

CONTRACTING REQUIREMENTS  
Document 00520 - Agreement Form

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the  
year 20\_\_\_\_\_ by and between the City of Aurora, Illinois (hereinafter called the OWNER)  
and \_\_\_\_\_  
\_\_\_\_\_ (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 Work is generally described as follows:

The work includes, but is not limited to the installation of new 1200A Generator Tap Box, 1200A  
Circuit Breaker Disconnect, 1200A Manual Transfer Switch, Cable Tray System, Cable/Conduits  
and all required terminations as part of the generator improvements at the Fox Valley East Booster  
Station in the City, and all related work necessary to complete the project in accordance with the  
plans and specifications.

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

CITY OF AURORA, ILLINOIS  
FOX VALLEY EAST BOOSTER STATION GENERATOR IMPROVEMENTS

Article 2. ENGINEER and AGENCY

The Project has been designed by Crawford, Murphy & Tilly, Inc., 550 N. Commons Drive,  
Suite 116, Aurora, IL 60504 who is hereinafter called ENGINEER and who will assume all duties  
and responsibilities and will have the rights and authority assigned to ENGINEER and OWNER 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 be substantially completed BY October 1, 2017 as provided in paragraph  
2.03 of the General Conditions, and completed and ready for final payment in accordance with  
paragraph 14.07 of the General Conditions within 30 calendar days after the substantial  
completion date . Substantial Completion shall be defined as the point at which electrical  
equipment is installed and operational as shown on the plans.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER an amount as set forth in SUPPLEMENTARY CONDITIONS for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. It is agreed that the sum set forth as Liquidated Damages represents OWNER's estimate of actual damages from failure to complete in a timely manner and said sum has not been arrived at arbitrarily.

#### Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds in the amounts as shown in the attached PROPOSAL.

#### 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 and the Supplementary Special Conditions.

5.1 Progress payments will be subject to retainage as set forth in SUPPLEMENTARY CONDITIONS.

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

#### Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 The OWNER requires all BIDDERS to make the following certification as a part of their bids:

"In conjunction with this bid or any other bid for a public contract within the State of Illinois, the BIDDER warrants and certifies that the BIDDER has not violated the Bid Rigging Statute (720 ILCS 5/33 E-3), within the last five (5) years, and has not violated the Bid Rotating Statue 720 ILCS 5/33 E-4) at any time."

6.3 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.4 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.3 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data 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.

6.7 CONTRACTOR shall be responsible for obtaining the necessary building permit from the City of Aurora, including all submittals and fees as required.

#### Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work are made a part hereof and consist of the following:

- 7.1 This Agreement (Document 00520, pages 1 to 6, inclusive).
- 7.2 Performance, Payment, and other Bonds.
- 7.3 Notice of Award and Notice to Proceed.
- 7.4 General Conditions (Document 00700, pages 1 to 42, inclusive).
- 7.5 Supplementary Conditions (Document 00800, pages 1 to 18, inclusive).
- 7.6 Division 1 – General Requirements (as listed in the Table of Contents).
- 7.7 Technical Specifications as noted in Divisions 2 through 16 (as listed in the Table of Contents).
- 7.7 Definitions and Format Explanation (Document 00810, pages 1 to 5 inclusive).
- 7.8 Prevailing Wages (Document 00820, 1 page).
- 7.9 Tax Exemptions (Document 00830, 1 page).
- 7.10 Drawings, consisting of the sheets with each sheet bearing the following general title:

#### CITY OF AURORA

#### FOX VALLEY EAST BOOSTER STATION GENERATOR IMPROVEMENTS

- 7.11 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 7.12 Proposal (Bid Form, Bid Bond, and Supplements as listed in Bid Form).
- 7.13 Advertisement for Bids (Document 00120, pages 1 to 2 inclusive).
- 7.14 Instructions to Bidders (Document 00200, pages 1 to 10 inclusive).
- 7.15 Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 7.16 Any Change Orders, duly delivered after execution of Agreement.

Only printed or hard copies of the items listed in this article are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to

Contractor are not Contract Documents. There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Change Order (as defined in Article 1 of the General Conditions).

#### Article 8. MISCELLANEOUS

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

#### Article 9. OTHER PROVISIONS

NONE

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR AND ENGINEER.

This Agreement will be effective on \_\_\_\_\_, 20\_\_.

A CORPORATION:

OWNER City of Aurora, Illinois

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Signature of authorized person)

By \_\_\_\_\_  
(Signature of authorized person)

\_\_\_\_\_  
(Name of authorized person)

\_\_\_\_\_  
(Name of authorized person)

\_\_\_\_\_  
(Title of authorized person)

\_\_\_\_\_  
(Title of authorized person)

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Address for giving notices

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AN INDIVIDUAL:

By \_\_\_\_\_ (SEAL)  
(Signature)

\_\_\_\_\_  
(Name)

DBA \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

A PARTNERSHIP:

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Name of General Partner)

Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_

A JOINT VENTURE:

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the Joint Venture should be in the manner indicated above).

END OF DOCUMENT

BIDDING DOCUMENTS,  
CONTRACT DOCUMENTS,  
and SPECIFICATIONS

FOR THE  
CONSTRUCTION OF

CITY OF AURORA  
FOX VALLEY EAST BOOSTER STATION  
GENERATOR IMPROVEMENTS

JANUARY, 2017

Prepared by:

CRAWFORD, MURPHY & TILLY, INC.  
550 N. Commons Drive, Suite 116  
Aurora, Illinois 60504

CMT Project No. 16299-02



EXP: 11/30/2017

Jan-13-2017