
Official Address (Street): \_\_\_\_\_  
(City, State, Zip Code): \_\_\_\_\_  
Subcontract/Supplier for: \_\_\_\_\_  
Subcontractor's/Supplier's Name: \_\_\_\_\_  
FTIN Number: \_\_\_\_\_ Area Code/Telephone Number: \_\_\_\_\_  
Official Address (Street): \_\_\_\_\_  
(City, State, Zip Code): \_\_\_\_\_

**Section 2: To be completed and signed by each BEP certified Subcontractor/Supplier**

- I. Subcontractor/Supplier certifies that the proposed subcontract will be in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_ work.
- II. Subcontractor/Supplier certifies that the business is certified with CMS and is:
  - A.  Minority owned: (check one)
    - Black/African American
    - Hispanic
    - Asian American
    - Native American/Alaskan Native
  - B.  Women owned
  - C.  Owned By A Person With A Disability

as defined in Section 2 of the Minority and Women Owned Business Enterprise Act, as amended (30 ILCS 575) (See definitions)

- III. Subcontractor/Supplier certifies that the information included herein is true and correct, and that the subcontractor agrees, if Contractor is awarded the Project, to enter into the indicated subcontract. Subcontractor/Supplier agrees to immediately notify Owner of all changes to this Certification.
- IV. **A true copy of the signed subcontract or supply agreement shall be delivered to Owner in accordance with Document 00 20 00** and Owner shall be given complete and accurate information from time to time regarding the actual work performed on the project and the payments under the subcontract.

**NOTE:** IT IS A CRIME UNDER THE LAWS OF THE STATE OF ILLINOIS TO OBTAIN A STATE CONTRACT BY MAKING FALSE STATEMENTS OR MISREPRESENTATIONS TO A STATE AGENCY.

Respectfully submitted and signed this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

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

Signature \_\_\_\_\_ **\*\*Signature Required\*\***

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

Subcontractor/Supplier Firm Name: \_\_\_\_\_

Contractor Name  
Contractor Address

Date

Project Name/Number:  
Contract Amount:  
Date of Award:  
Division: *List contractor and all assigned subcontractor divisions of work here*

**NOTICE OF AWARD OF CONTRACT/NOTICE TO PROCEED CONSTRUCTION**

The BOARD of TRUSTEES of the UNIVERSITY OF ILLINOIS on **DATE** notified your firm of its intent to award a contract to your firm for the above referenced division of work on this project.

The BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS and the Procurement Policy Board of the State of Illinois have approved the award of your firm’s contract. We have received and executed all required documentation (Agreement, Payment Bond, Performance Bond and required Liability, Builders Risk Insurance and Substance Abuse Prevention Program) to proceed with awarding you the above contract.

Pursuant to the terms of the Contract Documents, you are hereby notified to commence work at the start of business on **DATE**. Please provide a copy of this Notice to each contractor that has been assigned to you as evidence of approval to proceed.

The Substantial Completion Date set forth in the Contract Documents is **##** calendar days from the start date shown above, and has been calculated to be **DATE**.

The Preconstruction Conference has been scheduled for **DATE** at **TIME** at the **LOCATION**. A representative from your firm should be present at this meeting. **OR**

The Preconstruction Conference will be scheduled in the near future. Date, time and location will be forthcoming. A representative from your firm should be present at this meeting.

All vendors are required to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500/1 et seq.). Bidder shall provide all required forms completed by subcontractor(s) as required in 00 50 00 – Standard Contract Execution Forms, Article 8 Constitutional and Statutory Provisions. Electronic copies of the required forms and the file naming convention are available online at: <http://www.uocpres.uillinois.edu/contractors/contracts>.

The awarded low, responsive and responsible Bidder will be required to register with the Owner’s Vendor Services Application, and will be required to ensure that all Bidders’ subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 ‘General Conditions’ are also registered in the Owner’s Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at: <https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

I am the Owner’s Representative and am authorized to administer your contract for and in the name of The Board of Trustees of the University of Illinois. A copy of the signed and executed Agreement for this project is enclosed. **OR** A copy of the signed and executed Agreement for this project will be sent under separate cover.

I appreciate your cooperation in responding to this notice and am looking forward to a pleasant working relationship with your firm on this project.

Sincerely,  
**OWNER’S REPRESENTATIVE NAME**

**PM/sec**  
**(Enclosure)**  
Copies:

Date

Contractor Name  
Contractor Address

Project Name/Number:

Contract Amount:

Date of Award:

Division: *List contractor and all assigned  
subcontractor divisions of work here*  
(No Assignment) or (with Assigned  
Subcontractors)

**NOTICE TO PROCEED**

We have received and executed all required documentation (Agreement, Payment Bond, Performance Bond and required Liability, Builders Risk Insurance and Substance Abuse Prevention Program) to proceed with awarding you the above contract.

Pursuant to the terms of the above-referenced contract, you are hereby notified to commence work at the start of business on **DATE**. Please provide a copy of this Notice to each contractor that has been assigned to you as evidence of approval to proceed.

The Substantial Completion Date set forth in the Contract Documents is **##** calendar days from the start date shown above, and has been calculated to be **DATE**.

The Preconstruction Conference has been scheduled for **DATE** at **TIME** at the **LOCATION**. A representative from your firm should be present at this meeting. **OR**

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I appreciate your cooperation in responding to this notice and am looking forward to a pleasant working relationship with your firm on this project.

Sincerely,

**OWNER'S REPRESENTATIVE NAME**

**PM/sec**  
**Enclosure**  
Copies:

END OF DOCUMENT 00 50 00