

Contracts+ Document Submittal Requirements

Important Note: Delete this page from the Main Document prior to submitting the contract to the Internal Review Round.

Construction Contract Award

REMINDER: The following documents must be submitted as PDF unless otherwise noted for each Division of Work before contract review can begin. After document reviews are completed by UOCP, an Award posting on the Procurement Bulletin will be requested. A reminder that CEI Review and PPB Waiver will be issued no sooner than on the 15th calendar day after the Award has been published on the Bulletin.

- IPG Form A, Form B, or the submitted CPO Financial Disclosure Affidavit
- Bid Tabs for each Division of Work in Excel
- Attachment B for each Division of Work
- Signed Bid Tab
- Bid Award Summary for each division of work
- PSC Bid Evaluation/Recommendation Letter
- Conflict of Interest Review & Acceptance, if applicable
- Single Bid Justification(s) and Request for Approval, if applicable
- Submission of BOT required Project Construction Sign to and review by the BOT Office and UOCP for projects requiring BOT Approval for Project, Budget, and/or Contracts

AGREEMENT

PROJECT: [[Project Name (FCPWeb Name Preferred)]]

PROJECT No:
[[Capital Project Number (FCPWeb Project # Preferred)]]

SINGLE PRIME CONTRACTOR

PROFESSIONAL SERVICES CONSULTANT:
[[Professional Services Firm - Name]]

CONTRACT SUM:
\$[[Value]]

CAMPUS: [[Project Location]]

THIS AGREEMENT, made and entered into in the City of [[Agreement Location]], State of Illinois, as of the date of the last signature of the parties hereto, by and between:

[[Name (Primary Second Party)]]
[[Street Line 1 (Primary Second Party)]]
[[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]], [[Postal Code (Primary Second Party)]]

a(n) [[Single Prime Contractor - Legal Structure]], existing under the laws of the State of [[Single Prime Contractor - Laws of the State of]], hereinafter and in the Contract Documents referred to as the "Contractor" whose registered agent in Illinois is

[[Single Prime Contractor - Registered Agent Name]]
[[Single Prime Contractor - Registered Agent Address]]
[[Single Prime Contractor - Registered Agent City]], [[Single Prime Contractor - Registered Agent State Code]], [[Single Prime Contractor - Registered Agent Zip Code]]

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 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.

<Alternate Clause: CCON – Contractor Request Fixed Dates Single Prime Alt>
<Yes option: CCON - Contractor Request Fixed Dates Single Prime - Yes>

- 2.2 Completion Dates. 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 [[Provide the requested alternate contract fixed date language. Single Prime.]].

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.

<End yes option>

<No option: CCON - Contractor Request Fixed Dates Single Prime - No>

- 2.2 Completion Dates. 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 [[Number of days to Substantial Completion from Notice to Proceed Single Prime]] 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.

<end no option>

<Alternate Clause: CCON – Liquidated Damages Single Prime Alt>

<Yes option: CCON - Liquidated Damages Single Prime - Yes>

- 2.3 Liquidated Damages for Delay.

2.3.A For Delay in Substantial Completion. The parties acknowledge that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur significant actual damages of types and in amounts which are impossible or extremely difficult to calculate and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for delay in Substantial Completion that is not caused solely by the Owner (hereinafter "Contractor Delay"), the Contractor agrees that liquidated damages will be assessed and recovered by the Owner against Contractor in the event of Contractor Delay and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. To the best of their ability and based on information available to them as of the time of entering into this Contract, Contractor and Owner have estimated that the fairest and best approximation of actual damages that will be incurred for each day of Contractor Delay beyond the Contract Time is [[Substantial Completion Delay Per Day Amount in Text Single Prime]] (\$[[Substantial Completion Delay Per Day Amount Single Prime]]) per calendar day unless reduced by the Owner. Therefore, in lieu of actual damages, Contractor shall pay Owner liquidated damages in the aforesaid amount per day for each calendar day of Contractor Delay. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

- 2.3.B 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 Contractor Delay for which Owner has withheld payment and Owner reasonably believes that there has been or will be no other event of Contractor Delay for which Owner would be entitled to withhold from amounts otherwise due Contractor, Owner shall promptly release to Contractor those funds withheld, in anticipation of liquidated damages.
- 2.3.C The Construction Manager shall monitor the progress of the Project against construction schedule to achieve Substantial Completion by the Completion Date. Contractor shall coordinate its Work with the Construction Manager to allow for monitoring progress.
- 2.3.D Disputes between or among two or more Subcontractors pertaining to the creation, application, and modification of the Construction Schedule, the furnishing of resources to meet the Construction Schedule, interferences and delays claimed between Subcontractors, default in any of the obligations of another Subcontractor that delays, interferes or otherwise harms Contractor or another Subcontractor, and other coordination and scheduling decisions involving Subcontractors (“coordination decisions”) shall be resolved by Contractor consistent with the content and intent of the Contract Documents. The progress of the Work shall not be delayed, by action of Contractor in resolving claims by Subcontractors.
- 2.3.E [Deleted.]
- 2.3.F In the event of a dispute between Contractor and Owner, Contractor’s sole and exclusive remedy for all claims is use of and resort to the Claim provisions of the Contract Documents. The remedies provided therein against Owner in connection with actions by Contractor shall be exclusive.
- 2.3.G Contractor shall have no right of action against Owner, Construction Manager or Professional Services Consultant in connection with any dispute, or a decision rendered in connection with a dispute, between or among Contractor and its Subcontractors.
- 2.3.H Contractor shall conform to the scheduling requirements in the Contract Documents and the General Requirements of the Specifications and shall provide for expeditious and practical execution of the Work.
- 2.3.I Owner, the Construction Manager (if any) and Professional Services Consultant will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely Contractor’s rights and responsibilities under the Contract Documents. Neither will Owner, the Construction Manager (if any) and Professional Services Consultant be responsible for Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. Neither will Owner, the Construction Manager or Professional Services Consultant have control over or charge of or be responsible for acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

<End yes option>

<No option: CCON - Contractor Liquidated Damages - No>

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.

<End no option>

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 [[Single Prime Contract - Total Contract Amount Written in Words]] (\$[[Value]]) which shall constitute the Contract Sum. The Contract Sum is based upon the following base bids (including scope and amounts to be performed by the Contractor and Protected Subcontractors as identified in 00 10 00 Single Prime Section 2.1.A) and accepted alternate(s) if any, of Contractor and Protected Subcontractors which are described in the Contract Documents and are hereby accepted by the Owner:

<Alternate Clause: CCON – Section 3.1 Single Prime Total Bid Amounts Alt> This clause is used to display the required number of Alternate Work Items (0 through 10). Only the option for 2 Alternate Work Items is shown here:

<2 option: CCON – Section 3.1 Single Prime Total Bid Amounts - 2>

Total Single Prime Base Bid (All Divisions of Work, included): \$[[Single Prime Contract - Total Base Bid Amount (Numeric)]]

Total Single Prime Alternate #1: [[Single Prime Alternate Work Item 1 Description]]

\$[[Single Prime Contract - Total Bid Amount Alternate Work Item 1]]

Total Single Prime Alternate #2: [[Single Prime Alternate Work Item 2 Description]]

\$[[Single Prime Contract - Total Bid Amount Alternate Work Item 2]]

<Alternate Clause: CCON – Section 3.1 Single Prime DOW1 Bid Amounts Alt> This clause is used to display the required number of Alternate Work Items (1 through 10). Only the option for 2 Alternate Work Items is shown here:

<2 option: CCON – Section 3.1 Single Prime DOW1 Bid Amounts - 2>

3.1.A [[Single Prime Contractor - Division of Work]] [[Single Prime Contractor - Firm Name]]

Base Bid: \$[[Single Prime Contractor DOW #1 - Base Bid Amount]]

Alternate #1: [[Single Prime Alternate Work Item 1 Description]]

\$[[Single Prime Contractor DOW #1 - Bid Amount Alternate Work Item #1]]

Alternate #2: [[Single Prime Alternate Work Item 2 Description]]

\$[[Single Prime Contractor DOW #1 - Bid Amount Alternate Work Item #2]]

<End 2 option>

<Alternate Clause: CCON – Section 3.1 Single Prime DOW2 Bid Amounts Alt> This clause is used to display the Alternate Work Items (all 10) if the Single Prime is performing a 2nd Division of Work.

<Yes option: CCON – Section 3.1 Single Prime DOW2 Bid Amounts - Yes>

3.1.B [[Single Prime Contractor - Division of Work #2]] [[Single Prime Contractor - Firm Name]]

Base Bid: \$[[Single Prime Contractor DOW #2 - Base Bid Amount]]

Alternate #1: [[Single Prime Alternate Work Item 1 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #1]]

Alternate #2: [[Single Prime Alternate Work Item 2 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #2]]

Alternate #3: [[Single Prime Alternate Work Item 3 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #3]]

Alternate #4: [[Single Prime Alternate Work Item 4 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #4]]

Alternate #5: [[Single Prime Alternate Work Item 5 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #5]]

Alternate #6: [[Single Prime Alternate Work Item 6 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #6]]

Alternate #7: [[Single Prime Alternate Work Item 7 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #7]]

Alternate #8: [[Single Prime Alternate Work Item 8 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #8]]

Alternate #9: [[Single Prime Alternate Work Item 9 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #9]]

Alternate #10: [[Single Prime Alternate Work Item 10 Description]]
 \$[[Single Prime Contractor DOW #2 - Bid Amount Alternate Work Item #10]]
 <End Yes option>

<Alternate Clause: CCON – Section 3.1 Single Prime Protected Subcontractor Bid Amounts Alt> This clause is used to display the required combination of Protected Subcontractors (1 through 5) and Alternate Work Items (0 through 9). Only the option for 3 Protected Subcontractors and 2 Alternate Work Items is shown here:

<3 Protected Subcontractors and 2 Alternate Work Items Option: CCON – Section 3.1 Single Prime Protected Subcontractor Bid Amounts – 3 PS 2 AWI>

3.1.C [[Protected Subcontractor 1 - Division of Work]][[Protected Subcontractor 1 - Firm Name]]

Base Bid: \$[[Protected Subcontractor 1 - Base Bid]]

Alternate #1: [[Single Prime Alternate Work Item 1 Description]]
 \$[[Protected Subcontractor 1 - Alternate Work Item #1 Bid Amount]]

Alternate #2: [[Single Prime Alternate Work Item 2 Description]]
 \$[[Protected Subcontractor 1 - Alternate Work Item #2 Bid Amount]]

3.1.D [[Protected Subcontractor 2 - Division of Work]][[Protected Subcontractor 2 - Firm Name]]

Base Bid: \$[[Protected Subcontractor 2 - Base Bid]]

Alternate #1: [[Single Prime Alternate Work Item 1 Description]]

\$[[Protected Subcontractor 2 - Alternate Work Item #1 Bid Amount]]

Alternate #2: [[Single Prime Alternate Work Item 2 Description]]

\$[[Protected Subcontractor 2 - Alternate Work Item #2 Bid Amount]]

3.1.E [[Protected Subcontractor 3 - Division of Work]][[Protected Subcontractor 3 - Firm Name]]

Base Bid: \$[[Protected Subcontractor 3 - Base Bid]]

Alternate #1: [[Single Prime Alternate Work Item 1 Description]]

\$[[Protected Subcontractor 3 - Alternate Work Item #1 Bid Amount]]

Alternate #2: [[Single Prime Alternate Work Item 2 Description]]

\$[[Protected Subcontractor 3 - Alternate Work Item #2 Bid Amount]]

<End 3 PS and 2 AWI option>

Note: No identified Protected Subcontractor may be terminated without the written consent of Owner.

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:

3.3.A.1 Contractor's own forces 15 %

3.3.A.2 Subcontractors 5 % (including Assigned Subcontractors).

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

3.3.A.3 Contractor's own forces 5 %

3.3.A.4 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 General Conditions, the Construction Documents, any supplemental conditions, any special conditions, any subsequent Change Orders, field orders, 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.

<Alternate Clause: CCON – 4.2 Addenda Single Prime Alt> Up to 5 addenda dates are populated automatically.

<5 Addenda date option: CCON – 4.2 Addenda Single Prime - 5>

4.2 Addenda. The following addenda were issued prior to bid opening date and are hereby incorporated into this contract:

#1 dated [[Addenda Date 01 for Single Prime]]

#2 dated [[Addenda Date 02 for Single Prime]]

#3 dated [[Addenda Date 03 for Single Prime]]

#4 dated [[Addenda Date 04 for Single Prime]]

#5 dated [[Addenda Date 05 for Single Prime]]

<End 5 Addenda date option>

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 [[Single Prime Contract - Total Contract Amount Written in Words]] (\$[[Value]]) as required by and in accordance with the terms of the General Conditions. Each bond shall name Owner as Oblige.

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 [[Single Prime Contractor - Federal Tax Identification Number]] is its Federal Taxpayer Identification Number and that it is doing business as a [[Single Prime Contractor - Legal Structure]].

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.

7.3 University of Illinois Supplemental Certifications

7.3.A Vendor is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Owner under the

Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Owner and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Vendor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under this Contract for which adequate books and records are not available.

- 7.3.B Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. Vendor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration (30 ILCS 500/50-38).
- 7.3.C This applies only if procuring Owner receives Medicare or Medicaid funding. Vendor certifies that neither it nor any of its directors, officers, employees, agents or subVendors who may provide services pursuant to this Contract (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency.
- 7.3.D Vendor further certifies that neither it nor any of its Agents is presently subject to an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer.
- 7.3.E The following certification is applicable for professional services consultants and subconsultants only. Vendor shall comply with the Copeland "Anti Kickback" Act, as codified in 18 USC 874 (2010), and comply with the payment provisions and obligations detailed by the Office of the Secretary of Labor in 29 CFR, Part 3 (2010).
- 7.3.F The following certification is applicable for professional services consultants and subVendors and this applies only if procuring Owner receives Medicare or Medicaid funding. Vendor agrees to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this contract and any books, documents and records necessary to verify the costs of services rendered under this agreement. Vendor further agrees to make said contract and any books, documents and necessary records available until the expiration of four years after the completion of the agreement. In the event Vendor subcontracts any and all of its duties under this contract to another party and said subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Vendor agrees that the subcontract shall contain a clause requiring the subVendor to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized

representatives, the subcontract and any books, documents and records of the subVendor that are necessary to verify the nature of the costs under the subcontract. Vendor agrees to indemnify and hold harmless the Owner in the event that any of its Medicare reimbursement is denied or disallowed due to the failure of Vendor or any of its subVendors to comply with the requirements of this provision. Such indemnity shall include but not be limited to the amount of reimbursement denied or disallowed, plus any interest, penalties and fees.

- 7.3.G The following certification is applicable for contractors and subcontractors only. Pursuant to the Prevailing Wage Act, Vendor 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. (2010).
- 7.3.H The vendor 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 vendor, 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 vendor 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 vendor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
- 7.3.I Pursuant to the Veterans Preference Act, Vendor shall give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions, pursuant to the guidelines in 330 ILCS 55/0.01 et. seq. (2010).
- 7.3.J The following certification is applicable for contractors only. Affidavit to Maintain a Primary Place of Employment in Illinois. By his/her signature, the officer of Vendor signing these certifications makes the following affirmation on behalf of Vendor as required by 30 ILCS 500/30-22(8): If awarded a Contract, Vendor will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the Contract throughout the term of the Contract.

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

Contract Type	Level	Contract	Dollar amount
Single Prime	1	With Owner	All
Protected Subcontractor	2	With Single Prime	All
Subcontractor*	2 or 3	With Single Prime or Protected Subcontractor	> \$50,000
Subcontractors' Subcontractor *	3 and below	With Level 2 and below	> \$50,000

* Certifications are required for >\$50,000 and Financial Disclosures are required for >\$100,000.

Level 1 Contractor

8.3.A The Form A, Form B Certifications and Disclosures, or the submitted CPO Financial Disclosure Affidavit submitted by the Level 1 Contractor with the Bid documents are hereby made part of this contract.

8.3.B The Supplemental University of Illinois Certifications identified in the Statutory Certifications section on the Contract in addition to the Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit are incorporated into this contract. 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.
- Form A, Form B, or CPO Financial Disclosure Affidavit
- Certifications are required for greater than \$50,000.
- Financial Disclosures are required for greater than \$100,000.

Note: Filling out Form A or Form B will satisfy the above certifications and financial disclosure requirements. However, in circumstances where the contractor has an active contract with the owner and has already vetted their financial disclosures and potential conflicts of interest from that active contract within the last 12 months from the date of contract award on the Illinois Procurement Bulletin, the contractor may submit a signed CPO Financial Disclosure Affidavit attesting that the original submission of its financial disclosures and potential conflicts of interest have not been altered or changed. This affidavit may be used, under the circumstances referenced in 30 ILCS 500/50-35(j), in place of the full Financial Disclosures and Conflicts of Interest form otherwise required by the Procurement Code and will satisfy the certification requirements referenced above.

The Supplemental University of Illinois Certifications identified in the Statutory Certifications section below are to be implemented into all subcontractors on this project.

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: https://www.uocpres.uillinois.edu/contracts_forms/for_contractors. 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 Professional Services Consultant or the Contractor's Project Manager, as applicable, or by delivery confirmation, to the following addressees:

TO OWNER:

[[Capital Organization - Name]]

[[Capital Organization - Address]]

[[Capital Organization - City]], [[Capital Organization - State Code]], [[Capital Organization - Zip Code]]

Attention: [[Owner Contact Name for Notices]]

TO PROFESSIONAL SERVICES CONSULTANT:

[[Professional Services Firm - Name]]

[[Professional Services Firm - Address]]

[[Professional Services Firm - City]], [[Professional Services Firm - State Code]], [[Professional Services Firm - Zip Code]]

Attention: [[Professional Services Firm - Contact Name]]

<Alternate Clause: CCON - Notice to Construction Manager Alt> Yes option only

<Yes option: CCON – Notice to Construction Manager – Yes>

TO CONSTRUCTION MANAGER:

[[Construction Management Firm - Name]]

[[Construction Management Firm - Address]]

[[Construction Management Firm - City]], [[Construction Management Firm - State Code]]

[[Construction Management Firm - Zip Code]]

Attention: [[Construction Management Firm - Contact Name]]

<End yes option>

TO CONTRACTOR:

[[Name (Primary Second Party)]]

[[Street Line 1 (Primary Second Party)]]

[[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]]

[[Postal Code (Primary Second Party)]]

Attention: [[Single Prime Contractor - Contact Name]]

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.

<Alternate Clause: CCON – Using PRZM? Alt> Yes option only

<Yes option: CCON – Using PRZM? Alt>

11 OWNER'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Contractor shall use the Owner's web-based Project Management System to access and exchange project information with team members throughout the Project's life. This includes providing electronic copies of subcontractor agreements and signed Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit 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.

<End yes option>

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.

<p style="text-align: center; font-size: 24px; color: #ccc;">University of Illinois Signature Block</p> <hr/> <p>Comptroller Delegate Signature</p> <hr/> <p>Signature Date</p>	<p>[[Name (Primary Second Party)]]</p> <hr/> <p>By</p> <hr/> <p>Printed</p> <hr/> <p>Title</p> <hr/> <p>Date</p>
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CONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we [[Single Prime Contractor - Surety Name]], a corporation organized and existing under the laws of the State of [[Single Prime Contractor - Surety Laws of the State of]] and duly authorized to do business in the State of Illinois, as surety ("Surety"), and

[[Name (Primary Second Party)]]
[[Street Line 1 (Primary Second Party)]]
[[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]], [[Postal Code (Primary Second Party)]]

a [[Single Prime Contractor - Legal Structure]] organized 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 [[Single Prime Contract - Total Contract Amount Written in Words]] (\$[[Value]]), 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 [[Project Name (FCPWeb Name Preferred)]], ([[Capital Project Number (FCPWeb Project # Preferred)]]) at [[Project Location]] ("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 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:

[[Single Prime Contractor - Surety Name]]

[[Single Prime Contractor - Surety Address]]

[[Single Prime Contractor - Surety City]], [[Single Prime Contractor - Surety State Code]] [[
Single Prime Contractor - Surety Zip Code]]

CONTRACTOR:

[[Name (Primary Second Party)]]

[[Street Line 1 (Primary Second Party)]]

[[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]], [[Postal Code (Primary Second Party)]]

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

[[Capital Organization - Name]]

[[Capital Organization - Address]]

[[Capital Organization - City]], [[Capital Organization - State Code]], [[Capital Organization - Zip Code]]

- 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:

[[Name (Primary Second Party)]]

[[Single Prime Contractor - Surety Name]]

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 [[Single Prime Contractor - Surety Name]], a corporation organized and existing under the laws of the State of [[Single Prime Contractor - Surety Laws of the State of]] and duly authorized to do business in the State of Illinois, as surety ("Surety"), and

[[Name (Primary Second Party)]]
[[Street Line 1 (Primary Second Party)]]
[[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]], [[Postal Code (Primary Second Party)]]

a [[Single Prime Contractor - Legal Structure]] organized 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 [[Single Prime Contract - Total Contract Amount Written in Words]] (\$ [[Value]]), 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 [[Project Name (FCPWeb Name Preferred)]], ([[Capital Project Number (FCPWeb Project # Preferred)]]) at [[Project Location]] ("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:

5.1 making payment of all sums not in dispute; and,

5.2 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:

[[Single Prime Contractor - Surety Name]]

[[Single Prime Contractor - Surety Address]]

[[Single Prime Contractor - Surety City]], [[Single Prime Contractor - Surety State Code]]

[[Single Prime Contractor - Surety Zip Code]]

CONTRACTOR:

[[Name (Primary Second Party)]]

[[Street Line 1 (Primary Second Party)]]

[[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]]

[[Postal Code (Primary Second Party)]]

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

[[Capital Organization - Name]]

[[Capital Organization - Address]]

[[Capital Organization - City]], [[Capital Organization - State Code]]

[[Capital Organization - Zip Code]]

CONTRACTOR:

[[Name (Primary Second Party)]]

By:

(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

SURETY:

[[Single Prime Contractor - Surety Name]]

SEAL

By:

(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED