

BID FORM

Please provide a response to the following:

1. Does the Bidder own its own trucks and employs its own people versus subcontracting trucks and people? *yes*
2. What is the distance from the bidder's garage operation from the school district's farthest property? *2 11 miles*
3. Does the bidder have the ability to store salt on the district's property in such quantities to ensure availability for the district? *yes*
4. Does the bidder have the ability to have a sufficient quantity of trucks and employees to plow both district campus lots simultaneously? *yes*
5. Does the bidder have the ability to have the lots plowed by 5:00am/6:00 am as detailed herein? *yes*
6. Please provide references for three school districts that you have provided services for in similar that are similar in scope to Minooka Community High School district 111.
** Attached at back of packet*
7. **Per Truck Per Hour Pricing:**
 - A. Please list your hourly rates for each truck that you will be using to provide snow plowing and salting service. ** Attached in our contract form*
 - B. Please provide your rate for salt per ton (treated and untreated).

8. (Optional) Per Push Pricing

Total Cost of Snow Removal for Snowfall 1" – 3" (per push) _____/1"-3"

Total Cost of Snow Removal for Snowfall 4" – 6" (per push) _____/4"-6"

Total Cost of Snow Removal for Snowfall 5" – 9" (per push) _____/7" or more

Hourly pricing for Time & equipment – Salting Service _____/Cost/Hour

Salt cost per ton _____/Cost/Ton

Treated salt cost per ton _____/Cost/Ton

Hourly pricing for Loader and Dump Trucks to load, haul and relocate snow at the District's _____/Cost/Hour
discretions.

Exception, deviations to specifications or special considerations:

Attached in this bid packet is our seasonal contracted rates. This
is the way we would like to submit our bid. This is done to make
sure we can adequately provide prompt & excellent service.

Assurances and Certifications

PART 1

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. Bidder has not been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.
5. Bidder is not subsidiary of a company that has been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.

PART 2

SUPPLIER'S/CONTRACTOR'S CERTIFICATION

As part of its bid, the supplier/contractor does hereby certify that said supplier/contractor is not barred from bidding on the contract as a result of violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT (Suppliers/Contractors with 25 or More Employees)

As part of its bid, the supplier/contractor does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (Ill.Rev.Stat. ch 127. para. 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance or work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

PART 3

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Sexual Harassment Policies

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-105 that [he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

Equal Employment Opportunity

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] complies with the procedures and requirement of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action, shall provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

PART 4

CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants, and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit any of the following: “Criminal Code of 1961,: 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile Pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/12-16 (Aggravated criminal sexual abuse, and or those offenses defined in the Cannabis Control Act,” 720 ILCS, 550/I et. Seq. (except the “Illinois Controlled Substances Act,” 720 ILCS 570/100 et. Seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written “Authorization for Criminal Background Information” form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above.

committing and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students of the school district. This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

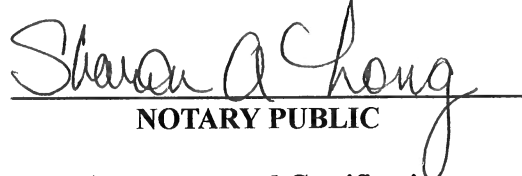
I

By: 
Authorized Agent

The foregoing Assurances and Certifications, Parts 1-4, were acknowledged before me by

Jeremiah Finnestad (insert name)

this 13th day of OCTOBER, 2026


NOTARY PUBLIC



The Assurances and Certifications must be returned signed and notarized for the bid to be considered.

REFERENCES

Village of Plainfield street superintendent Tony Torres

[815-436-3577](tel:815-436-3577)

Gas n wash gas stations

Greg mclemon

[815-230-6000](tel:815-230-6000)

Was the highway commissioner for Na-Au-Say TWP.

Jeremiah Finnestad

[815-409-0637](tel:815-409-0637)

Plowed Plainfield south high school Ira jones middle school Wallin oaks and freedom elementary school

[815-577-5700](tel:815-577-5700)



Minooka Community High School District 111

Billing Address: 301 S Wabena Ave. Minooka, IL 60447

Service Address: 201 S Wabena Ave. Minooka, IL 60447

SNOW REMOVAL 2026-2027

Project:

Provide Snow Removal services for the upcoming winter season for Minooka Community High School District 111.

Date of Service: November 15, 2026 – March 31, 2027

Scope:

- Plowing services will begin whenever the snow depth is 1" or greater at the property. It is our responsibility to monitor the snow conditions.
- Stand-alone salting services will commence for conditions less than 1".
- Quoted price is for plowing of parking lots only and does not include any services to sidewalks.
- Quoted price Does NOT include relocation or removal of snow from designated areas. If the client sees fit to move snow for any reason, such services can be provided at our hourly equipment and trucking rates. (Hourly rates can be provided at anytime.)
- Special request plowing: ie (client makes a service call to clean up drifted snow 12 hours after snow event has concluded and lots have been cleared) will be billed as a minimum fee per equipment required to do so.
- In the event of a snow blizzard or ongoing storms, plowing will be handled to the best of our capabilities of personnel and equipment and start times will change.
- Treated Rock salt will be applied after a plowing visit and/or per request of a property manager.

Terms:

- We will furnish all insurance, labor, supplies, and all machinery needed to provide snow removal.

- All snow is to be left at the side of all parking lots in designated areas unless relocation/haul off services are requested by client.
- This contract covers only 40" of snow or 9 snow plowing visits, whichever occurs first. After the 40" of snow or 9 visits, visits will be billed per the pricing schedule provided below. SNOW TOTALS DETERMINED BY CERTIFIED WEATHER REPORTS. Ice accumulation will be calculated on a 1:4 ration. I.e: .25" of ice equals 1" of snow.
- Snow blizzards will be billed based on time and material and are not included in the contract.
- In the event of a snow storm or blizzard requiring additional equipment or services charge will be by labor and material.

Service Schedule:

- The contractor will remove all snow from parking lots and drives. Driveways to be cleared to within 6" of the edge. All snow is to be left on property.
- Snow falls in excess of 8" and extreme icing conditions will be handled to the best of the capabilities of personnel and equipment. Priority will be given to clearing admin buildings and main access to buildings.
- Snow removal or plowing of any snow or snow storm totaling greater than 8" by wind or accumulation will not be included in the contract price and will be billed at our stated hourly rates.
- Contractor will not be responsible for plowing driveways and parking areas if they are blocked with parked cars. In cases where there is a parked car (s), contractor will make a second pass through the entire property to make a final check to see if the parked car(s) have been moved.
- Call backs and service request received after 12 hours will be handled on a time and material basis in accordance with rates below.

Tolerances:

- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Work done by the Contractor will conform to local codes and applicable government regulations. The Contractor employees have been trained to work safely and are aware of local labor regulations.
- The Contractor is insured for public liability and property damage.
- Contractor may, at his discretion, install snow stakes/markers along areas being plowed such as sidewalks, driveways, parking lots, obstructions, speed bumps, etc. Stakes/markers shall be installed after November 15 and shall be removed by April 15 (weather permitting).
- Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and

indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.

- The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 1. In any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 2. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 3. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties.

- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

- Contractor reserves the right to hire qualified sub-contractors to performed specialized functions or work requiring specialized equipment.

- Damaged Utilities: Should damage occur to utilities during plowing services, the Contractor is only liable for the cost of the repair. The Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.

- In the event that market pricing for products and services increase dramatically outside of contractor's control, the contractor reserves the right to modify pricing accordingly.

- Snow Stockpiling Areas are those areas to be determined at the discretion of the Contractor and facilities manager.

- The Client expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labor disputes, lock outs, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.

Hourly rates:

- Truck with plow: \$150.00 per hour
- Skid steer with push box: \$180 per hour
- Tractor or front end loader with push box: \$275 per hour

All hourly services above require a 5 hour minimum

COMPENSATION

Minooka School District agrees to compensate Bull Frog Enterprises

- 5 month contract total: \$6,700
- \$1,350/month

Any additional work requested will require a written estimate for said work.

- Payments due at time invoice is received.
- A service charge of 1.5% per month will be added to all balances not
- paid within 30 days of invoice. This represents an annual rate of 18%. In addition to all service charges, there will also be paid all costs of collection, including attorneys' fees and court costs.

DATE OF ACCEPTANCE ____/____/____

Bull Frog Enterprises _____

CUSTOMER _____

Bull Frog Enterprises
4050 Chicago Rd.
Minooka, IL 60447
(815) 409-0637



Minooka Community High School District 111

Billing Address: 301 S Wabena Ave. Minooka, IL 60447

Service Address: 301 S Wabena Ave. Minooka, IL 60447

SNOW REMOVAL 2026-2027

Project:

Provide Snow Removal services for the upcoming winter season for Minooka Community High School District 111.

Date of Service: November 15, 2026 – March 31, 2027

Scope:

- Plowing services will begin whenever the snow depth is 1" or greater at the property. It is our responsibility to monitor the snow conditions.
- Stand-alone salting services will commence for conditions less than 1".
- Quoted price is for plowing of parking lots only and does not include any services to sidewalks.
- Quoted price Does NOT include relocation or removal of snow from designated areas. If the client sees fit to move snow for any reason, such services can be provided at our hourly equipment and trucking rates. (Hourly rates can be provided at anytime.)
- Special request plowing: ie (client makes a service call to clean up drifted snow 12 hours after snow event has concluded and lots have been cleared) will be billed as a minimum fee per equipment required to do so.
- In the event of a snow blizzard or ongoing storms, plowing will be handled to the best of our capabilities of personnel and equipment and start times will change.
- Treated Rock salt will be applied after a plowing visit and/or per request of a property manager.

Terms:

- We will furnish all insurance, labor, supplies, and all machinery needed to provide snow removal.

- All snow is to be left at the side of all parking lots in designated areas unless relocation/haul off services are requested by client.
- This contract covers only 40" of snow or 9 snow plowing visits, whichever occurs first. After the 40" of snow or 9 visits, visits will be billed per the pricing schedule provided below. SNOW TOTALS DETERMINED BY CERTIFIED WEATHER REPORTS. Ice accumulation will be calculated on a 1:4 ration. I.e: .25" of ice equals 1" of snow.
- Snow blizzards will be billed based on time and material and are not included in the contract.
- In the event of a snow storm or blizzard requiring additional equipment or services charge will be by labor and material.

Service Schedule:

- The contractor will remove all snow from parking lots and drives. Driveways to be cleared to within 6" of the edge. All snow is to be left on property.
- Snow falls in excess of 8" and extreme icing conditions will be handled to the best of the capabilities of personnel and equipment. Priority will be given to clearing admin buildings and main access to buildings.
- Snow removal or plowing of any snow or snow storm totaling greater than 8" by wind or accumulation will not be included in the contract price and will be billed at our stated hourly rates.
- Contractor will not be responsible for plowing driveways and parking areas if they are blocked with parked cars. In cases where there is a parked car (s), contractor will make a second pass through the entire property to make a final check to see if the parked car(s) have been moved.
- Call backs and service request received after 12 hours will be handled on a time and material basis in accordance with rates below.

Tolerances:

- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Work done by the Contractor will conform to local codes and applicable government regulations. The Contractor employees have been trained to work safely and are aware of local labor regulations.
- The Contractor is insured for public liability and property damage.
- Contractor may, at his discretion, install snow stakes/markers along areas being plowed such as sidewalks, driveways, parking lots, obstructions, speed bumps, etc. Stakes/markers shall be installed after November 15 and shall be removed by April 15 (weather permitting).
- Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and

indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.

- The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 1. In any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 2. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 3. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties.

- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

- Contractor reserves the right to hire qualified sub-contractors to performed specialized functions or work requiring specialized equipment.

- Damaged Utilities: Should damage occur to utilities during plowing services, the Contractor is only liable for the cost of the repair. The Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.

- In the event that market pricing for products and services increase dramatically outside of contractor's control, the contractor reserves the right to modify pricing accordingly.

- Snow Stockpiling Areas are those areas to be determined at the discretion of the Contractor and facilities manager.

- The Client expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labor disputes, lock outs, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.

Hourly rates:

- Truck with plow: \$150.00 per hour
- Skid steer with push box: \$200 per hour
- Tractor or front end loader with push box: \$275 per hour

All hourly services above require a 5 hour minimum

COMPENSATION

Minooka School District agrees to compensate Bull Frog Enterprises

- 5 month contract total: \$86,000
- \$17,200/month

Any additional work requested will require a written estimate for said work.

- Payments due at time invoice is received.
- A service charge of 1.5% per month will be added to all balances not
- paid within 30 days of invoice. This represents an annual rate of 18%. In addition to all service charges, there will also be paid all costs of collection, including attorneys' fees and court costs.

DATE OF ACCEPTANCE ____/____/____

Bull Frog Enterprises _____

CUSTOMER _____

**Bull Frog Enterprises
4050 Chicago Rd.
Minooka, IL 60447
(815) 409-0637**



Minooka Community High School District 111

Billing Address: 301 S Wabena Ave. Minooka, IL 60447

Service Address: 700 E Minooka Rd. Minooka, IL 60447

SNOW REMOVAL 2026-2027

Project:

Provide Snow Removal services for the upcoming winter season for Minooka Community High School District 111.

Date of Service: November 15, 2026 – March 31, 2027

Scope:

- Plowing services will begin whenever the snow depth is 1" or greater at the property. It is our responsibility to monitor the snow conditions.
- Stand-alone salting services will commence for conditions less than 1".
- Quoted price is for plowing of parking lots only and does not include any services to sidewalks.
- Quoted price Does NOT include relocation or removal of snow from designated areas. If the client sees fit to move snow for any reason, such services can be provided at our hourly equipment and trucking rates. (Hourly rates can be provided at anytime.)
- Special request plowing: ie (client makes a service call to clean up drifted snow 12 hours after snow event has concluded and lots have been cleared) will be billed as a minimum fee per equipment required to do so.
- In the event of a snow blizzard or ongoing storms, plowing will be handled to the best of our capabilities of personnel and equipment and start times will change.
- Treated Rock salt will be applied after a plowing visit and/or per request of a property manager.

Terms:

- We will furnish all insurance, labor, supplies, and all machinery needed to provide snow removal.

- All snow is to be left at the side of all parking lots in designated areas unless relocation/haul off services are requested by client.
- This contract covers only 40" of snow or 9 snow plowing visits, whichever occurs first. After the 40" of snow or 9 visits, visits will be billed per the pricing schedule provided below. SNOW TOTALS DETERMINED BY CERTIFIED WEATHER REPORTS. Ice accumulation will be calculated on a 1:4 ration. I.e: .25" of ice equals 1" of snow.
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Service Schedule:

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Tolerances:

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Hourly rates:

- Truck with plow: \$150.00 per hour
- Skid steer with push box: \$180 per hour
- Tractor or front end loader with push box: \$275 per hour

All hourly services above require a 5 hour minimum

COMPENSATION

Minooka School District agrees to compensate Bull Frog Enterprises

- **5 month contract total: \$42,500**
 - **\$8,500/month**

Any additional work requested will require a written estimate for said work.

- **Payments due at time invoice is received.**
- **A service charge of 1.5% per month will be added to all balances not**
- **paid within 30 days of invoice. This represents an annual rate of 18%. In addition to all service charges, there will also be paid all costs of collection, including attorneys' fees and court costs.**

DATE OF ACCEPTANCE ____/____/____

Bull Frog Enterprises _____

CUSTOMER _____

**Bull Frog Enterprises
4050 Chicago Rd.
Minooka, IL 60447
(815) 409-0637**



Minooka Community High School District 111

Billing Address: 301 S Wabena Ave. Minooka, IL 60447

Service Address: 26655 W Eames Rd. Minooka, IL 60447

SNOW REMOVAL 2026-2027

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- **Special request plowing: ie (client makes a service call to clean up drifted snow 12 hours after snow event has concluded and lots have been cleared) will be billed as a minimum fee per equipment required to do so.**
- **In the event of a snow blizzard or ongoing storms, plowing will be handled to the best of our capabilities of personnel and equipment and start times will change.**
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Terms:

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- The contractor will remove all snow from parking lots and drives. Driveways to be cleared to within 6" of the edge. All snow is to be left on property.
- Snow falls in excess of 8" and extreme icing conditions will be handled to the best of the capabilities of personnel and equipment. Priority will be given to clearing admin buildings and main access to buildings.
- Snow removal or plowing of any snow or snow storm totaling greater than 8" by wind or accumulation will not be included in the contract price and will be billed at our stated hourly rates.
- Contractor will not be responsible for plowing driveways and parking areas if they are blocked with parked cars. In cases where there is a parked car (s), contractor will make a second pass through the entire property to make a final check to see if the parked car(s) have been moved.
- Call backs and service request received after 12 hours will be handled on a time and material basis in accordance with rates below.

Tolerances:

- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Work done by the Contractor will conform to local codes and applicable government regulations. The Contractor employees have been trained to work safely and are aware of local labor regulations.
- The Contractor is insured for public liability and property damage.
- Contractor may, at his discretion, install snow stakes/markers along areas being plowed such as sidewalks, driveways, parking lots, obstructions, speed bumps, etc. Stakes/markers shall be installed after November 15 and shall be removed by April 15 (weather permitting).
- Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and

indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.

- The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 1. In any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 2. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 3. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties.

- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

- Contractor reserves the right to hire qualified sub-contractors to performed specialized functions or work requiring specialized equipment.

- Damaged Utilities: Should damage occur to utilities during plowing services, the Contractor is only liable for the cost of the repair. The Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.

- In the event that market pricing for products and services increase dramatically outside of contractor's control, the contractor reserves the right to modify pricing accordingly.

- Snow Stockpiling Areas are those areas to be determined at the discretion of the Contractor and facilities manager.

- The Client expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labor disputes, lock outs, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.

Hourly rates:

- Truck with plow: \$150.00 per hour
- Skid steer with push box: \$180 per hour
- Tractor or front end loader with push box: \$275 per hour

All hourly services above require a 5 hour minimum

COMPENSATION

Minooka School District agrees to compensate Bull Frog Enterprises

- 5 month contract total: \$61,000
- \$12,200/month

Any additional work requested will require a written estimate for said work.

- Payments due at time invoice is received.
- A service charge of 1.5% per month will be added to all balances not
- paid within 30 days of invoice. This represents an annual rate of 18%. In addition to all service charges, there will also be paid all costs of collection, including attorneys' fees and court costs.

DATE OF ACCEPTANCE ____/____/____

Bull Frog Enterprises _____

CUSTOMER _____

**Bull Frog Enterprises
4050 Chicago Rd.
Minooka, IL 60447
(815) 409-0637**