

*The Owner reserves the right to eliminate any of the Locations for budgetary reasons.*

*SSRBC Standard Specifications for Road and Bridge Construction in Illinois – Illinois Department of Transportation, Current Edition.*

*SSWSMC Standard Specifications for Water and Sewer Main Construction in Illinois, Illinois Society of Professional Engineers, et al., Current Edition.*

3. In submitting this Proposal, the undersigned acknowledges receipt of the following addenda: \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , and \_\_\_\_\_ .
4. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
5. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
6. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
7. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
8. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
9. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the Owner and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. **The undersigned agrees to substantial completion of the work within seventy-five (75) calendar days and final completion of the work within one hundred five (105) calendar days of the date stipulated on the "Notice to Proceed"**, unless additional time shall be granted by the OWNER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees

that the Owner shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the Owner. The added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of Owner's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract can constitute such damages.

10. Provisions for Liquidated Damages are set forth in the Agreement.
11. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by Owner because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.
12. By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid.
  - A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
  - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
13. Each person signing the bid shall certify that:
  - A. He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsection (12) above; or
  - B. He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (12) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (12) above.
14. The undersigned herein agrees that **at least 51% of the contracted work** will be completed by the General Contractor. Subcontractors may be used as long as their portion of the contracted work is the minority share of the project in cost. The use of subcontractors will also require the written approval of the City of Saint Charles.

BID SECURITY

ATTACH BANK DRAFT, BANK CASHIER'S CHECK, CERTIFIED CHECK OR A BID  
BOND INSERTED HERE.

*IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.*

(If an Individual) Signature of Bidder: \_\_\_\_\_ (SEAL)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Co-partnership) Firm Name \_\_\_\_\_ (SEAL)

Signature of Bidder \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Names and addresses  
of all members of the Firm)

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

(If a Corporation) Corporate Name \_\_\_\_\_ (SEAL)

Signature \_\_\_\_\_  
*President*

Attested by: \_\_\_\_\_  
*Secretary*

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Names of Officers) President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**CERTIFICATE OF NON-DISQUALIFICATION**

**UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and Dupage Counties, Illinois, that

\_\_\_\_\_  
*(Contractor)*

is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-4 of the Illinois Revised Statutes.

\_\_\_\_\_  
*Name of Contractor*

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

\_\_\_\_\_  
*Print/Type Name*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Expires*

*Notary Seal*

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

**CERTIFICATE OF COMPLIANCE OF  
ILLINOIS COMPILED STATUTES CH. 65, SEC. 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_  
*(Contractor)*

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

\_\_\_\_\_  
*Name of Contractor*

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

\_\_\_\_\_  
*Print/Type Name*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Expires*

*Notary Seal*

**CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and Dupage Counties, Illinois, that

\_\_\_\_\_

*(Contractor)*

shall comply with all local, state and federal safety standards.

\_\_\_\_\_  
*Name of Contractor*

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

\_\_\_\_\_  
*Print/Type Name*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Expires*

*Notary Seal*

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257**

**OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and Dupage Counties, Illinois, that

\_\_\_\_\_  
(Contractor)

complies with the Illinois Human Rights Act as amended by Section 2 – 105, Public Act 87 – 1257 in relation to employment and human rights.

\_\_\_\_\_  
*Name of Contractor*

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

\_\_\_\_\_  
*Print/Type Name*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Expires*

*Notary Seal*



**CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the “Act”) and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that the bidder will file their substance abuse prevention plan.

\_\_\_\_\_  
Name of Contractor

By:

State of \_\_\_\_\_),  
  ss.  
County of \_\_\_\_\_)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

**CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_ (bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

\_\_\_\_\_  
Name of Bidder

By:

State of \_\_\_\_\_),  
  ss.  
County of \_\_\_\_\_)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

JH:cb

**CITY OF ST. CHARLES**  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS WILL BE ACCEPTED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

\_\_\_\_\_

being first duly sworn, deposes and says that he is the \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
(Title or Officer)

and that he has authority to make the following affidavit; that he has knowledge of the City of St. Charles' standards relating to Fair Employment Practices and knows and understands the contents thereof;

that he certifies hereby that it is the policy of \_\_\_\_\_  
(Name of Company)

to recruit, hire, train, upgrade, promote and discipline its employees without regard to race, creed, color, religion, age, sex or physical or mental handicap; and that the company has and enforces policies which prohibit sexual harassment in the workplace.

\_\_\_\_\_  
(Signature)

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(Notary Public)

END 00300

## SECTION 00500

### AGREEMENT

THIS AGREEMENT is dated as the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 by and between the **City of St. Charles, Illinois** (hereinafter called OWNER), and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

This project consists of Sanitary Sewer Lining in 31 individual locations throughout the City of St. Charles. Work shall include the lining of sanitary sewers as well as the reinstatement of service laterals, sanitary sewer cleaning and pre and post construction sanitary sewer televising. This project consists of Storm Sewer Lining in 2 individual locations throughout the City of St. Charles. Work shall include the lining storm sewer as well as the reinstatement of service laterals, storm sewer cleaning and pre and post construction storm sewer televising.

#### Article 2. ENGINEER

The City of St. Charles, Illinois (hereinafter called OWNER), will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

#### Article 3. CONTRACT TIME

**All WORK shall be substantially complete within seventy-five (75) calendar days of the date when Contract Time commences to run as indicated in the Notice to Proceed and provided for in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions within one hundred five (105) calendar days of the date when Contract Time commences to run.**

3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the WORK is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Final Completion until WORK is accepted by OWNER.** At the option of the OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

3.2 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient reason for delay to enable the OWNER to ascertain the necessity and reasonableness of the delay, and the allow ability and eligibility of delay proposed.

#### Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

4.1 Payment shall be made on the basis of the monthly estimates of partial completion, approved by the OWNER, except as otherwise provided in the detailed specifications for each class of WORK.

4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient cost and pricing data to enable the OWNER to ascertain the necessity and reasonableness of costs and amounts proposed, and the allow ability and eligibility of costs proposed.

#### Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the OWNER.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with Paragraph 14.07 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

#### Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.

- 6.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 6.6 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 6.7 The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing such subcontracts shall comply with:
- 6.7.1 All provisions of federal, State and local law,
  - 6.7.2 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to fraud and other unlawful or corrupt practices;
  - 6.7.3 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to access to facilities, records and audit or records; and
  - 6.7.4 The provision requiring a certification of compliance with federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.
- 6.8 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement
- 7.3 Contract, Payment and Performance Bonds
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions.
- 7.7 Supplementary Conditions.
- 7.8 Specifications bearing the title "2015 Sewer Lining Project".
- 7.9 Location Maps, consisting of "2015 Sewer Lining Project" as prepared by the City of St. Charles.
- 7.10 Addenda No's \_\_\_ to \_\_\_, inclusive.
- 7.11 CONTRACTOR's Proposal (Pages 1 to 10, inclusive).
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04 of the General Conditions.

#### Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

#### Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement shall become effective on \_\_\_\_\_, 2015.

**OWNER**  
City of St. Charles, Illinois

**CONTRACTOR**

by \_\_\_\_\_  
Raymond Rogina, Mayor

by \_\_\_\_\_

*(Corporate Seal)*

*(Corporate Seal)*

Attested

Attested

by \_\_\_\_\_  
Nancy Garrison, City Clerk

by \_\_\_\_\_

*(City Seal)*

*(Notary Seal)*

Address for Giving Notices

Address for Giving Notices

City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174

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

END 00500