

Project Title:
Project #:
Project Location:

AGREEMENT

PROJECT:

PROJECT No:

DIVISION:
(Contractor)
(With Assigned Subcontractors)

PROFESSIONAL SERVICES CONSULTANT:

CONTRACT
SUM: \$

CAMPUS:

THIS AGREEMENT, made and entered into in the City of , State of Illinois,
as of the day of , , by and between:

, a(n) , hereinafter and in the Contract Documents referred to as the
"Contractor" whose registered agent in Illinois is:

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, 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.

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The Contractor, shall furnish all of the labor, materials, 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 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,



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.

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

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 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 Articles 6 and 12 of the General Conditions.

3.3 Change Order Markups.

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).

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.

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

#	<input type="text"/>	dated	<input type="text"/>	#	<input type="text"/>	dated	<input type="text"/>	#	<input type="text"/>	dated	<input type="text"/>
#	<input type="text"/>	dated	<input type="text"/>	#	<input type="text"/>	dated	<input type="text"/>	#	<input type="text"/>	dated	<input type="text"/>
#	<input type="text"/>	dated	<input type="text"/>	#	<input type="text"/>	dated	<input type="text"/>	#	<input type="text"/>	dated	<input type="text"/>

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:

A.

B.

C.

D.

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

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, if the Contractor is an individual, certifies that the Contractor is not in default for a period of six months or more and in the amount of \$600 or more on the repayment of any educational loan guaranteed by the State Scholarship Commission or made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education.
- 7.2 The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another State.

- 7.3 The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony and further certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The Contractor acknowledges that the Owner shall declare the contract void if this certification is false.
- 7.4 The Contractor certifies pursuant to the provisions of 30 ILCS 500/50-5(a) that it is not barred from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other State.
- 7.5 The Contractor certifies that [REDACTED] is its Federal Taxpayer Identification Number and that it is doing business as a [REDACTED].
- 7.6 The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 ILCS 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that contractors with twenty-five (25) or more employees certify and agree to take steps to ensure a drug-free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
- 7.7 The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U. S. Export Administration Act of 1979 (Public Act 88-671) or the regulations of the U. S. Department of Commerce promulgated under that Act.
- 7.8 The Contractor certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provision of the Illinois Use Tax Act. The Contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- 7.9 The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- 7.10 The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12 for having been found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years prior to the date of the contract and acknowledges that if this certification is false the University may declare the contract void.

- 7.11 The Contractor certifies that, pursuant to the State Prohibition of Goods from Child Labor Act (Public Act 094-0264), no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

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 The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act (775 ILCS 5). The purpose of this Act is to secure for all individuals within Illinois the freedom from sexual harassment, and from discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit and the availability of public accommodations. The Contractor shall incorporate this clause into all subcontracts under this contract.
- 8.3 Pursuant to 30 ILCS 500/20-65, the Contractor shall maintain, for a period of three (3) years from 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 University under the contract. The contract and all books and records related to the contract shall be available for review and audit by the University and the Illinois Auditor General. If this contract is funded from 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 sponsoring federal agency. The Contractor 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 University for the recovery of any funds paid by the University under this contract for which adequate books and records are not available.
- 8.4 If applicable, Contractor 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 contract. Contractor 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 contract. In the event Contractor 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, Contractor agrees that the subcontract shall contain a clause requiring the subcontractor 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 subcontractor that are necessary to verify the nature of the costs under the subcontract. Contractor 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 Contractor or any of its subcontractors 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.

8.5 If applicable, Contractor certifies that neither the Contractor nor any of their employees or subcontractors, who may provide services pursuant to this contract, is currently the subject of an investigation or proceeding to exclude Contractor or their employee or subcontractor as a provider under Medicare or Medicaid or under any third party insurance program. Nor is the Contractor or any employee or subcontractor currently excluded or barred from submitting claims to Medicare or Medicaid or to any other federal or state health care programs or to any third party insurer. Contractor represents and warrants that Contractor, their employees and subcontractors, have checked the Office of Inspector General's list of excluded individuals and the Government Service Administration's list of parties excluded from federal procurement and non-procurement programs. Contractor shall notify the Owner immediately if Contractor or their employees or subcontractors determine that any of them are no longer certified to provide services due to Medicare or Medicaid exclusion sanctions.

8.6 The Prevailing Wage Act:

1. "An Act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works." (820 ILCS 130/0.01 et. seq. (2000)). Pursuant to this Act, all contractors and subcontractors performing public work shall pay the most current general prevailing rate of hourly wages in the locality in which the work is to be performed, for each craft or type of worker or mechanic needed to execute the contract. The prevailing rate of wages means "the hourly cash wages plus fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works."

The parties stipulate that not less than the prevailing rate of wages as found by the public body, or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under the contract.

The contractor is responsible for reviewing the most recent issues of the Illinois Register in order to determine the latest prevailing wage.

2. The Contractor shall submit monthly to Owner a certified payroll consisting of a complete 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 and its Subcontractors, including Assigned Subcontractors, for services performed under this Agreement. 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 or Subcontractor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

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 certified U.S. Mail, to the following addressees:

To Owner:

Attention:

To Contractor:

Attention:

To Professional Services Consultant:

Attention:

All notices shall be effective upon receipt; provided, however, that when provided by U.S. Mail, notices become effective three (3) business days following the date of posting.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) original counterparts all as and of the day and year first hereinabove set forth.

CONTRACTOR:

[Redacted signature box]

By: _____

Title: _____

OWNER:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Comptroller

Attest: _____
Secretary

Approved:

Director
(University of Illinois construction unit responsible for the respective project)

IF THIS CONTRACT IS \$250,000 or MORE, THE FOLLOWING ADDITIONAL SIGNATURES ARE REQUIRED:

B. Joseph White, President

Thomas R. Bearrows, University Counsel

CONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we [redacted]
, a corporation organized and existing under the laws of the State of [redacted]
and duly authorized to do business in the State of Illinois, as surety ("Surety"), and
[redacted]

, a [redacted] 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

[redacted]
, as of [redacted].

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

[redacted]

; 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 the Contractor is in default of the Construction Contract and the 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 thereupon promptly notify the Owner in writing as to which
of the actions permitted to the Surety in Paragraph 3 it will take.

3. Upon default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall, within 30 days, proceed to take one or, at its option, more than one of the following courses of action:
 - A. Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. 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.
 - B. 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,
 - C. Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.
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

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:

_____ SEAL

_____ SEAL

By: _____

By: _____

ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED.

CONTRACTOR PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we [redacted]
, a corporation organized and existing under the laws of the State of [redacted]
and duly authorized to do business in the State of Illinois, as surety ("Surety"), and
[redacted]

, a [redacted] 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

[redacted]
, as of [redacted].

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

[redacted]

; 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:
 - A. a direct contract with the Contractor; or
 - B. a direct contract with a subcontractor of the Contractor; or
 - C. 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:
 - A. ninety (90) days after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,
 - B. 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;
 - C. 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 30 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

CONTRACTOR:

_____ SEAL

By: _____

SURETY:

_____ SEAL

By: _____

ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED.