



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Fifth day of February
in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Champaign County Administrative Services
1776 East Washington
Urbana, Illinois 61802

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:

(Name, legal status, address and other information)

Johnson Controls Security Solutions
2010 Swift Drive
Oak Brook, Illinois 60523

for the following Project:

(Name, location and detailed description)

Security Camera, Detention Monitoring and Control Systems Upgrade
Champaign County Courthouse
101 East Main Street
Urbana, Illinois 61801

Champaign County Juvenile Detention Center
400 Art Bartell Road
Urbana, Illinois 61802

The Architect:

(Name, legal status, address and other information)

GHR Engineers and Associates, Inc.
1615 South Neil Street
Champaign, Illinois 61820

The Owner and Contractor agree as follows.

Int.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

~~(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)~~

October 30, 2020

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than October 30, 2020 ~~() days from the date of commencement, or as follows: (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)~~

Portion of the Work Security Camera, Detention Monitoring and Control Systems Upgrade	Substantial Completion Date October 30, 2020
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, subject to adjustments of this Contract Time as provided in the Contract Documents.
~~(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)~~
 No liquidation damages are required.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be
 Seven-Hundred Eighteen Thousand Two-Hundred Ten Dollars
 (\$ 718,210), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
 (State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)
 N/A

§ 4.3 Unit prices, if any:
~~(Identify and state the unit price, state quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

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§ 4.4 Allowances included in the Contract Sum, if any:

~~(Identify allowance and state exclusions, if any, from the allowance price.)~~

Item
N/A

Price (\$0.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the month. ~~If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fourteen (14) days after the Architect receives the Application for Payment.~~ 30 days after A/E signs the certified pay application.
~~(Federal, state or local laws may require payment within a certain period of time.)~~

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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Payroll Reports to be submitted with pay requests.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

~~(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)~~

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

~~(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)~~

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
~~(Insert rate of interest agreed upon, if any.)~~

§ 8.3 The Owner's representative:

~~(Name, address and other information)~~

Dana Brenner, Facilities Director
Champaign County Administrative Services
1776 East Washington
Urbana, Illinois 61802-4581

§ 8.4 The Contractor's representative:

~~(Name, address and other information)~~

Zach Roethlisberger
Johnson Controls Security Systems
2010 Swift Drive
Oak Brook, Illinois 60523

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

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§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attached			

§ 9.1.4 The Specifications:

~~(Either list the Specifications here or refer to an exhibit attached to this Agreement.)~~

See Attached Specification Table of Contents

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

~~(Either list the Drawings here or refer to an exhibit attached to this Agreement.)~~

See Attached Index of Drawings

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	12/18/19	11
Addendum No. 2	12/20/19	2
Addendum No. 3	01/02/2020	1
Addendum No. 4	01/24/2020	1
Addendum No. 5	01/29/2020	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
N/A

- .2 Other documents, if any, listed below:

~~(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)~~

N/A

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.


~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)~~

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Bond	\$71,821
Vehicular Insurance	\$1,000,000
Liability Insurance	\$2,000,000
Worker's Compensation Insurance	Statutory Limits

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Darlene Kloeppel, County Executive
(Printed name and title)


CONTRACTOR (Signature)

WILLIAM A. MAURILLO AREA
Johnson Controls Security Solutions 
(Printed name and title)

Init.



DOCUMENT 00 2213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - BIDDER'S REPRESENTATIONS

- A. The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
 - 1. Permit Application: Complete building permit application and file with authorities having jurisdiction within five days of the Notice of Award.
- B. The Bidder is a properly licensed Contractor according to the laws and regulations of The State of Illinois and meets qualifications indicated in the Procurement and Contracting Documents.
- C. The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.2 BIDDING DOCUMENTS

- A. Interpretation or Correction of Procurement and Contracting Documents:
 - 1. Submit Bidder's Requests for Interpretation as outlined in the Notice to Bidders.
- B. Submit Requests for Substitution on form provided. Substitution requests shall be in advance of bid.
- C. Addenda:
 - 1. Addenda may be issued at any time prior to the receipt of bids.
 - 2. Owner may elect to waive the requirement for acknowledging receipt of Addenda as follows:
 - a. Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.



- b. Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.3 BIDDING PROCEDURES

A. Preparation of Bids:

1. The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.
2. Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

Retail sales tax will NOT be included in the bid amount. The Owner is exempted by Section 3 of the Illinois Use Tax Act (Section 3, House Bill 1610, approved July 31, 1961, Illinois Revised Statutes 1967, Chapter 120, Section 439.3) from paying any of the taxes imposed by the Act and sales to Owner are exempt by Section 2, House Bill 1609, approved July 31, 1961, Illinois Revised statutes 1967, Chapter 120, Section 441) from any of the taxes imposed by the Act. The Department of Revenue of the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities are not taxable retail sales. **The Contractor shall be responsible for any sales, consumer, use and similar taxes for the Work.**

3. Owner is not responsible for any costs incurred by a Contractor in the preparation or delivery of bids. The Contractor shall be responsible for the actual delivery of bids during business hours to the address indicated. Any bid received after the delivery deadline will be disqualified.
4. Owner reserves the right to obtain clarification of any point in a Contractor submittal or to obtain additional information.

FOIA: As an independent Contractor of the District, records in the possession of the Contractor related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Contractor shall immediately provide the District with any such records



requested by the District in order to timely respond to any FOIA request received by the District.

B. Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

1. Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than **ten (10) business days** following Notice to Proceed. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Owner.

1.4 CONSIDERATION OF BIDS

A. Rejection of Bids:

Owner reserves the right to reject a bid based on Owner's and Design Team's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.5 PERFORMANCE BOND AND PAYMENT BOND

- A. Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.
- B. The Bidder shall deliver the required bonds to Owner no later than **ten (10) days** after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
- C. Bonds shall be executed and be in force on the date of the execution of the Contract.



1.6 INSURANCE

GENERAL The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class A-/VII or higher, in the following types and amounts:

1. Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than: \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and inclusion of a waiver of subrogation in favor of Champaign County;
2. Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability;
3. Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident, \$500,000 for each disease and \$500,000 aggregate, and a waiver of subrogation in favor of Champaign County.

B. EVIDENCE OF INSURANCE The successful bidder agrees that with respect to the above required insurance that:

1. The County of Champaign shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of Insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
2. The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
3. The County of Champaign shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
4. Subcontractors, if any, shall execute the Subcontractor Agreement provided by Champaign County, and comply with the same insurance requirements as contractors.



5. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of Champaign as an additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance; and,
6. Champaign County must be named as an additional insured, on a primary and noncontributory basis, and the address for certificate holder must read exactly as: County of Champaign, a body politic 1776 East Washington Street, Urbana, IL 61802
7. Insurance Notices and Certificates of Insurance shall be provided to: Champaign County, Insurance Specialist, Administrative Services Department, 1776 East Washington Street, Urbana, IL 61802

1.7 STANDARD CONTRACT CONDITIONS

- A. This contract shall be governed in all aspects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Illinois.
- B. Contractors shall comply with the Civil Rights Act of 1964, as amended, all applicable State and Federal non-discrimination laws including but not limited to the Family and Medical Leave Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act and shall comply with the provisions of the Illinois Human Rights Act.
- C. Contractors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of The County of Champaign.
- D. By submitting a bid the Contractor certifies that the Contractor is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

By submitting a bid, the Contractor, having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

- E. By submitting a bid, the Contractor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a



description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

1.8 STATEMENT OF NON-DISCRIMINATION

- A. The Illinois Human Rights Acts prohibits discrimination on the basis of: "race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations." It also prohibits sexual harassment and discrimination in employment on the basis of citizenship status.

1.9 PREVAILING WAGE

- A. This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 920 ILCS 130/.01. The Act requires contractors and subcontractors to pay all laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Each Contractor and Subcontractor rendering services under this contract must comply with all requirements of this Act. Each Contractor and Subcontractor shall keep records of the prevailing wages paid to their employees, submit a monthly certified payroll to County of Champaign, and make such records available to County of Champaign for inspection upon seven business days notice.
- B. For information regarding the current prevailing wage rates for Champaign County, Illinois can be found at:
- <http://www.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx>.
- C. Prevailing Wage Rates change periodically. Contractor shall verify and revise the prevailing wages on a regular basis.

1.10 FAILURE TO FULFILL CONTRACT

- A. When any Contractor fails to provide a service or provides a service which does not conform to the specifications, County of Champaign may, at its sole discretion, annul



and set aside the contract entered into with said Contractor, either in whole or in part, and make and enter into a new contract for the same services in such manner as seems to County of Champaign to be to its best advantage. Any failure to furnish services by reason of the failure of the Contractor, as stated above, shall be a liability against such Contractor and his sureties. County of Champaign reserves the right to cancel, without penalty, any services which the successful Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to County of Champaign if requested.

Without Cause Termination: The County may terminate its contract with the Contractor without cause after providing the Contractor with thirty (30) days written notice.

1.11 EXECUTION OF THE CONTRACT

- A. Subsequent to the Notice of Intent to Award, and within **ten (10) business days** after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Engineer, in such number of counterparts as Owner may require.
- B. Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds and insurance when the Agreement is presented for signature within the period of time allowed.
- C. Unless otherwise indicated in the Procurement and Contracting Documents of the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

1.12 INDEMNITY

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose



County of Champaign, Illinois
1776 East Washington
Urbana, IL 61802
Ph 217.384.3720

acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder.

END OF DOCUMENT 00 2213



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