

**RIVERDALE PARK DISTRICT
137TH WENTWORTH BASKETBALL AND TENNIS COURT
ASPHALT REPAIR PROJECT CONTRACT**

This CONTRACT, made and entered into this ____ day of _____, 202____, by and between the RIVERDALE PARK DISTRICT, (hereinafter the "Park District"), and _____, (hereinafter "Contractor");

RECITALS

WHEREAS, the Park District desires to engage the Contractor to provide the Work (hereinafter "Work"), located within the corporate limits of the Village of Riverdale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the Park District and the Contractor that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the "Request for Proposal" prepared by the Park District and the Contractor's submittals regarding the Project. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Contract shall control.

II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the Park District. Contractor must complete, in its entirety, the Work within _____ weeks, weather permitting, from the date the Park District provides Contractor with notice to proceed.

III. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The Park District shall make payments to the Contractor within thirty (30) days after completion of the Work and upon receipt of an invoice in a format approved by the Park District.

IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Park District and the Contractor, or as constituting the Contractor as the general representative or general agent for the Park District for any purpose whatsoever.

V. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Request for Proposal, Submittals by Contractor, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the Park District, the Contractor will cause the manufacturer to inspect the Work and provide a manufacturer's Asphalt Guarantee/Warranty covering a period of five (5) years from the project completion date, warranting that any defects occurring from defective material and/or defective installation/workmanship, will be repaired or replaced by Contractor at no cost to the Park District.

VII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof: shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

VIII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

IX. MODIFICATION OR AMENDMENT

This Contract and the documents made part of the same constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.

X. APPLICABLE LAW

This Contract shall be deemed to have been made in and shall be construed in accordance with the laws of Cook County and the State of Illinois.

XI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the Park District nor will the Contractor make public proposals developed under this Contract without prior written approval from the Park District prior to said documentation becoming a matter of public record.

XII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the Park District's employ on any matter associated with the Work.

XIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be

delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by email or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, confirmed email transmission, deposit with such overnight courier for next business day delivery, or three (3) business days after deposit in the United States mail. The parties' respective addresses for notice purposes are as follows:

If to Park District: Riverdale Park District
 14322 S. Ivanhoe Drive
 Riverdale, IL 60827
 Attn: Gwenette Bradley

with a copy to: Montana & Welch, LLC
 11950 S. Harlem Ave., Suite 102
 Palos Heights, Illinois 60463
 Attention: Jill Kolinski

If to Contractor: Name
 Address
 City, State, Zip

[Signature Page to Follow]

IN WITNESS WHEREOF, the Park District and Contractor have duly executed this Contract pursuant to all requisite authorizations as of the date first above written.

RIVERDALE PARK DISTRICT:

CONTRACTOR:

Jerome Russell, President

Name

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

By: _____