

CONTRACT

INSTRUCTIONS FOR EXECUTING CONTRACTS

If the Contract is signed by the secretary of the corporation, the following certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary, or assistant secretary, under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Contract be signed with his official signature. Please have the name of the signing party or parties typewritten, or printed, under all signatures to the Contract.

If the Contractor is operating as a partnership, each partner should sign the Contract. If the Contract is NOT signed by all partners, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's (signers') authority to sign such Contract for-and-in-behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's authority to execute such Contract for-and-in-behalf of the Contractor.

If the Contractor is a corporation, the following certificate should be executed:

I, _____, certify that I am the
Secretary of the Corporation,
_____, and that
_____ who signed the foregoing Contract on
behalf of the Contractor, was then _____ of said
Corporation; that said Contract was duly signed for and in-behalf of said Corporation by
authority of its governing body, and is within the scope of its corporate powers.

CONTRACT

BUILDING DEMOLITION OF

114 Carbon Hill Road, O'Fallon, Illinois

THIS CONTRACT, made the _____ day of _____, 2013,
by and between _____, hereinafter
called the "Contractor", and the City of O'Fallon hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

SCOPE OF WORK: The Contractor shall perform everything required to be performed, and shall provide and furnish at his sole cost and expense all the labor, tools, materials (except as otherwise specified), expendable equipment, transportation services, bonds, and insurance required for the **BUILDING DEMOLITION** all in strict accordance with the Contract Documents, including any and all addenda, prepared by the City of O'Fallon, in these Contract Documents referred to, as Owner, which Plans and Specifications, and other Contract Documents, are hereby made a part of this Contract; and the Contractor shall do everything required by this Contract and the other Documents constituting a part hereof.

THE CONTRACT PRICE: The Owner shall pay the Contractor for the performance of the work complete in place, the accepted price submitted by the Contractor pursuant to the "Notice to Bidders", the Owner having accepted the Contractor's proposal as the lowest and best bid. The accepted price shall be set out on the proposal sheets bound in this Specification Document, which proposal sheets are hereby, by reference, made as much a part of this Contract as if repeated verbatim herein.

TIME OF COMPLETION: The Contractor agrees to commence the work to be performed under this Contract within fifteen (30) days after execution of the Contractual Documents, or upon receipt of a substantial portion of materials, and to diligently prosecute the work in such a sequence and manner as to complete the work in all detail ready for continuous and successful operation within the time limit stated in the proposal.

In case the Contractor shall fail to complete the work or any part thereof according to the terms of this Contract, then, and in such case, the Owner reserves the right and is hereby authorized to declare this Contract forfeited and to relet the unfinished portion thereof in the manner provided by law, and such person or persons to whom such work shall have been relet shall be and are hereby authorized to complete said portion of the work without hindrance from the Contractor. And the Contractor shall be liable, in case of nonperformance of this Contract, or any part thereof, and hereby agrees to pay said Owner, as damages, all the costs, charges and expenses attending such reletting, and

also such sums or amounts as it shall cost to complete the said Contract over and above the amounts hereby agreed for the various items therefor.

COMPONENT PARTS OF THIS CONTRACT: This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- 1) Notice to Bidders.
- 2) Special Provisions.
- 3) Addenda Numbers: _____, _____, _____, _____.
- 4) Photos and Maps of the Locations.
- 5) The Contractor's Proposal.
- 6) This Contract.
- 7) The Substance Abuse Prevention on Public Works Act, Public Act 95-0635

CONTRACT PROVISION: The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or his employees; or any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the Owner, harmless against all suits and actions of every name and description brought against said Owner for, or on account of any such injuries to real or personal property, or injuries received, or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this Contract as shall be considered necessary by the Owner may be retained by said Owner to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Owner.

PREVAILING WAGES: No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project. **On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates. At the time of each payment request, the Contractor shall submit copies of weekly payrolls as proof of compliance with prevailing wage rates. Payment will not be made without submittal of this documentation and full compliance with the prevailing wage rates.**

ACCEPTANCE AND FINAL PAYMENT: Upon receipt of written notice that the work is ready for final inspection and when the City of O'Fallon finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and has been accepted by him under the terms and conditions thereof. Before issuance of final certificate the Contractor shall submit to the Owner satisfactory evidence and affidavits that all payrolls, material bills, subcontractors and other indebtedness have been paid.

The City of O'Fallon, upon issuance of the final certificate that the work provided for in this Contract has been completed under the terms and conditions thereof and if the City is satisfied that all work has been completed in a satisfactory manner and according to the terms and conditions of the Contract, will deliver to the Contractor final payment according to the final estimates furnished by the City of O'Fallon, said final payment to be made payable thirty (30) days from the date of final acceptance of the work by the Owner.

To each of the conditions and stipulations of this Contract, the undersigned each for himself, binds itself, its successors and assigns. IN WITNESS WHEREOF, the City of O'Fallon, and the Contractor have hereunto respective set their names the day and year first written above.

| | |
|-----------|-----------------------|
| (SEAL) | _____ |
| | BIDDER - COMPANY NAME |
| — | _____ |
| | ADDRESS |
| — | _____ |
| | CITY / STATE / ZIP |
| BY: _____ | ATTEST: _____ |

| | | | |
|--------------------|-------|-------------------------------|-------|
| _____ | _____ | _____ | _____ |
| TITLE | DATE | TITLE | DATE |
| (SEAL) | | CITY OF O'FALLON, ILLINOIS | |
| | | 255 SOUTH LINCOLN AVENUE | |
| | | O'FALLON, ILLINOIS 62269 | |
| BY: _____ | | ATTEST: _____ | |
| GARY GRAHAM, MAYOR | | PHILIP A. GOODWIN, CITY CLERK | |
| DATE _____ | | DATE _____ | |