

SNOW REMOVAL CONTRACT

THIS CONTRACT (the "Contract") is by and between Makes Maintenance the "Contractor"), and the BOARD OF EDUCATION OF BLOOMINGDALE SCHOOL DISTRICT NO. 13, DuPage County, Illinois (the "School District").

1. The Services.

- a. Contractor agrees to provide all necessary labor, materials, equipment, and services required to perform the snow and ice removal services (the "Services") described in Contractor's proposal attached and incorporated into this Contract as Exhibit A. The Contractor shall perform the Services for the prices set forth in Exhibit A (the "Contract Sum"). The Contractor shall perform the Services in a prompt, efficient, skillful, workmanlike, and otherwise competent manner, including in accordance with any response times, snowfall thresholds, and service locations set forth in Exhibit A.
- b. The Contractor shall provide the Services from Nov 1st, 2024 through Apr 1st, 2027 (the "Contract Term"), unless earlier terminated as provided in this Contract.
- c. In the event of any conflict between this Contract and Exhibit A, this Contract shall control. Any terms in Exhibit A that limit Contractor's liability, require the School District to indemnify Contractor, or are otherwise inconsistent with this Contract shall be of no force or effect.

2. **Payment Terms.** The School District shall pay the Contractor for Services performed in accordance with the pricing set forth in Exhibit A. The Contractor shall provide monthly written invoices to the School District identifying the date, location, and type of each Service performed. Payment is due within the time frame set forth in the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

3. **Relationship Between the Parties.** Contractor is retained by the School District only for purposes and to the extent set forth in this Contract, and nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Contractor shall be deemed at all times to be an independent contractor and neither party has the authority to bind the other to any third person or to otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

4. **Damage to Property.** Contractor shall be responsible for all damage to the School District's property, or to any surrounding property, caused by Contractor or its employees, agents, or subcontractors in performing the Services, including without limitation damage to pavement, curbs, sidewalks, turf, landscaping, fences, light poles, signs, buildings, and vehicles. Contractor shall notify the School District of any such damage within 24 hours after it occurs. Contractor shall, at Contractor's sole cost, restore the damaged property to a condition at least equivalent to its condition immediately before the damage. If Contractor does not repair the damage within 14 days after receiving written notice from the School District, or a lesser time if the School District determines the damage creates an emergency or safety hazard, the School District may repair the

damage and Contractor shall reimburse the School District for the costs the School District incurs within 14 days after the School District provides a written invoice to Contractor. The School District may, at its option, deduct such costs from any amounts due to Contractor. Damage to turf or landscaping that cannot reasonably be repaired during winter conditions shall be repaired by Contractor no later than May 15 following the damage.

5. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the School District, the Board of Education, and the Board's members, employees, agents, and successors, in their individual and official capacities (collectively, the "School District Parties"), from and against all claims, causes of action, liability, damages, losses, judgments, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (1) Contractor's performance or non-performance of the Services, including without limitation claims for bodily injury, death, or property damage arising from snow or ice on any area Contractor is required to service under this Contract; (2) the negligent acts, errors, or omissions, or willful misconduct, of Contractor, its subcontractors, or their employees or agents; (3) Contractor's breach of this Contract; or (4) Contractor's violation of law.

In any and all claims by an employee of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, the indemnification and defense obligations in this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. Contractor waives any limitation of liability defense based on such acts against claims by the School District Parties for indemnification or contribution.

Contractor expressly understands and agrees that any insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the School District Parties, or any of them, as herein provided. This Section shall survive the expiration or termination of this Contract.

6. **Insurance.** During the term of this Contract, the Contractor, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:

Commented [JC1]: District insurance consultant should review

- a. Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Contract, with a minimum combined single limit of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
- b. Automobile liability insurance covering all owned, hired, and non-owned vehicles and equipment used in performing the Services, with a combined single limit of One Million Dollars (\$1,000,000);
- c. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees; and

- d. Umbrella liability insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A+ VII or better by A.M. Best or comparable rating service. The comprehensive general liability and property damage insurance policy shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District. Contractor shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the School District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the School District by certified mail, return receipt requested.

7. **Criminal Background Checks.** Contractor shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the School District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Contractor shall make every employee who will be sent to any school building or school property available to the School District for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. Contractor will reimburse the School District for the costs of the checks. The School District must provide a copy of the report to the individual employee, but is not authorized to release it to Contractor.

Commented [JC2]: Optional if contractor will not have daily contact with students

8. **Compliance with Applicable Laws.** Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, State, county, municipal, and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work, including without limitation the following:

a. **Nondiscrimination Requirements.** Contractor shall comply with laws and regulations pertaining to Equal Opportunity Employment and Fair Employment Practices including but not necessarily limited to the Illinois Human Rights Act. The Contractor shall not unlawfully discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, color, age, sex, handicap, disability, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair employment practice. Contractor further agrees that this provision will be incorporated by Contractor in all contracts entered with suppliers of materials or services, subcontractors, and all labor organizations, furnishing skilled, unskilled, or craft union skilled labor, who may perform any such labor or services regarding this Contract.

b. **Sexual Harassment.** The Contractor certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Section 2-105A(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105A(4), and in the case of a bidder having

25 or more employees, a drug free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.

c. OSHA. The Contractor shall be responsible for conducting all activities on the project site in accordance with the provisions of the Occupational Safety and Health Act of 1970, as amended, and the standards and regulations issued thereunder. The Contractor specifically agrees to indemnify and hold harmless the School District, its Board of Education, and its members, employees, and agents, in their individual and official capacities, for all claims, liability and damages, including but not necessarily limited to reasonable attorneys' fees and costs, resulting from Contractor's failure to conduct its activities on the project site in accordance with said Act and the related standards.

d. Prevailing Wage. It shall be mandatory upon the Contractor and upon any subcontractor thereof to pay all laborers, workmen, and mechanics employed by them not less than the general prevailing rate of wages as found by the School District or Department of Labor for each craft or type of worker or mechanic needed to execute the Contract and the general prevailing rate for legal holiday and overtime work as ascertained by the Illinois Department of Labor. The prevailing wage rates are revised by the Department of Labor periodically and are available on its website. The Contractor shall comply with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, applicable to the Work. Payment to any contractor shall not be processed without receipt of certified employee records required by 820 ILCS 130/5.

e. Not Prohibited from Contracting. Contractor certifies that it has not been suspended and it is not prohibited from contracting with a federal, state, or local governmental entity under any law, regulation, rule, or ordinance.

9. **Subcontracting or Assignment**. This Contract and the Services shall not be assigned or any part of the same subcontracted without the prior written consent of the School District, but in no case will such consent relieve the Contractor from its obligations or change the terms of this Contract.

10. **Default**. If Contractor fails to perform the Services within the time required by Exhibit A or otherwise fails to perform in accordance with this Contract, the School District may, in addition to any other remedy available at law or in equity: (a) procure the Services from another provider, in which case Contractor shall be liable to the School District for any costs in excess of the amount the School District would have paid Contractor for those Services; and/or (b) terminate this Contract immediately upon written notice to Contractor.

11. **Termination Without Cause**. The School District may terminate this Contract for any reason or no reason upon 14 days written notice to Contractor. Upon such termination, the School District's sole obligation shall be to pay Contractor for Services satisfactorily performed through the effective date of termination. If Exhibit A provides for a seasonal or monthly fee, such fee shall be prorated through the effective date of termination. Contractor shall not be entitled to lost profits or any other damages as a result of such termination.

12. **Notices.** Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the School District, to:
Bloomingdale School District No. 13
164 Euclid Avenue
Bloomingdale, IL 60108
Attention: Superintendent

If to the Contractor, to:
MAICER'S MAINTENANCE
315 Williams
Roosevelt Rd. G072
Attention: KEITH CHASE

13. **Entire Understanding.** This Contract and Exhibit A contain all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersede all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. No subsequent alteration, amendment, change, or addition to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

14. **Governing Law.** This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court of DuPage County, Illinois, or the federal district court for the Northern District of Illinois.

15. **Effective Date.** This Contract shall become effective, and be deemed dated, as of the date the last of the parties signs this Contract, as set forth below.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year set forth below.

CONTRACTOR

By: 
Its: agent F. Pres
Dated: 10/22/26

BOARD OF EDUCATION OF
BLOOMINGDALE SCHOOL DISTRICT
NO. 13, DuPage County, Illinois

By: _____
Its: _____
Dated: _____

EXHIBIT A
CONTRACTOR'S PROPOSAL AND SCOPE OF SERVICES

*[Attach Contractor's quote/proposal, including pricing, service locations, snowfall thresholds,
and response times.]*