

AGREEMENT

THIS AGREEMENT is dated as of the 22nd day of April, 2015 by and between the Vermilion County, Illinois (hereinafter referred to as "Owner") and Drennan Septic Services, hereinafter referred to as Contractor.

The 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 Work is generally described as follows: SANITARY SEWER IMPROVEMENT.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

VERMILION COUNTY ANIMAL SHELTER SANITARY SEWER IMPROVEMENT PROJECT

The term "Work" means all construction and services expressly required by, reasonably inferable from, or otherwise reasonably assumed to be required by the Contract Documents and Plans and includes all other labor, materials, equipment, and services required to provide the Owner with a fully functional project.

Article 2. ENGINEER

The Project has been designed by Joseph J. Gleisner, P.E., Gleisner Engineering who is hereinafter referred to as "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

The Contractor agrees to commence work by June 1, 2015 and substantially complete all work by August 3, 2015. For every day there is a delay in either the start date or completion date, there shall be a penalty of \$1,000.00 a day. Grass turf shall be established on-site and project complete and ready for final payment by November 1, 2015. For every day there is a delay in either the start date or completion date, there shall be a penalty of \$100.00 a day.

Article 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds, for the Work performed at the unit bid price stipulated in the Bid for the work completed, subject to additions and deductions as provide on the bid form and in accordance with the project plans and specifications.

Article 5. PAYMENT PROCEDURES

Contractor shall agree with Applications for Payment.

5.1. *Progress Payments* Owner shall make progress payments on account of the Contract price in the basis of Applications for Payment as recommended by Engineer, each month during construction as provided below/ All Progress Payments will be on the basis of the progress of the work measured by the schedule of quantities and unit prices on Bid Form.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal, less the aggregate of payments previously made and less such amounts as Engineer shall determine, typically 10 percent.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95% of the Contract Price, less such amounts as Engineer shall determine.

5.2 *Final Payment* Upon final completion and acceptance of the Work by Engineer. Owner shall pay the remainder of the Contract price as recommended by the Engineer.

Article 6 INTEREST

Owner shall have up to 60 calender days to make progress payments. All monies not paid when due as provided in shall bear interest at the maximum rate allowed by law in Vermilion County.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1. 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.

7.2 The Contractor agrees to follow the Plans and the direction of the "Engineer" without variation. Any conflict of opinion as to proper procedure or operations relative to the installation of the sewer shall be resolved by the County Board Chairman.

BIDDING & CONTRACT DOCUMENTS

Document 00500 - Agreement

7.3 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 Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.4 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.

7.5 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.6 All Subcontractors shall be approved by the Owner and Engineer prior to any Subcontractor's performing any Work. Prior to final payment proof shall be supplied that any subcontractor claims or liens have been satisfied. **The completed work will be delivered free from all liens, claims or encumbrances, of any description whatsoever.**

Article 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

8.1 This Agreement, pages 1 through 5 inclusive

8.2 Bid Form includes 6 pages

8.3 Bid Bond includes 4 pages

8.3 Notice of Award

8.4 Insurance Certificate

8.5 Notice to Proceed

8.6 Prevailing Wage Requirements including Vermilion County Prevailing Wages for March

8.7 Change Order # 1

8.8 Special Conditions includes 5 pages

8.9 Submittals includes 2 pages

8.10 Traffic Regulations & Safety includes 2 pages

8.11 Plans and Specifications , dated April 14, 2015, numbered 1_ through 7.

Article 9 MISCELLANEOUS

9.1 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding upon another party hereto without the written consent of the party sought to be so bound; and specifically but without limitation moneys that may become due and monies 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 Document.

9.2 The 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.

BIDDING & CONTRACT DOCUMENTS

Document 00500 - Agreement

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement 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 Agreement will be effective on April 22, 2015

OWNER:
Vermilion County

By: Michael T. Marron
Michael Marron, Chairman

Attest: Joseph J. Hester
Address for giving notices

Vermilion County Annex, 3rd Floor
Danville, IL 61832

CONTRACTOR:
Drennan Septic Services

By: Troy Drennan
Troy Drennan, President

Attest: Joseph J. Hester
Address for giving notices

3507 Ferndale
Danville, IL 61832

END 00500

BIDDING & CONTRACT DOCUMENTS

Document 00620 - Notice of Award

NOTICE OF AWARD

TO: Drennan Septic Service Inc.
3507 Ferndale Avenue
Danville, Illinois 61834

PROJECT DESCRIPTION: Animal Shelter Sanitary Sewer Improvement Project,
Vermilion County, Illinois

The Owner has considered the BID submitted by you for the above described Work in response to its Advertisement for Bids dated March 6, 2015 and information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ 45,517.86.

You are required by the information for Bidders to execute the Agreement and furnish certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgement copy of this Notice of Award to the Owner.

Dated this 22nd day of April, 2015.

Vermilion County, Illinois
(Owner)

By: Michael J. Marron
Chairman Michael Marron

CONTRACTOR'S ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By Drennan Septic Service this the 22nd day of April, 2015

Tom Drennan
Signed _____ President
Title

END 00620