

# 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 June  
in the year 2021  
(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

**and the Contractor:**

(Name, legal status, address and other information)

Helm Service  
2279 Yellow Creek Road  
Freeport, Illinois 61032

**for the following Project:**

(Name, location and detailed description)

Hail Damaged HVAC Replacement Project  
Brookens Administration Center  
1776 East Washington Street  
Urbana, Illinois 61802

**The Architect:**

(Name, legal status, address and other information)

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

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.

The Owner and Contractor agree as follows.

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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.)*

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 November 12, 2021 ~~( ) 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  
Project consists of replacement of hail damaged rooftop equipment at numerous Champaign County buildings.

Substantial Completion Date  
November 12, 2021

, 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 Four Hundred Fifth Three Thousand Three Hundred Seventy Two Dollars (\$ 453,372 ), 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  |                       |                         |



§ 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.



## 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)~~

Jesse Tedrick  
Helm Service  
2279 Yellow Creek Road  
Freeport, Illinois 61032

§ 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 |
|---------|-------|------|-------|
|---------|-------|------|-------|

Init.



§ 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 |
|--------|-------|------|
|--------|-------|------|

§ 9.1.6 The Addenda, if any:

| Number         | Date       | Pages |
|----------------|------------|-------|
| Addendum No. 1 | 06.02.2021 | 2     |

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

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## 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.

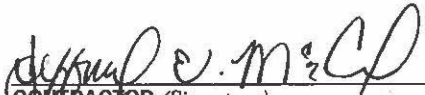
~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)~~

| Type of Insurance or Bond       | Limit of Liability or Bond Amount (\$0.00) |
|---------------------------------|--|
| Performance Bond                | \$45,384.20                                |
| 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 Kloepfel, County Executive  
(Printed name and title)

  
CONTRACTOR (Signature)

JEFFERY E. MCCOY - PRESIDENT

~~Jesse Tedrick, Service Operation Supervisor~~  
(Printed name and title)

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## 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 Ward.
- 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



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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.





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## 1.6 INSURANCE

A. The Contractor shall take all necessary precautions and exercise due caution so as not to damage the premises or properties of others. The Contractor's signature on the bid sheet certifies to the District that the Contractor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District's property. The Contractor shall submit evidence, satisfactory to the District, that the Contractor has coverage of General Liability Insurance, Worker's Compensation Insurance, and Automobile Liability Insurance to the limits described below with companies licensed to do business in Illinois with an A.M. Best rating of A that is satisfactory to the District. The certificates of such insurance shall carry an endorsement to the effect that the Insurance Company will defend the District as a party in the event the successful bidder becomes a party to any litigation as a result of the activities of the Contractor, subcontractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. Such policies shall name the District, its Board, Board members, employees, agents, and successors as an additional insured and provide that it is primary to, and not contributing with, any policy carried by Contractor covering the same loss with a waiver of subrogation in favor of the School District. The Contractor shall provide Certificates of Insurance for:

1. Vehicular: It is required that the successful Contractor present to the District, before commencing delivery under this Contract, a Certificate of Insurance covering all vehicles that may be utilized. Said insurance is to provide a \$1,000,000 combined single limit for bodily injury and property damage. All certificates shall indicate that the carrying company shall not cancel insurance coverage without giving Owner thirty (30) days written advance notification.
2. Liability: It is required that the successful Contractor present to the District, **before commencing delivery under this Contract**, a Certificate of Insurance for which coverage is included for contractor liability, contingent liability, contractual liability, and product liability. Bodily injury and property damage limits of \$1,000,000 occurrence and \$2,000,000 aggregate. Said Certificate shall indicate that the carrying company shall not cancel insurance coverage without giving District thirty (30) days written advance notice.
3. Worker's Compensation: Statutory Limits.

## 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.





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- 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.



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





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#### 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 Architect, 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 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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# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

Helm Service  
2279 Yellow Creek Road  
Freeport, IL 61032

**SURETY:**

Fidelity & Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196

**OWNER:**

County of Champaign  
Urbana, IL 61802

**BOND AMOUNT:** Ten Percent of Bid (10% of Bid)

**PROJECT:** Satellite Jail HVAC Replacement Project  
at 502 South Lierman Ave.  
Urbana, IL 61802

Project Number, if any-

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


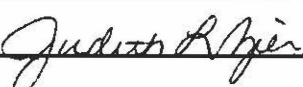
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable,

The Contractor and Surety are bound to the owner in the amount set forth above- for the payment. of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns. jointly and severally., as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents. with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference., not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force with effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid- Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents. and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) day s

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein When so furnished, the intent is that this Bond shall be construed as a statutory, bond and not as a common law bond-

Signed and sealed this 1st day of June, 2021

|   |   |
|---|---|
| <p>_____<br/>(Witness)</p> <p><br/>(Witness)</p> | <p>Helm Service<br/>_____<br/>(Principal) (Seal)</p> <p>_____<br/>(Title)</p> <p>Fidelity &amp; Deposit Company of Maryland<br/>_____<br/>(Surety) (Seal)</p> <p><br/>(Title) Judith L. Zier<br/>Attorney in Fact</p> |
|---|---|



Init.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David L. TOWNSEND, Judith L. ZIER, Julie A. TRESEMER, Robert W. SNYDER, Joseph J. CLINTON, III, Rebecca NORWOOD, Stephanie AMBORN and Priscilla LUGO**, all of Rockford, Illinois, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of November, A.D. 2019.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 25th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact, The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 1st day of June, 2021.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsforclaims@zurichna.com](http://www.reportsforclaims@zurichna.com)  
800-626-4577

## ATTORNEY-IN-FACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF STEPHENSON

Before me, a Notary Public, personally came Judith L. Zier, known to me, and known to be the Attorney-in-Fact of Fidelity & Deposit Company of Maryland, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Fidelity & Deposit Company of Maryland were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of Fidelity & Deposit Company of Maryland.

Given under my hand and seal this 1st day of June, 2021

  
Notary Public

