

## CONTRACT

THIS CONTRACT is dated as of the 12<sup>th</sup> day of December in the year 2011 by and between the **VILLAGE OF VILLA PARK, ILLINOIS** (hereinafter called OWNER) and Associated Technical Services (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. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **2011 LEAK SURVEY PROJECT**

### ARTICLE 2. ENGINEER

The Project has been designed by the Village of Villa Park Public Works Department. The Village of Villa Park Village Engineer or his designee is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and 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

**3.1.** The Work will meet the requirements for Substantial Completion as defined in Article 1 of the Supplementary Conditions within thirty (30) days, including Saturdays, Sundays and holidays, from the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and will meet the Requirements for Final Completion and be ready for final payment in accordance with Paragraph 14.07 of the General Conditions within forty-five (45), including Saturdays, Sundays and holidays, from the date when the Contract Time commences to run.

**3.2.** Failure to Complete the Work on Time. OWNER and CONTRACTOR recognize that time is of the essence to the contract and that OWNER will suffer financial loss if the Work is not completed within the calendar days stipulated in the Contract as specified in Paragraph 3.1 above or within such extended time as may have been allowed in accordance with Article 12 of the General Conditions. Should CONTRACTOR fail to complete the Work within the calendar days stipulated in the contract or within such extended time as may have been allowed, CONTRACTOR shall be liable and shall pay OWNER the

amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. This liquidated damages provision, as an obligation to the Owner, shall further apply to the Contractor's Surety. Permitting Contractor or Surety to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of Owner of its rights under the Contract. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by OWNER during extended and delayed performance by CONTRACTOR of the Work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of CONTRACTOR.

Schedule of Deductions for Each  
Day of Overrun in Contract Time

<u>Contract Amount</u>		<u>Daily Charges</u>
<u>From More Than</u>	<u>To and Including</u>	<u>Per Calendar Day</u>
\$ 0	\$ 25,000	\$ 300.00
25,000	100,000	375.00
100,000	500,000	550.00
500,000	1,000,000	725.00
1,000,000	2,000,000	900.00
2,000,000	3,000,000	1,100.00
3,000,000	5,000,000	1,300.00
5,000,000	7,500,000	1,450.00
7,500,000	And over	1,650.00

The liquidated damage amount specified will accrue and be assessed for each and every calendar day of overrun, including Saturdays, Sundays and holidays, beyond the number of calendar days stipulated for Substantial Completion in the Contract as specified in Paragraph 3.1 above, until the Work meets the requirements for Substantial Completion. The liquidated damage amount specified will accrue and be assessed for each and every calendar day of overrun, including Saturdays, Sundays and holidays, beyond the number of calendar days stipulated for Final Completion in the Contract as specified in Paragraph 3.1 above, until the Work meets the requirements for Final Completion. OWNER will deduct these liquidated damages from any monies due or to become due to CONTRACTOR from OWNER.

#### **ARTICLE 4. CONTRACT PRICE**

**4.1.** OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as shown in the Bid Form as accepted by OWNER.

#### **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 ENGINEER as provided in the General Conditions.

**5.1.** Progress Payments. OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of Work measure by the schedule of values provided for in the General Conditions and the Supplementary Conditions.

**5.2.** Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07B of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07C

#### **ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

CONTRACTOR makes the following representations:

**6.1.** CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

**6.2.** CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraphs 4.02 and 4.03 of the General Conditions, and accepts the determination set forth in Paragraph SC- 4.02.A.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

**6.3.** CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in

accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.02 and 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

**6.4.** CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, with the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

**6.5.** CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

**6.6.** CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **ARTICLE 7 - CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1.** This Contract
- 7.2.** Performance and Payment Bonds
- 7.3.** Standard General Conditions
- 7.4.** Supplementary Conditions
- 7.5.** Project Specifications
- 7.6.** Drawings
- 7.7.** Addenda
- 7.8.** Instructions to Bidders
- 7.9.** Advertisement for Bids
- 7.10.** CONTRACTOR'S Bid

7.11. Documentation submitted by CONTRACTOR prior to Notice of Award

7.12. The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 of the General Conditions.

7.13. Wage Rates

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.04 of the General Conditions.

## ARTICLE 8 - MISCELLANEOUS

8.1. Terms used in this Contract which are defined in Article 1 of the General Conditions will 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 itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4. Associated Technical Services, having executed a contract for  
(Name of contractor)

**THE 2011 LEAK SURVEY PROJECT, as generally described in the Advertisement for Bids, with the Village of Villa Park, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 720 of the ILLINOIS Compiled Statutes (720 ILCS 5/33E-3 and 5/33E-4).**

By:   
Authorized Agent or Contractor

Subscribed and sworn to before me

This \_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

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

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

This Contract will be effective on, December 12 2011.

OWNER: VILLAGE OF VILLA PARK  
BY: [Signature]  
TITLE: VILLAGE PRESIDENT

CONTRACTOR: ASSOCIATED TECHNICAL SERVICES  
BY: [Signature]  
TITLE: EXECUTIVE VICE PRESIDENT

(CORPORATE SEAL)  
Attest: [Signature]  
Address for giving notices:  
VILLAGE OF VILLA PARK  
20 S. ARDMORE AVENUE  
VILLA PARK, IL 60181

(CORPORATE SEAL)  
Attest: \_\_\_\_\_  
Address for giving notices:  
ASSOCIATED TECHNICAL SERVICES  
524 W. St. Charles Rd.  
VILLA PARK, IL 60181



License No.  
  
(If required by State or  
Municipal Law)

**END OF SECTION**