

## CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the City of Decatur, Illinois, hereinafter called "Owner", and SAK Construction, LLC, hereinafter called the "Contractor".

### WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"7<sup>TH</sup> WARD SEWER REHABILITATION, IEPA LOAN NO. L17-5329, CITY PROJECT 2015-07"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. Working Days are in effect for this project in accordance with Section 108 of the Illinois Department of Transportation's *Standard Specifications for Road and Bridge Construction*, except that a working day shall be defined as follows: any calendar day except Saturdays, Sundays, or legal holidays observed by the Contractor's entire work force in Illinois. Work shall be completed in **three hundred seventy (370) Working Days**.
5. The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with Section 365.620(c) of Title 35 of the Illinois Administrative Code.
6. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.620(c) of Title 35 of the Illinois Administrative Code (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives

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shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

7. The Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Owner shall have the right to annul the Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.
9. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Technical Specifications
Performance Bond	Supplemental Specifications
Addenda No. 1, dated November 4, 2016,	Appendix(s)
No. 2, dated November 28, 2016, No. 3,	
dated December 6, 2016, No. 4, dated	
December 9, 2016.	

The above named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions

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6. Technical Specifications
7. Supplemental Specifications
8. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the Bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

10. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
MAYOR

SAK CONSTRUCTION, LLC

\_\_\_\_\_  
SECRETARY (Corporate Seal)

By \_\_\_\_\_  
PRESIDENT