NOTICE OF INVITATION TO BID

Sealed bids will be received until 2:30 p.m. CST, on, June 11, 2015 by the Board of Education of Consolidated School District No. 158 of McHenry and Kane Counties, Illinois at the Square Barn Campus, District 158 Administrative Center, 650 Academic Drive, Algonquin, Illinois for the following:

Snow Removal Bid# 2015-40

A MANDATORY pre-bid meeting for the Snow Removal bid will be held May 28, 2015 at 1:00 p.m. at District 158 Administrative Center, 650 Academic Drive, Algonquin, Illinois.

Proposals complying with the bid documents will be received for the projects until the specified closing time. Bids shall be submitted on or before the specified closing time in an opaque sealed envelope marked “Bid - Snow Removal Bid# 2015-40” on the outside and addressed to: Dr John D Burkey, Superintendent of Schools, Consolidated School District No. 158, Administrative Office, 650 Academic Drive, Algonquin, Illinois 60102.

Bid security in the form of a bid bond, certified check or irrevocable letter of credit in an amount equal to 10% of the Total Bid Evaluation cost as outlined in the bid specification shall be submitted with the bid. The successful bidder will be required to furnish satisfactory Labor and Material Payment Bond, and Performance Bond as outlined in the bid specification.

All Bidders must read Instructions and Terms before completing the Bid Form. Vendor is requested to bid on snow removal and ice melt application per the bid specifications, drawings and general conditions. The District, comprised of three campuses, is to be bid in its entirety. Partial or incomplete section bidding is unacceptable. Any omission(s) or item(s) may void the bid. Bidder(s) of interested shall furnish an insurance certificate naming CONSOLIDATED SCHOOL DISTRICT 158 as additionally insured (see General Conditions) and all other requirements of this bid specification within three (3) days of a request.

Bids shall be opened publicly and the contents announced at the specified closing time and at the location immediately above. Bids received after the stated time will not be accepted and will be returned unopened.

The only alterations, which may be allowed, will be those approved by the Board of Education. No immediate decision shall be rendered concerning the bids submitted at time of opening. In submitting this bid, it is understood that the right is reserved by the DISTRICT to reject any and all bids, or parts thereof, and it is agreed that this bid may not be withdrawn during the period of ninety (90) days from the time of the award of bid.

The contractor certifies that it is qualified to perform all services under the contract in a workmanlike and professional manner. It further certifies that it has sufficient on-site and back-up equipment and manpower available to accomplish an over 6” and up to 9” snow fall removal in less than five hours from notification to proceed when required. References shall be attached and include a minimum of five references, with at least three of the references for similar job scopes over the prior five years, with the name of company, contact name and telephone number serviced.

All bidders must comply with the Illinois Statutory requirements regarding labor and bidding, including Equal Opportunity Laws.

All bidders interested in providing a proposal must submit a completed copy of the “Intent to Provide Bid Form” to the Consolidated School District 158 Operations and Maintenance Office no later than 3:30 pm seven days prior to the bid due date in order to insure that bidder is notified of any Addenda to the Bid Specifications in a timely manner to afford the bidders an opportunity to provide a complete bid.

Bidding documents will be on file and may be obtained from the Consolidated School District 158 website (www.district158.org) or by calling the office of the Director of Operations and Maintenance, 650 Academic, Algonquin, Illinois 60102, telephone (847) 659-6163, fax (847) 659-6126.

Douglas G. Renkosik, Director of Operations and Maintenance
Consolidated School District No. 158, 650 Academic Drive, Algonquin, Illinois 60102
TO: Consolidated School District 158
650 Academic Drive.
Algonquin, IL 60102

FOR: Snow Removal and Ice Melt Application Services

BIDDER: ____________________________________________

Base Bid: One Year Contract for Complete District Facilities – All Three Campuses
Flat Rate per Removal including Salt  1" up to 3" snow fall _____________/event
Flat Rate per Removal including Salt  greater than 3" up to 6" snow fall _____________/event
Flat Rate per Removal including Salt  greater than 6" up to 9" snow fall _____________/event
Flat Rate per Removal including Salt  greater than 9" up to 12" snow fall _____________/event
Flat Rate Salt only – per ton furnished and applied _____________/per ton

Alternate Bid: Three Year Contract for Complete District Facilities – All Three Campuses
Flat Rate per Removal including Salt  1" up to 3" snow fall _____________/event
Flat Rate per Removal including Salt  greater than 3" up to 6" snow fall _____________/event
Flat Rate per Removal including Salt  greater than 6" up to 9" snow fall _____________/event
Flat Rate per Removal including Salt  greater than 9" up to 12" snow fall _____________/event
Flat Rate Salt only – per ton furnished and applied _____________/per ton

Snow accumulation over 12" shall be paid at the greater than 9" up to 12” rate with the addition of the average step cost between the …up to 3”, …up to 6”, …up to 9” and …up to 12” rate for each 3" of additional accumulated snow. (For example: if the bidders corresponding numbers were; $5000, $7000, $9,500 and $12,500, the average step would be $2500 and the amount paid for a 14” snow fall removal would be $12,500 + $2,500 = $15,000)

By providing a bid, the bidder understands that the following documents are required for the bid to be considered complete. The following MUST be included in the returned bid response as a part of a complete bid. These forms must be fully completed, signed, and notarized as required on forms:

i. One complete paper copy of the Bid Proposal Form which includes
   1. Bid Form pages
   2. Hold Harmless Agreement
   3. Equipment list
   4. Reference List

ii. A Bid Bond is required as specified in the General Conditions section of the bid specification.

iii. Schedule of rates of cost for each piece of manned equipment with the bid

iv. Copies of Certificates of membership in any professional association related to the services such as Snow and Ice Management Association (SIMA) to be provided as a part of this contract and any available employee training certifications for services as required as a part of the scope of work outlined in the bid specification.
Addendum(s) No(s) One thru ______ have been received and are duly noted.

I certify that I have carefully examined the instructions, specifications and the site(s) where the work is to take place. If awarded a contract within ninety (90) days, I agree to furnish all labor and materials required to complete the work described in these documents in accordance with the terms that have been outlined in the original bid documents and any addendums issued and included with this bid package.

__________________________________   _________________________________
Firm Name         Signature

__________________________________   _________________________________
Street Address        Title

__________________________________   _________________________________
City & State        Telephone

__________________________________   _________________________________
Date         Fax
1. CERTIFICATION
The undersigned bidder or contractor hereby certifies that he is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961, as amended. He also certifies that he has read, understands and agrees that acceptance by Consolidated School District 158 of the bidder's offer by issuance of a purchase order (specifications and bidding conditions per bid and bid addendums contained therein) will create a binding contract.

2. NON-COLLUSION AFFIDAVIT
The undersigned bidder or agent states that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.
He further states that no person, firm or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

3. SEXUAL HARASSMENT
Each bidder certifies that he has complied with the requirements of §2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies.
The terms of that law, as applicable, are hereby incorporated into this contract. The Consolidated School District 158 Board of Education states that it is in compliance with said law.

4. NO SMOKING
Bidder agrees that he, his employees and sub-contractors, will abide by the District no smoking policy on all District 158 properties.

5. USE TAX
The undersigned bidder and all affiliates of the undersigned bidder will be required to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the Illinois Use Tax Act. The undersigned bidder certifies that the undersigned bidder is not barred from bidding or entering into contract for noncompliance with this requirement and that the undersigned bidder acknowledges that Consolidated School District 158 may declare the contract void if the certification is false.

Signature below signifies bidder’s compliance with the four requirements above.

_____________________________  ______________________________
Firm                        Bidder/Contractor

_____________________________  ______________________________
Address                     Phone

_____________________________  ______________________________
Address                     Date
1. Having carefully examined all bid documents, as well as the proposed program, the undersigned Bidder hereby proposes to furnish all equipment and services set forth, being familiar with local conditions affecting the cost of the work; Invitation to Bid; Instructions and Contract Provisions to Bidder; General Specifications; and Bid Proposal Form; hereby propose to furnish all labor, materials, equipment, and services required, referred to and described in the complete bid package.

2. In submitting this bid, it is understood that the right is reserved by the District to reject any and all bids, or parts thereof, and it is agreed that this bid may not be withdrawn during the period of ninety (90) days from the time of the award of bid.

3. The Bidder certifies that the firm will provide a Quality Control review and corrective action plan acceptable to the District within ten business days of the award of the Contract.

4. For services, the Bidder will provide a detailed staffing plan with the bid proposal to accomplish the requirements, upon award of the contract, the staffing plan shall be amended to include certification provided directly to the district naming all employees to be engaged in services have up to date and valid licenses and permits as may be required to operate equipment.

5. References shall be attached and include a minimum of five references, with at least three of the references for similar job scopes over the prior five years, with the name of company, contact name and telephone number serviced.

6. Attach an itemized and descriptive list of equipment that will be used to meet the requirements of the contract, as well as back up equipment expected to be available.

7. Name, office address and office and cell telephone numbers of Bidder’s Representative assigned to provide on-site management/supervision of work shall be provided at time of contract award.

8. Attach a copy of any certificates of membership in professional associations or certifications of training for services related to the scope of work in this bid specification along with their bid.

Submitted by:

FIRM NAME ______________________________________________________

ADDRESS ______________________________________________________

____________________________________________________

SIGNED ______________________________________________________

Print name ______________________________________________________

TITLE  ______________________________________________________

TELEPHONE _______________________

FAX  _______________________

CORPORATE SEAL:
HOLD HARMLESS AGREEMENT

By signing this Hold Harmless Agreement, the bidder certifies that to the fullest extent permitted by law, the bidder agrees to defend, pay in behalf of, and hold harmless Consolidated School District 158 and its elected and appointed officials, employees and volunteers and others working in behalf of Consolidated School District 158; against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against of from Consolidated School District 158, its elected and appointed officials, employees, volunteers and others working in behalf of Consolidated School District 158, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

__________________________  ______________________________
Company Name  By (Sign Name)

__________________________  ______________________________
Address  Title

Sworn and subscribed on the _______day of _________________, 2010,

before me, notary public, appointed in __________________________ County for the State of IL

__________________________  ______________________________
Signature of Notary  Name Typed or Printed

(seal)

My commission expires:

__________________________  ______________________________
Month  Day  Year  City of Residence  County
Name of Contractor (Bidder) __________________________________________________________

EQUIPMENT TO BE DEDICATED TO SERVICE THIS CONTRACT FOR THE COMPLETION OF THIS WORK
INCLUDES..................

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Name of Contractor (Bidder) ____________________________________________

Please submit the names of five different School Districts, Colleges or Companies for whom you have done similar scope of work in the last five years.

1. Name ____________________________________________
   Address __________________________________________
   City ______________________________________________
   Contact Person ____________________________________
   Telephone __________________________________________

2. Name ____________________________________________
   Address __________________________________________
   City ______________________________________________
   Contact Person ____________________________________
   Telephone __________________________________________

3. Name ____________________________________________
   Address __________________________________________
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   Contact Person ____________________________________
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4. Name ____________________________________________
   Address __________________________________________
   City ______________________________________________
   Contact Person ____________________________________
   Telephone __________________________________________

5. Name ____________________________________________
   Address __________________________________________
   City ______________________________________________
   Contact Person ____________________________________
   Telephone __________________________________________
CONSOLIDATED SCHOOL DISTRICT 158
ALGONQUIN, ILLINOIS 60142
SNOW REMOVAL BID SPECIFICATION – Bid # 2015 – 40
May 11, 2015

**Intent to Provide Bid Form**

This form acknowledges receipt of this Bid Specification and states whether the supplier intends to submit or not submit a Bid. The District requires a response, to this section, from all potential bidders receiving this Bid Specification no later than 3:30 p.m. seven days prior to the bid due date.

Company Name/Address:

Supplier Contact (Please list main contact and alternate):

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___ We DO plan to submit a proposal for this project.

___ We DO NOT plan to submit a proposal

We would appreciate an indication of the reason(s) for declining to submit a proposal (if applicable):

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

_____________________________________     ____________________________________
Authorized Signature     Date

_____________________________________     ____________________________________
Printed Name       Title

Bidders shall return this form to the attention of Doug Renkosik at the CSD 158 Operations and Maintenance Office via fax (847) 659-6126 AND/OR email to drenkosik@district158.org and jwilhelm@district158.org no later than due date listed on page one of the bid form.
Qualifications
The contractor certifies that it is qualified to perform all services under the contract in a workmanlike and professional manner. It further certifies that it has sufficient on-site and back-up equipment and manpower available to accomplish an over 6” and up to 9” snow fall removal in less than five hours from notification to proceed when required.

Term Of Contract
The contractor shall be on-call 24 hours a day seven days a week (weekends and holidays treated as regular business days) from November 1, 2015 thru April 30th of Year to be determined by award of the bid and addendums at time of bid. See Section V.B for terms for options for extension of the contract period.

Definition Of Liability
The contractor will exercise the care necessary to maintain the districts facilities in the condition they were found. The contractor will tour the district campuses following award and review existing conditions with the district representative(s) prior to the first snow event. The district and the contractor will conduct a second review not later than the end of the season to note any additional damage. Should the District determine that additional review(s) are required during the term of the contract; the contractor agrees to be present for a joint review. Any damage attributable to the contractor, other than normal wear and tear, including but not limited to: pavement, curbs, signs, doors, turf and plant material, will be the responsibility of the contractor. The Contractor shall arrange repair and/or replacement work at the earliest possible date through a District approved contractor and will coordinate repairs with the District after identification. The district reserves the right to place financial values on all noted damages. The District will provide written notification to the contractor and may withhold payment(s) reasonably covering the damage estimate until compensation to the District has been resolved.

Scope Of Work
The drawings provided for the bid process are not intended as specific directions on "how to" and "where to" push/ remove snow.

Areas where snow removal is to take place and/or ice melt materials are to be applied include:

Harmony Road Campus including parking lots, and roads on campus at or near the following buildings as identified in the sketches later in this specification;
   - Huntley High School, 13719 Harmony Road, Huntley, IL 60142
   - Leggee School, 13723 Harmony Road, Huntley, IL 60142

Reed Road Campus including parking lots, and roads on campus at or near the following buildings as identified in the sketches later in this specification;
   - Chesak School, 10910 Reed Road, Lake in the Hills, IL 60156
   - Martin School, 10920 Reed Road, Lake in the Hills, IL 60156
   - Marlowe Middle School, 9625 Haligus Road, Lake in the Hills, IL 60156

Square Barn Road Campus including parking lots, and roads on campus at or near the following buildings as identified in the sketches later in this specification;
   - Administration Transportation Building, 650 Academic Drive, Algonquin, IL 60102
   - Heineman Middle School, 725 Academic Drive, Algonquin, IL 60102
   - Conley Elementary School, 800 Academic Drive, Algonquin, IL 60102
   - Mackeben Elementary School, 750 Academic Drive, Algonquin, IL 60102
   - Academic Drive from Square Barn Road to Pulte Manchester Lakes V
   - Minor Road from Academic Drive to Administration Transportation Bldg.
No sidewalks, walk paths or bicycle paths are to be cleared of snow as a part of the snow removal services contract. The scope of the services to be rendered as a part of this contract are limited to drives, lanes, and parking lots designed for vehicular traffic. The contractor's responsibility shall be limited to the curb line unless noted otherwise on the drawings later in this specification.

The Contractor shall have mobile phones and provide the district with phone numbers which will be answered at all times. These phones are to be used to provide immediate response to any questions or concerns that may arise. The Contractor shall also supply a list of decision-making personnel at least one of which shall be immediately available during the snow event. The School District prefers that the contractor’s decision-making personnel have access to e-mails with attached files containing site inspection plans for quick response to concerns from School District representatives.

As a part of the bid prices, the successfully bidder shall provide one non-production manager on-site at all times during a snow event while contractor’s personnel are on site during a response action to supervise and manage the event response action and be available to discuss and respond to District158 needs during the event. This individual will not be plowing snow or apply ice melt during the response action.

Regarding salt service, both labor and material are to be included with each snow removal, as needed and at District direction. The contractor is expected to use sufficient salt to abate the event completely.

Snow removal and salting is to be done in a manner that leaves the area safe for vehicular and pedestrian traffic. The contractor is responsible to clear all overhead or pass doors that adjoin parking areas. The contractor is expected to insure that snow is moved to the designated stacking areas. Relocation of snow placed in other than the designated stacking area will be at the contractor’s expense, and must be commenced within 8 hours of notification.

Snow removal shall start with District approval. Contractor is to begin snow removal and salting so as to complete each facility no later than 6:00 AM on school days with the exception of the Transportation Bus Lot and bus employee parking areas which are required to be pre-cleaned by 4:00 AM (Pre-cleaned means that the vehicles can safely navigate the open driving areas of the respective parking lots – it does not mean that all snow is removed from the open driving areas). In the event that approval/notification is given after 2 AM on a school day (and as coordinated with the District on other days), completion is expected within four hours of notification for a snow fall of 6 (six) inches or less and the contractor is required to coordinate snow removal priority with the district designated representative.

At the District 158 Transportation Building, where buses are parked overnight, as a part of the snow event exclusive of the 24 hour event period, the contractor shall make a return trip to perform final snow removal and ice melting application after buses leave the area on a normal school day. Snow can not be piled up by electrical connection of bus heaters.

The attached drawings are an integral part of these specifications. Designated locations for stockpiling snow are listed on the site sketches enclosed. The intent of the locations shown on the Middle Schools is the last row of parking including the last aisle and one stall length on either side of that last aisle.

**District Snow Removal Responsibilities:** Snow and ice removal from sidewalks is the responsibility of the District. However, if the snow removal contractor pushes or drops snow on the walk, the contractor shall be responsible for the removal of said material. As a part of the snow event response action bid price, the Contractor shall provide one trip back to each location within the last hour prior to the start of school to clear
any snow which may have been pushed onto the drive adjacent to the walks by District personnel. Contractor shall respond to reasonable requests for remediation of deficiencies to services in progress or to requests for time and material additional services with equipment and manpower on-site acting on the request within sixty (60) minutes of receipt of the request from the School District designee.

**Ice Melt Application** The contractor shall furnish and apply ice melt compound on all surfaces which are documented as having care here-in in such a fashion and quantity so that snow and/or ice is cleared such that the area is left in a manner safe for vehicular and pedestrian traffic. All applications of ice melt compound on the property during the snow event period (24 hours) are a part of the price for that snow event response action and no further charges will be incurred by the District. Contractors are not allowed to stockpile ice melt compound on District property.

**Fire Hydrants** The Contractor shall mark all hydrants with a high marker prior to the onset of first snowfall. Contractor shall not bury or block access to any fire hydrants. Contractor shall remove snow around all fire hydrants as a part of work.

**Line Of Sight** The Contractor shall not pile snow higher than two feet near line of sight at or near intersections of traffic lanes and/or cross walks.

**Snow Event Rate Basis.** The snow fall accumulation as reported in Certified Snowfall Totals from Weatherworks L.L.C. for Huntley, IL 60142 shall be the official record used for determining the snow fall event for billing purposes.

**Additional Work** All drift control service response actions outside the 24 hour event period shall be performed on a time and material cost basis according to the unit price schedule for services to be provided by the bidder as a part of a complete bid. In the event that the District requires an additional salting only, the charge will be charged at unit price for ice melt application per ton applied as listed on the bid form.

During the term of this contract, the District reserves the right to perform the drift clearing and/or salting with its own personnel and equipment.

**Snow Event** The District definition of a snow event is a 24-hour period from the physical start of services on the three campuses. Drift clearing during the 24 hour event period is included in the bid price for the event.

**Authorization Of Work** The Successful Bidder shall be contracted to Consolidated School District 158 and shall be provided with a list of District personnel authorized to direct services. No other authorization shall be honored. Contractor shall notify a District authorized representative upon completion of services for each event.

**On Site Storage Of Contractors Equipment** Pre-approved contractor equipment may be stored at any of the three campuses. The location shall be at the discretion of, and coordinated with, the District. The Contractor assumes all liability for all equipment stored on-site and agrees to hold District 158 harmless. The Contractor agrees to remove all or any equipment stored on-site within one business day’s notification. Equipment left more than 24 hours may, at the Districts sole discretion, be billed at $30.00 a day per unit and deducted from payments to the contractor. The District further reserves the right to have the equipment removed at the contractors expense should the equipment not be removed within seven (7) calendar days of notification. The contractor is to include as part of his bid a list of equipment that will be used at each site.

**Contract** A sample contract, inclusive of all bid specifications, is included as an attachment to this specification. Bidder agrees to execute the contract as outlined promptly upon award of bid.
Follow-Up Immediately after each of the snow removal events, the Contractor’s representative shall be available to tour the activity areas with a designated District representative to review the work.

Bid Evaluation Process The bids will be analyzed on the basis of lowest calculation of bid prices listed from a responsible bidder. FOR THE BID ANALYSIS ONLY – THE AMOUNT OF ICE MELT FURNISHED AND APPLIED SHALL BE ASSUMED TO BE THIRTY-SIX (36) TONS FOR THE ENTIRE DISTRICT. The calculation will be as follows;

Total Bid Evaluation Cost = (26 x Flat Rate Salt Only (per ton furnished and applied) x 36 tons) + (4 x 1" to 3" snowfall with ice melt application bid price) + (1 x greater than 3" up to 6" snowfall with ice melt application bid price) + (1 x greater than 6" up to 9" snowfall with ice melt application bid price) + (1 x greater than 9" up to 12" snowfall with ice melt application bid price)

GENERAL CONDITIONS

Bid Bond Bids must be accompanied by a Bid Bond, Certified Check or Irrevocable Letter of Credit made payable to Consolidated School District 158. All Bid Instruments, except that of the Successful Bidder, will be returned within three business days after award of contract. The amount of the Bid Bond shall be 10% of the Total Bid Evaluation cost as detailed in the Bid Evaluation process Section of the bid specification. The bid bond held for the Successful Bidder shall be returned when the contract documents have been fully executed.

Performance Bond And Materials & Labor Payment Bond A 100% performance and payment bond in the amount of no less than 100% of the total bid evaluation cost as outlined in the “Bid Evaluation Process” section of the bid specification is REQUIRED for all of the scope of work in this bid. The Bonds must be issued by a properly licensed commercial surety having a “Best” rating of A- or better. The bidder shall deliver said bond to the Owner not later than the date of execution of the Contract.

Insurance: The Successful Bidder shall expressly bind himself/herself to defend and save the District harmless from all suits or actions of every name and description. Successful Bidder shall carry insurance, in company or companies acceptable to the District, for Worker's Compensation, Commercial General Liability, and Automobile liability.
Bidder(s) of interested shall furnish an insurance certificate naming CONSOLIDATED SCHOOL DISTRICT 158 as additionally insured (see General Conditions) and all other requirements of this bid specification within three (3) days of a request. That certificate shall name Consolidated School District 158 as an additional insured and shall state that all insurance listed above is primary. Consolidated School District 158 shall be notified 30 days prior to any material change in the insurance.

a. Comprehensive General Liability Insurance: The Successful Bidder shall maintain at all times during the contract Comprehensive Liability Insurance (including Broad Form Property Damage) with limits for combined bodily injury and property damage of not less than $1,000,000 for each occurrence and not less than $2,000,000 aggregate.

b. Owner's Protective Liability: The Successful Bidder shall maintain at all times during the contract Owner's Protective Liability with limits for combined bodily injury and property damage of not less than $1,000,000 for each occurrence and not less than $2,000,000 aggregate.

c. Comprehensive Auto Liability Insurance: The Successful Bidder shall maintain at all times during the
contract Comprehensive Auto Liability with limits for combined bodily injury and property damage of not less than $1,000,000 for each occurrence and not less than $2,000,000 aggregate.

d. **Excess Liability:** An umbrella policy is required with minimum limits of $5,000,000 per occurrence and will apply to both bodily injury and property damage. The umbrella policy shall apply over all primary coverage and limits of liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions that do not appear in the underlying policies.

e. **Owned/Rented Equipment Insurance:** The Contractor shall secure, pay for and maintain whatever Fire or Extended coverage Insurance deemed necessary to protect the Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffoldings, staging, towers and forms owned or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor; Contractor shall require same coverage of Subcontractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Consolidated School District 158, or their agents and employees for any losses of owned or rented requirement.

f. **Waiver of Subrogation:** It is expressly understood and agreed that Consolidated School District 158 shall have no responsibility therefore, the Contractor secures such insurance the insurance policy shall include a waiver of subrogation clause in favor of School District 158.

g. **Contractor's Obligation:** The procuring of the insurance required under this Contract shall be considered solely as securing Contractor's obligation or liabilities assumed under the Contract. Contractor shall remain fully liable and responsible for all such obligations, whether or not the insurance provided by the Contractor is approved by Consolidated School District 158.

h. **Conflicts** In all cases of conflict between the language in the Insurance section of the bid specification and the insurance certificate to be provided by the contractor, the language in the bid specification shall govern.

i. **Subcontractor’s Insurance** All subcontractors working for the Primary Contractor shall have insurance coverage limits similar to the limits identified in the bid specification. The primary contractor is responsible for maintaining up-to-date insurance certificates on file with the School District from all the contractor’s subcontractors which meet the requirements of the insurance section of the bid specification.

**Certificate of Insurance Form:** The following language must appear in the section: Description of Operations/Locations/Vehicles/Restrictions/Special Items:

Consolidated School District 158 is named as additional insured as their interests may appear with respect to General Liability and Excess Liability coverages.

Work cannot begin nor will any payments be issued until the Certificate of Insurance has been received by the District as provided to the District directly from the Insurer with the above provisions in place.

**Examination Of Site And Documents:** Before submitting a bid, each bidder shall visit the site and shall be responsible for knowledge of the conditions affecting the work. The act of submitting a bid is to be considered
full acknowledgment that the bidder has inspected the site, as well as the contract documents, and is familiar with the conditions and requirements of all of them.

**Contractors Personnel:** If any person employed on the work site, in the opinion of the Operations and Maintenance staff, is intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed, by the Contractor, to cease work and vacate the job site immediately.

**Assignment Or Sub-Contracting:** Within one week following the bid opening, the Contractor who is awarded the work shall deliver a written list of subcontractor’s name, address, phone number, contact person, and references if the Contractor intends to subcontract any part of the work at any time during the contract year.

**District Employees:** Each bidder shall disclose any and all Board of Education member, School District Officer or Administrative Management employee of Consolidated School District 158 or their immediate family members who has a financial interest in the proposed contract.

**Liens:** No payment shall become due until the contractor delivers to Consolidated School District 158 a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he/she has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the District all monies that the District may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

**Protection Of Work:** The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage, or injury due to his/her neglect. The Contractor shall be entirely responsible for all apparatus, equipment and appurtenances furnished by him/her in connection with the work and special care shall be taken to protect all parts thereof in such a manner as may be necessary or as directed.

**OSHA Compliance:** In the event the Contractor comes on the premises of Consolidated School District 158 he/she shall be responsible for conducting all activities on said premises in accordance with the current provisions of the Occupational Safety and Health Act. Contractor agrees to indemnify and hold harmless Consolidated School District 158 for all claims and damages resulting from Contractor's failure to conduct his/her activities on Consolidated School District 158's premises in accordance with said Act and the related standards.

**Lien Waivers:** Where applicable, supporting partial Waivers of Lien for each subcontractor, supplier and prime contractor must accompany each request for payment. Waivers must spell out exact description of work performed for which Waiver is issued and state whether dollar amount received or amount of work less retainage held by prime contractor. For final payment it is necessary to submit final waivers in the full amount of the contracts for all sub-contractors, suppliers and prime contractors. A sworn statement listing sub-contractors and suppliers, the amounts of their contracts must accompany waivers and the amounts requested.

**Addenda and Interpretations:** No interpretation of the meaning of the bid documents will be made to any bidder orally. Requests for such interpretation shall be directed to:

Consolidated School District #158
650 Academic Drive
Algonquin, Illinois 60102
Attn: Douglas G. Renkosik
To be given consideration, every request must be received at least seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction if issued, will be emailed to all prospective bidders (at the respective address furnished for such purpose) not later than two (2) business days prior to the date fixed for filing of bid(s). Each bidder shall be responsible for checking that he/she has received all addenda. All addenda, so issued, shall become a part of the contract document.

**Bid Considerations by the District:** The District reserves the right to reject any and/or all bids on the basis of costs, appearance, construction, materials, deviation from the bidding or contract documents or any other good and sufficient reason.

A. The District reserves the right to reject and all bids and to waive formalities when such is in the interest of the District. The District also reserves the right to reject the bid of any bidder who has previously failed to perform similar contracts in a satisfactory manner or who is unable to satisfy the District of his/her ability to fulfill the contract.

B. The District reserves the right to make the final determinations as to the comparability of the specifications.

C. The District, comprised of three campuses, is to be bid in its entirety. Partial or incomplete section bidding is unacceptable. Any omission(s) or items(s) may void the bid.
REED ROAD CAMPUS
CONTRACTED SERVICES SNOW REMOVAL PLAN
9-14-06

= Areas to be cared for by Snow Removal Contractor

= Areas where snow can be stock piled

Martin Elementary School

Chesak Elementary School

Marlowe Middle School
AGREEMENT dated ______________________ by and between Consolidated School District 158 (hereinafter referred to as "The District") and Successful Bidder. The agreement incorporates all of the provisions of the Bid Documents as well as the following;

AGREEMENT

I. Services: Successful Bidder will provide Snow Removal Services (hereinafter referred to as “Services”) for the District at its facilities as specified in Attachment A (The Bid Specifications and any addendums complete at the time of Bid Opening) incorporating all bid documents. In performing such services, Successful Bidder will do the following:
   A. Furnish a management team to ensure the Services are accomplished in accordance with the terms and conditions set forth herein.
   B. Furnish, train, manage and direct all Successful Bidder employees in the performance of Services. District shall have the right, upon written notice to Successful Bidder, to require the replacement of any Successful Bidder employee employed at the Facility whose continued presence, in the opinion of the District, is not in the best interest of the District or its employees. All Successful Bidder employees who provide services under this Agreement shall comply with all applicable laws, ordinances, rules and regulations in the performance of Service(s) provided under this Agreement, including but not limited to, all applicable District policies and procedures, rules and regulations in effect at the time, all laws governing appropriate visa and work authorization, any and all applicable District policies regarding background information, pre-employment testing and any other applicable requirements deemed appropriate by the District.
   C. Provide additional services (non-repetitive in nature) similar to, but not included in, the Services from time to time as agreed by the parties.
   D. Provide a Quality Assurance Plan acceptable to the District within fourteen (14) calendar days of the award of the contract. Components shall include; post event review process, monthly quality review process and corrective action communication commitments. The District will participate in the formation of the processes.

II. The following costs will be paid by the Successful Bidder:
   A. All wages and salaries, including regular and overtime pay and, to the extent applicable, vacation pay, sick pay, bereavement pay and legal holiday for Successful Bidder’s employees working in the District.
   B. The cost of social security taxes, State and Federal unemployment insurance premiums, general liability and umbrella insurance premiums, and worker’s compensation premiums, and, to the extent applicable, medical, life and dental insurance premiums, any other applicable fringe benefits, related administrative costs and payroll based Federal, State and local taxes payable on behalf of Successful Bidder employees working at the districts facilities. Successful Bidder shall indemnify and hold harmless the District from any claim for payment of such items relating to wages and/or salaries paid by Successful Bidder under this Agreement.
C. The cost of any required uniforms for Successful Bidder employees.

D. The cost of manuals, forms, training aids, office supplies and all telephone calls needed in performing the Services.

E. The cost of Successful Bidder’s supporting operations management, human resources accounting, legal, training and development and general administrative functions.

F. The cost of pre-employment testing for Successful Bidder employees as required by the District policies and procedures in effect as of the date of the Agreement and applicable law.

G. The cost of maintaining and repairing equipment owned by Successful Bidder needed to perform the Services.

H. The cost of all supplies required as a part of Services.

III. Costs not covered as a part of this contract to be Paid by District: The following Successful Bidder’s costs will be paid by the district:

A. None.

IV. Payments to Successful Bidder: In consideration of Successful Bidder’s performance of it’s obligations under this Agreement, District shall make payments to Successful Bidder as described

A. Contract Price: The contract prices shall be according to Successful Bidder’s Combined Bid for All Three Campuses; Unit prices for snow events (per the bid)

- greater than 1" up to 3" snow removal with ice melt application - $ XX,XXX.00
- greater than 3" up to 6" snow removal with ice melt application - $ XX,XXX.00
- greater than 6" up to 9" snow removal with ice melt application - $ XX,XXX.00
- greater than 9" up to 12" snow removal with ice melt application - $ XX,XXX.00
- Ice Melt Application Only – per ton furnished and applied - $ XX,XXX.00

Hourly rates for additional services shall be in accordance with the schedule of rates provided with Successful Bidder’s bid; see Attachment B.

B. Authorization: All services and additional services must be approved by an Authorized District Representative prior to work being done in order for the charges to be accepted by the District.

C. Payment terms: All Invoices must be submitted to the District Operations and Maintenance Office on or before the Friday preceding the last Monday of the calendar month. Invoices must be itemized with a breakdown of costs by location and date. Payment shall be made on the 25th day of the following month. The Operations and Maintenance Office shall notify the Contractor of any disputed charges, and shall work with the Contractor to resolve issues. Undisputed portions of the charges will be processed for payment. The District reserves the right to withhold reasonable funds to cover damages caused by the Contractors efforts. All invoices for service during each contract season shall be delivered to the O&M Office no later than 30 days after the end of the contract year or will not be considered for payment.

V. Term and Termination of Agreement:
A. Initial Term: The term of this Agreement shall commence upon award of the contract by the District 158 Board of Education and shall continue until April 30, _____ (2016 or 2018 depending on award) and shall continue thereafter according to the provisions listed above in section IV unless terminated by either party in accordance with the terms outlined in section V.D or V.E.

B. Renewal of Contract: At the sole discretion of Consolidated School District 158, provided the Successful Bidder has provided services satisfactorily to the Board of Education of Consolidated School District 158, the service may be continued for up to a term of five ten years from the start of the base contract start date. Consolidated School District 158 will notify the Bidder of intent to renew for continued service by July 1st prior to commencement of the next year. Any increase in price during the renewal term shall be less than both: (1) five percent (5%); and (2) the consumer price index for Urban Wage Earners and Clerical Workers in the Chicago Metropolitan area for the prior calendar year issued by the Bureau of Labor Statistics of the United States Department of Labor.

C. Contract Adjustments: Any change in the areas required to be covered with these services will be adjusted on a square foot basis as determined by the base bids for the 2015/2016 winter season rates, and as amended, if applicable, by succeeding year(s) increase percentages.

D. Termination for Unsatisfactory Service: The work shall be performed to the satisfaction of the District. If, in the sole opinion of the District, the Successful Bidder is not satisfactorily performing the Services in accordance with the requirements of this Agreement, and the District desires to terminate the Agreement, the District shall give Successful Bidder three (3) days written notice of its intention to terminate this Contract with notification of necessary corrective action, if applicable. If the service deficiencies, if applicable, are not corrected within the three (3) days, the District may terminate this Contract immediately.

E. Cancellation of Contract: In the case of bankruptcy of the Contractor, failure of the Contractor to legally be able to perform the work, failure of the Contractor to pay supplies or workers or a work stoppage or a failure by the Contractor to provide sufficient workers for the job or sufficient material for the job, the District may terminate the Contract with 3 days written notice without cause and take over the completion of the service contract, applying the unpaid balance of money for the Contract to the completion of the service contract and any extra expenses incidental thereto.

F. Default: In the case of default by the Contractor the District may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

VI. Insurance to be carried by Successful Bidder: Successful Bidder shall procure and maintain during the term of the Agreement, at Successful Bidder’s sole expense insurance as outlined in the Bid Documents. Work can not commence without a Certificate of Insurance provided by the Contractors Insurance Carrier directly to the Operations and Maintenance Office.

VII. Force Majeure: Neither party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or unavoidable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather or energy related closing, governmental rules or regulations, or like causes beyond the reasonable control and without the
fault or negligence of such party, or for real or personal property destroyed or damaged due to such causes.

VIII. Notices: All formal notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail, return receipt requested properly addressed and postage prepaid, or by overnight mail by a reputable carrier, or by FAX, and addressed as follows:

To:
  Successful Bidder
  Address and Contact Information To Be Determined

To Customer:
  Consolidated School District 158
  650 Academic Drive
  Algonquin, IL  60102
  Attention:  Director of Operations and Maintenance

Or at any other address as may be given by either party to the other by notice in writing pursuant of this Section.

IX. Execution of Contract: The parties to the Agreement have executed this Agreement as of the day and year first written above.

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<th>Successful Bidder</th>
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Attachment A – Incorporates original complete bid specification including instructions to bidders and General Conditions

Addenda Numbers X thru Y
Copy of Successful Bidder's bid schedule of rates included here