

CONTRACT FOR PARTICIPATION IN 2016 CHICAGO HEIGHTS 50/50 SIDEWALK REPAIR PROGRAM

I, the undersigned, desire to participate in the 2016 Chicago Heights 50/50 Sidewalk Repair Program to the extent that I will be obligated to pay 50% of the cost of the repair (\$3.02 per square foot of sidewalk), with the City of Chicago Heights, Illinois paying the remaining 50% of the cost.

The work shall consist of removal of the existing public sidewalk, as indicated by painted "X's" or in the drawing included in this submission, the construction of new sidewalk, clean-up of all construction debris, and, as required, backfill, topsoil, and seeding or sodding within the limits of the repair. Any top soil, fine grading, and seeding or sodding that is not directly associated with the removal and replacement of the sidewalk shall be my responsibility.

I understand that it is possible that the new sidewalk may be constructed at a different elevation than the existing walk to correct drainage issues and tripping hazards. Because of this, the new sidewalk may not match the grade of my driveway, service walks, yard, etc., and it is my responsibility to make adjustments as necessary. This could entail the partial or entire replacement of my existing driveway and/or service walks, as well as grade adjustments to my yard.

I understand that the use of any form of salt or chloride on freshly-constructed sidewalk will have a detrimental effect and that the City will not be held responsible for such a result.

In consideration for allowing my participation in the sidewalk 50/50 program, I agree and acknowledge that the agreement for the replacement of my concrete sidewalk is a private undertaking between me and the Davis Concrete Company. I acknowledge that the City is merely contributing to the repair cost for the general benefit of the community. Accordingly, I hereby generally release, hold harmless, and indemnify the City from any and all actions, claims, expenses, liabilities, lawsuits, or other responsibility for injuries, personal or monetary, that may arise through my participation in the 50/50 Sidewalk Repair Program including the defacement of fresh concrete. I agree that it is neither the City's nor the Contractor's responsibility to take measures to prevent such defacement.

Signed: _____

Date: _____