

# CONTRACT

## **2026 Trail Rehabilitation and Overlay**

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**

## **2026 Trail Rehabilitation and Overlay**

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between \_\_\_\_\_, hereinafter called the "Contractor", and the St. Clair County Transit District 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, and insurance required for 2026 Trail Pulverizing, Compacting, and Reshaping all in strict accordance with the Contract Documents, including any and all addenda, prepared by the St. Clair County Transit District, 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 Proposal package, 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 after being given the final start date by the ST. CLAIR COUNTY TRANSIT DISTRICT as dictated by weather, and site conditions, 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 at the end of the work day.

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.

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:

- Notice to Bidders
- Project Specifications and Special Provisions
- Addenda Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
- Contractor's Proposal
- This Contract

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.

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 St. Clair County Transit District, 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: \_\_\_\_\_  
SIGNATURE

ATTEST: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

(SEAL)

ST. CLAIR COUNTY TRANSIT DISTRICT, ILLINOIS  
27 NORTH ILLINOIS AVENUE  
BELLEVILLE, ILLINOIS 62220

BY:

\_\_\_\_\_  
ST. CLAIR COUNTY TRANSIT MANAGING DIRECTOR

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
DA