

**FORM OF CONTRACT**  
**SNOW REMOVAL SERVICES**  
**2024-2025**  
**DUNLAP CUSD #323**

This Snow Removal Services Contract is made and entered into as of the 16th day of October, **2024** by and between the Board of Education of Dunlap CUSD#323(Board) and JiMAX (Contractor).

Both parties hereby agree to the following:

1. The Contractor shall provide all labor, equipment, and materials necessary to remove snow as needed and at the locations specified and agreed upon, per the specifications attached in the bid documents, which are incorporated herein by this reference.
2. The Contractor shall meet with lead custodians at each of the buildings before October 15<sup>th</sup>, or unless an alternate date is agreed upon. The lead will explain the timing of the building snow removal process, where to push snow, where not to push snow, and any site-specific expectations.
3. This contract shall commence at the beginning of the **2024-25** winter season. Either party may elect to terminate this contract prior to the end of the original term with at least 30 days written notice.
4. Roll-over years: Up to **three** roll-over years may be added to the contract, one year at a time. Annual increases for roll-over years shall be no more than 5%, or C.P.I. whichever is lower. The C.P.I. shall be the same US Consumer Price Index, All Urban Consumers as used for Property Tax Extension Limitation Law, which is available from the Peoria County Clerk's Office. Each roll-over year shall be mutually agreed upon between the contractor and the Board for the District prior to August 31 of each year.
5. The Contractor agrees to indemnify Dunlap CUSD #323 from any liability for injuries any employees of the Contractor, any third person(s) and any property damage incurred by the Contractor or Board, during the performance of the duties relating to the snow removal services provided for herein. In the event this Agreement is terminated by the Board, the Contractor shall be paid for all services properly rendered or performed to the effective date of such termination.
6. The Board shall pay the Contractor the sum of \$ 9,141 for each snow removal service performed for the entire district.  
\$9,141 for a 2"-6" snow  
\$ 11,046 7"-9" of snow,  
\$13,405 for 10"-12" of snow

\$17,582 for 12" of snow

7. Payment for said services shall be made to the Contractor upon receipt of a monthly invoice and shall be paid by the Board after the monthly regular Board Meeting (typically the third Wednesday of each month.) Billing shall be sent to Dunlap CUSD#323 Attention: Accounts Payable at 400 S. Fourth Street, Dunlap, IL 61525.

8. The parties herein agree that the Contractor is performing the services under this Agreement as an independent contractor and is not deemed to be an employee of the Board. The Contractor shall be responsible for providing worker's compensation coverage and any other coverage required by law for the Contractor's employees.

9. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior bids, agreements, arrangements or understandings relating to the subject matter of this Agreement.

10. Existing Law: The bidder's attention is directed to the fact that all applicable state laws, local ordinances, and the rules and regulations of all authorities having jurisdiction over the matter shall apply to the contract throughout, and they will be deemed to be included in these Specifications and in the contract the same as though herein written out in full.

11. Certificates: All Bidders shall execute the Non-Collusion Affidavit and the Bidder Eligibility Certificate, which are attached hereto.

12. Authority: All bids shall be signed by a party competent to legally bind the bidder, and shall include the signer's telephone number, printed name, the bidder's type of business entity, the registered address of the entity, and shall affirm that the bidder is entitled to do business in the State of Illinois.

13. Investigations: The District may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information and data for this purpose as it may request.

In witness thereof, the parties have hereto executed this Agreement as of the day and year above.

CONTRACTOR:

By: \_\_\_\_\_

Date: \_\_\_\_\_

DUNLAP CUSD#323:

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

