

CONTRACT

CONTRACT BETWEEN BOARD OF EDUCATION OF NIPPESINK SCHOOL DISTRICT 2 AND CITYWIDE BUILDING MAINTENANCE INC

THIS AGREEMENT is made as of the 26TH day of June, 2024, by and between the Board of Education of Nippersink School District 2 (hereinafter "Board" or "District") and **CITYWIDE BUILDING MAINTENANCE INC** (hereinafter "Contractor").

WITNESSETH:

WHEREAS, District has selected Contractor to provide the services described herein;
and

WHEREAS, Contractor desires to provide such services;

NOW, THEREFORE, in consideration of the terms and conditions stated herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

Contractor shall provide services to the District in accordance with the Advertisement for Bid dated April 26, 2024, the Instructions to Bidders, the Bid Specifications and any addenda issued thereto, Contractor's bid, all attached hereto and incorporated herein, and this Contract form (collectively the "Contract Documents") shall constitute the full and entire Contract for the services contemplated hereunder.

2. PAYMENT

In consideration for services provided under the Contract Documents, the District shall pay to Contractor all sums due and owing and calculated in accordance with said Contract Documents at the rates set forth on Contractor's bid proposal. The Contractor shall submit monthly invoices for the work actually performed pursuant to the Bid Specifications and the District shall pay said invoices within the applicable period identified in the *Illinois Local Government Prompt Payment Act*. Contractor shall reflect on the invoice the sums to be deducted for services not performed in accordance with the Bid Specifications.

3. TERM

The Term of the Contract is for two (2) years. (July 1, 2024 – June 30, 2026), unless terminated earlier in accordance with the Contract Documents. The Board of Education may terminate its Contract at the end of each year of the Contract by providing the Contractor written notice not later than June 1 of the then current contract year. The Contracts may be renewed for additional years upon the mutual written agreement of the parties.

4. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Illinois. Jurisdiction for any litigation between the parties shall be in the circuit court located in McHenry County, Illinois.

5. **SAVINGS CLAUSE**

In the event any provision specified herein is determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

6. **NOTICES**

Notices pursuant to this Agreement shall be in writing and deposited in U.S. mail, postage prepaid, or by registered or certified mail, or by overnight delivery service.

Notices to the District shall be addressed to:

Denise M. Levendoski, CSBO
Nippersink School District 2
4213 US Highway 12
Richmond, Illinois 60071

Notices to the Contractor shall be addressed to:

Facsimile: (____) ____ - ____

Email: _____

District or Contractor may change its address of record for receipt of official notice by giving the other party written notice of such change and/or any necessary delivery instructions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first written above.

**CITYWIDE BUILDING MAINTENANCE
INC**

**BOARD OF EDUCATION OF
NIPPERSINK SCHOOL DISTRICT 2**

By: _____
Its Duly Authorized Agent

By: _____
President

Title: _____

Attest: _____
Secretary

Date: _____

Date: _____