

**City of St. Charles
Invitation to Bid
Residential Demolition Services**

The City of St. Charles [City] is seeking a Contractor to perform demolition services to several residential dwellings located in St. Charles, Illinois. The projects shall consist of demolishing the structures located on the subject properties, disposing of all debris, and restoring the sites to a pre-developed state. The project shall include all permitting, preparation, labor, materials, equipment and supplies necessary to complete the project.

Mandatory Pre-Bid Meeting

There will be a mandatory Pre-Proposal Meeting in the field to review the sites and existing conditions. Proposers are to meet at 904 South Avenue on **Monday, March 21, 2016 at 8:00 AM.**

Timeline

The City anticipates the following timeline for award.

Bids Due	2:00 pm April 1, 2016
Materials due to Government Services Committee	April 11, 2016
Government Services Committee Approval	April 25, 2016
City Council Approval	May 2, 2016
Notice to Proceed	May 3, 2016

Demolition

1. Project Sites & Conditions

The City has assumed ownership of the following properties, which are the subject properties of this bid.

- a. 904 South Avenue
- b. 811 Illinois Avenue
- c. 115 S. 9th Avenue

The properties are vacant, and the buildings are within the controls of the City. However, the City disclaims any responsibility that representations made by the City regarding conditions or quantities of materials will remain as they were when reviewed by the bidders/contractors during the bidding period, prior to award of the contract, or during the course of the work. The City disclaims any responsibility for any such changes.

2. Summary of Scope of Work

- a. Permitting, Notifications, and Landfill Approvals.

The Contractor shall procure and pay for all permits necessary to carry out the work, including those necessary while the streets or alleys are obstructed either by operations or by the storage of equipment or materials.

The contractor will determine whether any state or local permits or notifications are necessary to perform this work, and will be responsible for any associated fees. The City of St. Charles has indicated that there may be permits required, but there will be no City fees, as the work is being done for the City.

A Kane County Stormwater Permit will be required. The City of St. Charles Public Works Department will submit the permit for these properties and no fees will be charged to the contractor for this permit. The Contractor shall be responsible for complying with all requirements of this permit.

Proper disposal of materials is required, including the hauling and disposal at a licensed subtitle D landfill. The contractor is responsible for obtaining landfill approval and for paying the landfill tipping fees, as well as any Clean Construction Debris Disposal (CCDD) testing.

- b. Erosion Control shall be provided in accordance with all local, county and State requirements. These sites are adjacent to a creek and within the floodplain and/or floodway.
- c. Site Security – The Contractor shall install a fence around the perimeter of each work zone to prevent unauthorized access.
- d. Utility Termination

Contractor shall terminate all utilities at each site.

- Gas disconnect shall be completed in accordance with Nicor specifications.
- City Water shall be disconnected at the B-box.
- Private Storm Sewer services shall be cut and capped on the resident side of the sidewalk.
- Private Sanitary Services shall be cut and capped on the resident side of the sidewalk.

AS AN OPTION, The City is also requesting line item pricing for the disconnection of all City utilities at the main (water, sanitary sewer, storm sewer). This pricing should include appropriate couplings, materials, roadway repairs and restorations. This option will be exercised at the sole discretion of the City.

- e. Demolition

This contract calls for the demolition of three wood framed construction residential dwellings, as well as any and all outbuildings/concrete foundation footings and pads, driveways, residential sidewalks, and all other hardscapes on the properties. Upon completion each property shall be restored to a pre-developed state. All public sidewalks are to remain undisturbed, intact.

The contractor shall haul and properly discard all materials that require landfill disposal. These materials may include asbestos-containing materials, lead painted materials, and demolition debris. It is the contractor's responsibility to performed appropriate testing to determine if there are materials requiring special demolition, hauling or dump requirements. The contractor will line up landfill pricing and approvals, and the price must include payment of all landfill tipping fees and taxes. The price sheet includes a requirement to indicate the quantity of material the contractor estimates will require disposal at the landfill. This information will be used to help interpret bids.

Structures, such as fence posts, existing on the creek bank may be cut down to grade and left in place to prevent the erosion of the bank.

Fencing that provides a mutual benefit to adjacent property owners shall be left in place at the City's discretion. Prior to removal, the designated City representative shall make a determination if a fence stays or is removed.

The contractor shall mobilize all necessary material and labor for the job. Equipment can be left at the job site at the contractor's sole risk. The City will not be responsible for lost, stolen, damaged, or vandalized equipment. The contractor may stage equipment at the Public Works Garage where access is restricted, at the contractor's sole risk.

f. Disposal of Materials

All materials removed from the buildings, including fixtures and appurtenances shall be the property of the Contractor and shall be entirely removed from the premises. The entire premises shall be cleared of all junk, refuse, debris, and materials resulting from the removal of the buildings and contents, down to the building floor. Upon completion of the work, the site shall be left in neat condition.

The contractor shall follow all applicable local, state, and federal laws, regulations and requirements for the disposal of lead, asbestos, and other routinely encountered hazardous substances.

With the contractor invoices, documentation of the quantities of materials handled and their destination will be provided. Copies of landfill disposal load listing will be provided with the contractor invoices, with a breakdown by waste type (asbestos demolition debris or lead containing brick/block). An estimate of the quantity of material (cubic yards or tons) removed for beneficial reuse will be provided with each contractor invoice. A summary of the scrap metal pounds recovered by type (copper, iron, etc.) will be provided with the contractor final invoice.

- g. Backfill all work site depressions with clean mixed clay to drain. *(Source ticket required).
- h. Restoration shall include a cap of clean, pulverized black dirt, seed, and erosion control blanket. Restored ground shall be free of all large rocks as well as any and all demolition debris.
- i. Disturbance of the site shall be limited to the area of the structures being removed. No additional grading shall be performed.

3. Work Progress & Completion

- a. The work schedule shall be coordinated by the City and the Contractor.
- b. A written work schedule shall be agreed upon by the City and the Contractor prior to the commencement of work.
- c. All specified work shall be completed no later than sixteen (16) weeks from the issuance of the City's Notice to Proceed to the Contractor.
- d. The Contractor may not start work before 7:00 AM Monday through Friday.
- e. All work must be completed by 6:00 PM. *(Additional hours prior to 7 AM and after 6 PM must be approved in advance by the designated City representative).
- f. The Contractor may be restricted with respect to work hours each day depending on special events in the area and/or weather events.
- g. Weekend hours [Saturday and Sunday] must be approved in advance by the designated City representative.
- h. Upon commencement of the work specified herein, the Contractor shall work in consecutive regular work days, without delay, until completion of the specified work.
- i. The public streets and sidewalks shall be kept free of debris, litter, and mud throughout the performance of work under this contract.
- j. The public sidewalks and curbs that may serve as access for heavy equipment shall be planked with suitable timbers or plywood sheeting to prevent any damages from occurring.
- k. Any damage to public streets, sidewalks and curbs shall be repaired or replaced at the expense of the Contractor in accordance with the City of St. Charles construction specifications.

1. Equipment use shall be limited to the footprint of the structure(s) and the most direct path to the structure from the road. Any additional earth disturbance shall be kept to the minimal amount required to perform the work.
4. **Custody of the Properties, Buildings**
Upon receipt of written order by the City to commence work, the buildings and their surroundings shall be under the custody of the Contractor.
5. **Supervision & Documentation**
 - a. The City of St. Charles reserves the right to supervise the Demolition site however they see fit.
 - b. The contractor will perform work to the satisfaction of the City and their designated representatives.
6. **Asbestos Abatement**
Contractor shall provide asbestos abatement services as part of this contract. All material containing friable asbestos shall be removed and properly disposed of. Upon completion of the Asbestos remediation, Contractor shall provide written certification to the City that all asbestos containing materials have been removed.

Once the asbestos is removed, but before the commencement of the demolition, the Contractor shall provide sufficient time, not less than one week, for Police and Fire Department training exercises in the properties. That timeline may be waived at the City's discretion.

7. **Site and Traffic Control**
 - a. Pedestrian and vehicular traffic shall be maintained on the streets adjacent to the premises through the life of this Contract.
 - b. The Contractor shall provide and maintain the necessary barricades and traffic control necessary for the protection of the public during the progress of this work.
 - c. The site shall remain secure at all times through the utilization of construction fencing.
 - d. Erosion control in accordance with State and County specifications shall be utilized and inspected daily to protect all on-site catch basins, public storm sewer inlets and the creek located near these sites, eliminating contamination from soil run-off and demolition debris.
 - e. Silt collecting fabric or baskets shall be installed in all open grate storm sewer structures near the selected job sites and are to be removed by the contractor upon completion of the demolition work once all other equipment and materials have been removed.

8. Courteous Neighbor

- a. Site Cleanliness is a must. The Contractor shall be responsible for maintaining a clean work-site.
- b. Keep the property adjacent to buildings clean and free of debris.
- c. Do not store or permit removed materials and equipment to accumulate at the site.
- d. All materials and construction debris shall be removed as it is generated.
- e. The City will reserve the right to routinely inspect the job-site conditions and make recommendations based on observations and site conditions. These recommendations shall be mitigated immediately.
- f. Maintain fencing so that it is safe and functions as intended.
- g. Utilize water to keep the job-site free from dirt and dust.
- h. The Contractor shall not track spoils or demolition materials beyond the fenced in work zone. The roadway adjacent to the work-sites shall remain clean at all times.
- i. The contractor shall notify adjacent property owners of the work to be performed by letter or door hanger prior to mobilization. The notification shall include the address of the work to be performed as well as an anticipated start and end timeframe.

Coordination with Police & Fire Training Exercises

The Contractor shall be accommodating to Police and Fire training schedules if requested.

Work Delay – Cost of Labor and Materials

Any change in the above-referenced work schedule must be agreed upon by both parties. The contract price will remain fixed from the execution of the contract by the City and the Contractor through the completion of the specified work.

Professional Standard

The Contractor is required to have at least five (5) years of experience in demolition industry. They shall provide no less than five references for similar projects in other communities in the past two years, and have a demonstrated safety record.

Safety Officer

The Contractor shall provide a designated Safety Officer contact for the City Inspector to address any safety related concerns that arise on the job. The Safety Officer will be required to respond and address such concerns in a timely manner or within at least one (1) business day.

Job Show Up

The City's Public Works facility, upon request, may be utilized as a job show up location. Utility trucks and private cars may be parked within the Public Works fenced-in yard. The City reserves the right to revoke this privilege. The Public Works yard is open Monday through Friday from 6 a.m. until 5:00 p.m. and locked at all other times.

Prevailing Wages

The Contractor shall abide by the Illinois Prevailing Wage Act, 820 ILCS 130, and must submit certified payroll records with all payment requests. Any request for payment submitted without certified payroll records will not be processed by the City Accounts Payable Department.

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60014

Bid Opening: Friday, April 1, 2016 at 2:00 p.m.

Bidder Information

Company Name: _____ Telephone: _____
Address: _____ Fax: _____
City, State, Zip: _____ Email: _____
Contact Person: _____

BID PRICE: Residential Dwelling Demolition

**The pricing submitted for the addresses below shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the demolition projects.*

1. **904 South Avenue**..... \$ _____
OPTIONAL City Utility Termination at Main \$ _____
Anticipated tons of material removed from site: _____ tons
2. **811 Illinois Avenue**..... \$ _____
OPTIONAL City Utility Termination at Main \$ _____
Anticipated tons of material removed from site: _____ tons
3. **115 S. 9Th Avenue**..... \$ _____
OPTIONAL City Utility Termination at Main \$ _____
Anticipated tons of material removed from site: _____ tons

Anticipated number of days to complete all work form notice to proceed: _____ Days

List any and all deviations from minimum specifications:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative

Title

Company Name

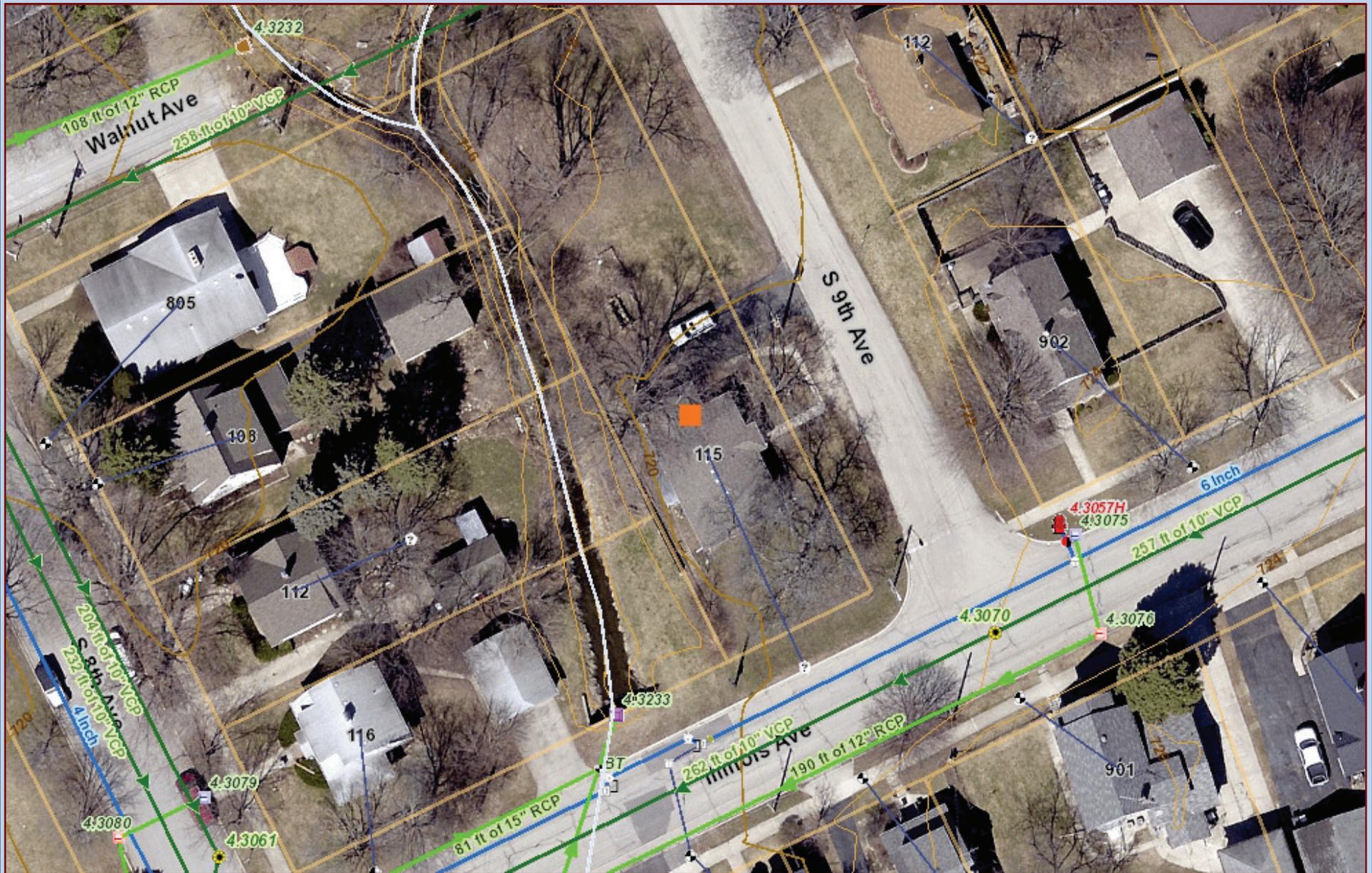
Street Address

City

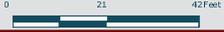
State

Zip Code

(Area Code) Phone Number



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: March 14, 2016 09:59 AM



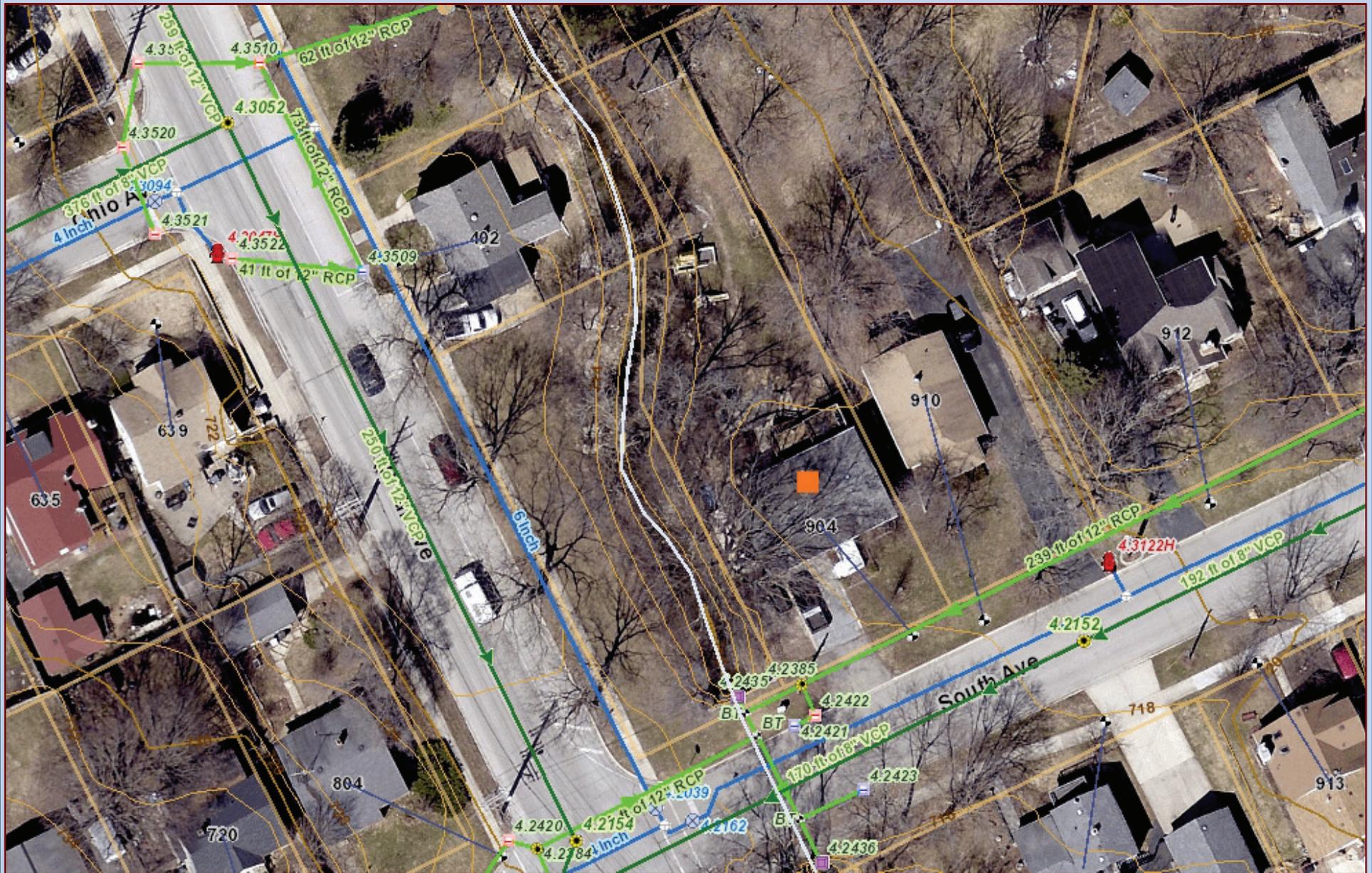
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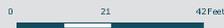
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City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: March 14, 2016 10:02 AM



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Prepared by Precision GIS



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: March 14, 2016 10:03 AM



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CITY OF ST. CHARLES
CONTRACT FOR
DEMOLITION SERVICES

OWNER:

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

CONTRACTOR:

Full Name: _____
Office Address: _____
Contact Person: _____ Telephone Number: _____

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], that are stapled to the end of this Contract.

Proposal/Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

1. THE WORK

A. Contract and Work. Contractor agrees that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and on the terms and conditions set forth in this Contract and Owner's notification of acceptance in the form included in this set of documents, all of the following, all of which is herein referred to as the "Work":

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.

C. Responsibility for Damage or Loss. Contractor agrees that Contractor is responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **[insert brief description of project]** at the **[insert address or description of work site]** (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Contractor by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this

2. CONTRACT PRICE

A. Contractor Representation. Contractor agrees that Contractor will take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

B. Schedule of Prices. For providing, performing, and completing all Work, the **[total Contract Price of:] or [sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated into the Work by the Unit Price set forth below for such Unit Price Item:]**

[insert table of unit prices, if required]

TOTAL CONTRACT PRICE (in figures only):

\$ _____

C. Basis For Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and are not subject to escalation or change; and
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices[.] **]; and]**

[4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.]

C. Time of Payment. It is expressly understood and agreed that all payments will be made in accordance with the following schedule:

[insert schedule re: milestone or progress payments / retainage / requirements / submission dates]

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. CONTRACT TIME

Contractor agrees that Contractor will commence the Work within 10 days after Owner's acceptance of this Contract provided Contractor has furnished to Owner all bonds and all insurance certificates ***[and policies of insurance]*** specified in this Contract (the "Commencement Date"). Contractor agrees that Contractor will perform the Work diligently and continuously and will complete the Work

not later than *[insert date]* or *[_____ days after the Commencement Date]*.

4. FINANCIAL ASSURANCE

A. Bonds. Contractor agrees that Contractor will provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by or otherwise acceptable to Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. Contractor agrees that Contractor will provide certificates ***[and policies]*** of insurance reflecting the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such policies must be in form, and from companies, acceptable to Owner. The insurance coverage and limits set forth below are the minimum coverage and limits and may not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverage and limits that must be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease \$500,000
disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage
Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage
Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"

- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. Contractor agrees that Contractor will indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

D. Penalties. Contractor agrees that Contractor will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

To induce Owner to enter into this Contract, Contractor represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract including without limitation the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved to Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation ***[the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Proposal/Contract, has been attached as an Appendix to this Proposal/Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Proposal/Contract); any other prevailing wage laws]***; any statutes requiring preference to laborers of specified

classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

6. **ACKNOWLEDGEMENTS**

Contractor agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Binding Nature. Contractor is bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to Owner in this Contract are cumulative and are additional to any other or further remedies provided in law or equity or in this Contract.

D. Time. Time is of the essence of this Contract and, except where specifically stated otherwise, references in this Contract to days means calendar days.

E. No Waiver. No examination, inspection, test, investigation, measurement, review, determination,

decision, certificate, or approval by Owner, at any time; nor any information or data supplied by Owner, at any time; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract must be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of that provision, nor the

validity of any other provisions of this Contract will be in any way affected thereby.

H. Amendments. No amendment of any kind of this Contract will be effective unless and until that amendment is reduced to writing and executed and delivered by Owner and Contractor.

I. Assignment. Neither this Contract nor any interest herein may be assigned or subcontracted, in whole or in part, by Contractor except after the prior written consent of Owner.

J. Governing Law. This Contract and the rights of the parties under this Contract must be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this ____ day of _____ 20__.

Contractor's signature: _____

Printed name: _____

Title: _____

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS

The Contract is hereby accepted by the City of S. Charles this ____ day of _____ 20__.

This Acceptance, together with the Contract, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be of no effect nor in any circumstances binding on Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

CITY OF ST. CHARLES

By: _____

Printed name: _____

Title: _____