

**CONTRACT  
FOR  
DEMOLITION SERVICES 100 PUBLIC SQUARE  
IN THE  
COUNTY OF FRANKLIN, ILLINOIS**

This CONTRACT/AGREEMENT IS made as of the July 15, 2020, by and between:

1. The CONTRACTOR: S. Shafer Excavating Incorporated
  - a. Hereinafter and in the Contract Documents identified as the "Contractor";  
And,
2. The OWNER: The Franklin County Board  
Franklin County, Illinois  
901 Public Square  
Benton, IL 62812
  - b. Hereinafter and in the Contract Documents identified as the "Owner".

WITNESSETH: THAT WHEREAS, the Owner has caused to be prepared Specifications and other Contract Documents for the Work herein described, and has approved and adopted these Contract Documents and has invited proposals for furnishing materials, labor and equipment for, and in connection with, the scope of work in accordance with the terms of this contract, and

WHEREAS, the Contractor, in response to the invitation, submitted to the Owner, in the manner and at the time specified, a proposal in accordance with the terms of the contract, and,

WHEREAS, the Owner has opened, examined, and canvassed the proposals submitted, and as a result of such canvass, has determined and declared the Contractor to be the best Bidder for constructing said scope of work, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the proposal attached to and made a part of this contract;

NOW, THEREFORE, the Owner and Contract for the consideration hereinafter set forth, agrees as follows:

1. The Contractor Agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all Work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned.
2. Contract Time and Liquidated Damages. It is anticipated that a written "Notice to Proceed" will be issued on July 15<sup>th</sup>, 2020. It is expected that the Contractor will begin work immediately. The Contractor agrees to perform the scope of their work by August 21, 2020. In

the event of the Contractor's failure to complete the project by said specified time, the Contractor agrees to pay to the Owner a penal sum of \$500.00 per calendar day required to complete the Project.

3. Subcontractors. The Contractor agrees to bind every Subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any Subcontractor and the Owner.
4. The Owner Agrees to pay, and the Contractor agrees to accept, in payment for the performance of this Contract: The amount of: One Hundred Nineteen Thousand Dollars (\$119,000.00) (Amount shall be in both words and figures. In case of a discrepancy, the amount shown in words will govern.)
  - A. The Contract Sum has been determined by Owners acceptance of the base bid plus alternates from the Contractor's Bid Form dated 6/18/2020. A list of alternates accepted and declined by the Owner shall be attached to this document if applicable.
  - B. The following unit prices will be used as specified and determined from the Contractor's Bid Form dated N/A. A list of unit prices shall be attached to this document if applicable.
  - C. The Contractor shall absorb all cost increases, without addition to the Contract Sum, except when provided for in the Contract Documents, for any increase in wage rates, cost of materials and/or equipment, any other of the Contractor's costs or should the Contractor be compelled to pay premium wages, or for overtime work, during the life of this Contract and/or prior to the completion of the Contractor's work under this Contract.
5. Contract Documents and Order of Precedence. The Contract is comprised of the Contract Documents listed below. In the event that any provision of one Contract Document conflicts with the provisions of another Contract Document, the documents shall be given precedence as provided in the General Conditions of the Specifications.
  - A. Contract for Demolition Services at 100 Public Square in the County of Franklin, Illinois, dated July 15, 2020.
  - B. Bid Proposal from S. Shafer Excavating Incorporated for the Demolition Services at 100 Public Square dated June 18, 2020.
  - C. Request for Bids – Franklin County, Illinois Courthouse Demolition and associated bid addenda.
6. Contractor has executed and delivered to Owner a payment and performance bond in an amount equal to the contract price, and has obtained the execution of said bond by a corporate surety company. Said payment and performance bond shall serve as security for the faithful performance of this Contract by Contractor, including warranty provisions, and for the payment of all material costs and insurance premiums required hereby and for the payment of all persons performing labor and furnishing materials in connection with this Contract, whether by subcontractor or other-wise. The premiums on said payment and performance bond shall be paid by Contractor. If, at any time, Owner shall become dissatisfied for good cause with any surety or sureties then upon the payment and performance bond, or if for any other reason said bond shall cease to be adequate security for Owner, Contractor shall, within ten (10) days

after notice from Owner to do so, substitute an acceptable bond in such form and signed by such other sureties as may be satisfactory to Owner. No payments from Owner to Contractor pursuant to this Contract shall be deemed due or payable by Owner until such bond, with satisfactory sureties, is on file with Owner.

7. This project falls under the Illinois Prevailing Wage Law. Work is to be performed in accordance with 820 ILCS 130.

A. The Contractor and all subcontractors at any tier or level shall, as a minimum, pay the standard prevailing rate of wages schedule (including per diem, fringe benefits for health, welfare, and pension contributions and travel allowance) in effect and as applicable to the district in which the Work is being performed.

8. The Contractor shall comply with all local, state, and federal laws, rules, and regulations applicable to the provision of services and products under the Contract.

IN WITNESS WHEREOF: The Owner and Contractor have executed this Agreement by signature of offices and or representatives duly authorized to do so and will be effective as the day and year identified above.

Owner

By:

Randall Cooker

Title:

Chairman

Contractor

By:

Tammy L Shafer

Title:

President

Business Address

4212 Sams Rd

City

State

Zip

Pontiac Beach IL 62040

Exhibits:

Bid Form

Demolition RFP



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Assurance Brokers Ltd. 95 North Research Dr Ste 100 Edwardsville, IL 62025	618-692-9800	<b>CONTACT NAME:</b> SHER RUJAWITZ
		<b>PHONE (A/C, No, Ext):</b> 618-692-9800
		<b>FAX (A/C, No):</b> 618-692-9865
		<b>E-MAIL ADDRESS:</b> SHER@ASSURANCEBROKERS.COM
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> State Auto Insurance Companies		11017
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
S Shafer Excavating, Inc.  
4212 Sam's Road  
Pontoon Beach, IL 62040

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	PBP287948500	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP2478931	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PBP287948500	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCP2286564	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Equipment Floater		PBP287948500	10/01/2019	10/01/2020	LEASED 125,000 SCHEDULED 1,044,088

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE FRANKLIN COUNTY BOARD FRANKLIN COUNTY, ILLINOIS IS INCLUDED AS AN ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b>  THE FRANKLIN COUNTY BOARD FRANKLIN COUNTY, ILLINOIS 901 PUBLIC SQUARE BENTON, IL 62812	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Charles R. McGiggan</i>
--	--