

# CONTRACT

## 2024 Emerson Security Fence Project

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

## 2024 Emerson Security Fence Project

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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, bonds, and insurance required for the **2024 Emerson Security Fence Project** 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, site conditions and to diligently prosecute the work in such a sequence and manner as to complete the work within forty-five days from the date of Notice to Proceed.

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 rebid the unfinished portion thereof in the manner provided by law, and such person or persons to whom such work shall have been rebid 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:

- Notice to Bidders
- Project Specifications and Special Provisions
- Addenda Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
- Contractor's Proposal
- This Contract
- Performance Bond
- The Substance Abuse Prevention On Public Works Act certification
- Illinois Human Rights Act Certificate

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.

ACCEPTANCE AND FINAL PAYMENT: Upon receipt of written notice that the work is ready for final inspection and when the St. Clair County Transit District 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 St. Clair County Transit District, 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 St. Clair County Transit District 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 St. Clair County Transit District, 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 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:

\_\_\_\_\_  
DATE

# PERFORMANCE BOND

KNOW YE ALL MEN BY THESE PRESENTS: That we, the undersigned,

\_\_\_\_\_ as PRINCIPAL, and

\_\_\_\_\_ as SURETY with

authority to do business in Illinois, are held firmly bound unto the St. Clair County Transit

District, Illinois, in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_) lawful money of the United States for the payment of which,

well and truly to be made, we bind ourselves jointly and severally, and our joint and

several heirs, executors, administrators and assigns, firmly by these presents,

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CONDITIONS OF THIS OBLIGATION are such that, the above-named

PRINCIPAL did, on \_\_\_\_\_ day of \_\_\_\_\_, 2024 enter into a written

Contract for **2024 Emerson Security Fence Project** with the St. Clair County Transit District, Illinois, in accordance with the plans and specifications approved and adopted by said St. Clair County Transit District, which are made a part of this Bond. Said PRINCIPAL has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials apparatus, fixtures or machinery furnished to such PRINCIPAL for performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted.

NOW THEREFORE, if the above names and bounden shall well and faithfully do and perform the work of said Contract in all respects according to the time, terms and conditions specified in said Contract and in accordance with all requirements of law, and shall promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service and materials furnished then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

(SEAL) PRINCIPAL

\_\_\_\_\_  
COMPANY NAME  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
CITY / STATE / ZIP

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

\_\_\_\_\_  
TITLE DATE TITLE DATE

(SEAL) SURETY

\_\_\_\_\_  
SURETY COMPANY NAME

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2024.

My commission expires: \_\_\_\_\_  
DATE NOTARY PUBLIC

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ST. CLAIR COUNTY TRANSIT DISTRICT, ILLINOIS

27 NORTH ILLINOIS AVENUE

BELLEVILLE, ILLINOIS 62220

BY:

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

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
DATE

**THE SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT, PUBLIC ACT 95-0635**

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees. And that deal with the subject matter of Public Act 95-0635.

\_\_\_\_\_  
CONTRACTOR/SUBCONTRACTOR

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95- 0635.

\_\_\_\_\_  
CONTRACTOR/SUBCONTRACTOR

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE