

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT 23 BUILDINGS & SITES COMMITTEE MEETING**  
TUESDAY, SEPTEMBER 29, 2026  
GRODSKY ADMINISTRATION BUILDING  
700 N SCHOENBECK RD  
PROSPECT HEIGHTS, IL 60070 at 8:00 AM

*Engage ALL students in experiences that inspire EACH to grow as learners, individuals, and community members.*

**AGENDA**

I. Call to Order

II. Discussion Items

A. Discussion of Summer 2026 Work

1. MacArthur Windows & Siding - Update on Punchlist Items

Amy & Luis will provide an update on a few remaining items for FHP at MacArthur.

2. Eisenhower Construction

Amy & Luis will provide an update on the Eisenhower project

B. Removal of Dust Collection System Timeframe

Following recent BOE approval, we are targeting November 1-3 for removal of the dust collection system.

C. Removal of MacArthur Sign

The MacArthur "marquis" sign is no longer operational. we are working on a plan to remove and cap the electrical, replacing it with a wood sign, as was the case at Ross & Sullivan.

D. DRAFT Bid for Services - Snow Removal & Ice Control

3

The DRAFT solicitation has been attached for Committee review. We are planning for BOE action at the end of October.

E. DRAFT Bid for Services - Landscaping

29

The DRAFT solicitation has been attached for Committee review. We are planning for BOE action at the end of October.

F. IGA with Prospect Heights Park District - KinderStop Program in 2027-28 School Year

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Discussions continue around the IGA between the Prospect Heights Park District and the District regarding the hosting of the KinderStop Program at Eisenhower School, starting in 2027-28. The agreement is in DRAFT form and will ideally, be brought to the Board for action in October.

G. Pricing Solicitation - Natural Gas

Our natural gas agreement expires on November 30<sup>th</sup> of this year, and we have a deadline on November 15<sup>th</sup> to make a change to a new supplier.

While rates are still attractive, we don't want to be exposed to the open market over winter.

We are proactively working with our partners at Nania Energy to provide rates for our review and BOE action in October?

H. Towing Signage

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Amy will provide an update on the need for towing signage in the District parking lots.

III. Adjournment

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**AGENDA**

**DISTRICT ORGANIZATIONAL GOALS**

- **Student Success:** Ensure ALL students are well rounded and emotionally and academically prepared for success in high school.
- **Teaching, Learning, and Innovation:** Encourage a learning environment that emphasizes excellence and retains high quality staff.
- **Family and Community Partnership:** Actively engage and communicate with all families to foster collaborative relationships that benefit student learning and understanding of district priorities.
- **Facilities & Financial Planning:** Advance effective use of resources to support safe, learner ready facilities and to maximize student learning.



# INVITATION TO BID

Prospect Heights School District 23 will accept sealed bids for:

## **SNOW REMOVAL & ICE CONTROL SERVICES 2026-27, 2027-28, 2028-29**

Submit your bids to the attention of:

**Ms. Amy K. McPartlin, CSBO  
Asst. Superintendent for Finance & Operations  
Prospect Heights School District 23  
700 N. Schoenbeck Road  
Prospect Heights, IL 60070**

There will be a **MANDATORY Pre-Bid Meeting** on **Wednesday, October 7, 2026 at 10:00 AM** at the above location. All contractors are required to have a company representative attend.

Bids must be received at the above address no later than the following date and time of the scheduled public bid opening:

**Tuesday, October 13, 2026 at 1:00 PM**

Your bid **MUST** be submitted in a **SEALED ENVELOPE CLEARLY MARKED:**

### **"2027-2029 SNOW REMOVAL & ICE CONTROL SERVICES BID"**

Bid documents can be received via email by contacting Mr. Luis Gonzalez, Director of Operations, [lgonzalez@d23.org](mailto:lgonzalez@d23.org)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**SNOW REMOVAL & ICE CONTROL SERVICES**  
**2026-27, 2027-28, 2028-29**  
**INSTRUCTION TO BIDDERS**

**1. GENERAL**

- A. Bids shall be submitted to the attention of the Chief School Business Official in a sealed envelope, properly marked with the title of the bid, date, and time of opening.
- B. All bids must be made of the forms included with this bid package. Unsigned or late bids will not be considered.
- C. Any interpretation of the proposed documents will be made only by addendum issued by the School District. A copy of the addendum will be **emailed** to each person receiving a set of bid documents. Bidders shall acknowledge receipt of each addendum issued in the space provided on the bid form. Oral explanations will not be binding.
- D. Prospect Heights School District 23 is exempt from all Federal, State, and Municipal Taxes. Tax exempt # E9997-8520-07.
- E. All prices must be quoted at the F.O.B destination. Prices shall include all charges for packing, transportation, and delivery. Shipments will become property of the consignee after delivery and acceptance.
- F. All questions regarding the bid shall be directed to Luis Gonzalez, Director of Operations, via email ONLY lgonzalez@d23.org.

**2. ERRORS & OMISSIONS**

- A. All bids shall be fully completed when submitted. The signing of the bid submittal form shall be construed as acceptance of all provisions contained herein. All bids shall be deemed final, conclusive, and irrevocable. No claim for relief because of errors, or omissions in the bidding will be considered. Bidders will be held strictly to the bids as submitted.
- B. It is understood that the bidder has bid in strict accordance with the specifications, unless indicated by the bidder. Any explanation or statement which the bidder wishes to make may be placed in the same envelope with the bid but shall be written separately and independently of the bid documents. Bidder acknowledges that any variation from the specifications will be grounds for the Board of Education to reject the bid, although the Board of Education may accept the bid with the verification if, in its sole discretion, it determines that such bidder's bid is in the School District's best interest.
- C. Should a bidder find any discrepancies in, or omission from, any of the documents, or be in doubt as to its meanings, they shall advise the Director of Operations **via email** who will issue the necessary clarifications to all prospective bidders by means of addenda.
- D. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.

- E. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.

### **3. FIRM BID**

All prices, terms, and conditions will be considered to be firm for a period of ninety (90) days from the date of the bid opening.

### **4. SAMPLES**

Bidders may be required to furnish samples of ice melting products upon request at no additional charge.

### **5. QUANTITIES**

When so indicated, quantities shown may be estimates only. It is the Contractor's responsibility to visit each site to determine exact quantities.

### **6. ITEM SPECIFICATIONS & SUBSTITUTIONS – N/A**

### **7. WITHDRAWAL OF BIDS**

Bids may be withdrawn by letter, email, or in person prior to the time and date established for the opening of bids. No bid shall be withdrawn without the consent of Prospect Heights School District 23 Board of Education after the scheduled bid opening.

### **8. FINANCIAL STABILITY**

The School District may require, upon request, evidence as to the financial stability of the bidder. Upon request, the bidder shall provide the following information to the School District within 48 hours:

1. The name of any owner or co-owner, equity of each co-owner or corporate officers of the entity submitting the bid, and the name, address, and business telephone number of such person.
2. The last financial statement and balance sheet of the bidder, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.

### **9. INVESTIGATION OF BIDDERS**

- A. Prospect Heights SD23 will make such an investigation as necessary to determine the ability of the bidder to fulfill bid requirements. If requested, the bidder shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this bid.
- B. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract.

### **10. RESERVATION OF RIGHTS BY THE DISTRICT**

- A. The Board of Education reserves the right to reject any and all bids or portions of bids, and to waive informalities or irregularities in any bid, and to award the contract in the best interest of the School District, considering conformity with specifications, terms of delivery, quality, and serviceability. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the Board of Education is equally concerned with the

proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with the proposed contract documents.

- B. The Board of Education shall award each item noted in the specifications to one contractor.
- C. The Board of Education reserves the right to determine whether:
  - 1. An equal or alternate is a satisfactory substitute.
  - 2. Delivery date is entitled to more consideration than price.
  - 3. A bidder is not a responsible bidder
  - 4. What exceptions or deviations from the written specifications will be accepted.

#### **11.AWARD AND CONTRACT**

All bids will be awarded upon the approval by the Board of Education. The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid document.

#### **12.SIGNATURE CONSTITUTES ACCEPTANCE**

The signing of these forms will indicate the bidder's compliance with all bid specifications and included terms and conditions.

#### **13.INVOICING**

Invoicing for services will be accepted upon full delivery of product and/or completion of the work as described.

#### **14.EXAMINATION OF DOCUMENTS AND SITES**

- A. Before submitting a proposal for work on any project, each bidder shall carefully examine the project sites and the contract documents, fully informing itself of existing conditions and limitations of the project sites.
- B. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents and sites. Each bidder shall be held to represent that it has made the examination in complete detail and has determined that the documents and existing conditions are sufficient, adequate, and satisfactory for its completion of the work.

#### **15.DAMAGES TO PROPERTY**

- A. While on District premises, extreme care must be taken not to damage vehicles, lawns, landscaping, plants, or any other fixtures, structures or equipment. Any damages caused by the Contractor must be repaired or replaced at the discretion of the District.
- B. The District may authorize the necessary repairs using current/preferred vendors. Such repairs and/or replacements will be the sole responsibility of the Contractor.
- C. The District may reserve the right to withhold payment for unpaid damages.

#### **16.SITE CLEANUP**

The Contractor shall, daily and at the completion of the work, at each site/location, remove and dispose of all rubbish, surplus materials, equipment, etc., and shall leave the site/locations clean and in good order.

## **17.SAFETY**

The Contractor is responsible for maintaining safe conditions for the duration of the contract. Any precautionary measures, necessary warning signs, etc., required to assist the Contractor and address safety concerns of the District shall be provided at the Contractor's expense.

## **18.INSURANCE**

- A. The successful bidder shall carry insurance, in company or companies acceptable to the District.
- B. Within ten (10) days after bid award, Certificates of Insurance, the additional insured endorsement and the waiver of subrogation endorsements shall be submitted to the Chief School Business Official.
- C. The Contractor shall provide and maintain insurance in the amounts not less than the amounts as outlined below with companies acceptable to the District:
  - 1. Workers Compensation Insurance:
    - a. Coverage A – Illinois Statutory Limits
    - b. Coverage B- Employers Liability \$1,000,000 Limit
    - c. A waiver of subrogation in favor of SD23 shall be included
  - 2. Automobile Liability Insurance
    - a. \$1,000,000 combined single limit per occurrence for bodily and property damage and include coverage for all owned, non-owned, and hired automobiles.
  - 3. Commercial General Liability Insurance shall provide the following limits:
    - a. \$1,000,000 each occurrence
    - b. \$2,000,000 General Aggregate
    - c. \$3,000,000 Completed Operations Aggregate
    - d. \$1,000,000 Personal Injury
  - 4. Umbrella Liability Insurance:
    - a. \$2,000,000 for bodily injury and property damage
- D. The Contractor shall provide such insurance naming Prospect Heights SD23 as "Additional Named Insured" and shall state that all insurance listed above is primary and noncontributory (Form CG2026). All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the District.

## **19.PERSONNEL**

If any person employed on the work site be intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed to cease work and vacate the job site immediately.

## **20.ASSIGNMENT OR SUBCONTRACTING**

The successful bidder shall not, without written consent of the Chief School Business Official and the Director of Buildings and Grounds, make any assignment of sub-contract for the execution of the work hereby quoted.

## **21.DISTRICT EMPLOYEES**

Each bidder shall affirm that no Board of Education member, officer or employee of SD23 or their immediate family members, is interested financially in the proposed contract.

## **22. CANCELLATION OF CONTRACT**

- A. In case of bankruptcy of the Contractor or 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 Board of Education may terminate the contract and take over the completion of the project, applying the unpaid balance of money for the contract to the completion of the work at any extra expenses incidental thereto.
- B. At any time, the District may terminate the contract with or without cause.
- C. The Contractor may receive payment for all work completed but will not be entitled to lost profit or overhead.

## **23. PERFORMANCE/LABOR AND MATERIAL PAYMENT BONDS (PERFORMANCE BOND WILL BE REQUIRED!)**

- A. Within ten (10) days of the Notice of Award, the successful Contractor shall enter into a formal contract with the Board of Education and shall provide a Performance Bond, in the full amount of the contract. Upon receipt of the Performance Bond, the Bid Bond will be returned to the Contractor (if required)..
- B. The bonds shall be in accordance with AIA Document A311. The Contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the Contractor. If the signers of the bonds are not officers of the Contractor, a certificate of the authority of those signing the bonds, shall be attached.
- C. The Performance Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by it pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the Contractor fully to perform each or all of said duties.
- D. The Performance Bond shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of the same.

## **24. LIENS**

No payment shall become due until the contractor delivers a complete release of all liens arising out of the contract. Final waiver of liens should be included with the final payment request. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the institution all monies that the Contractor may be compelled to pay in discharging such a lien, including related costs and reasonable attorney's fees.

## **25. BID SECURITY (NOT REQUIRED!)**

- A. Unless otherwise specified, A Bid Bond or Certified Check made payable to Prospect Heights SD23, Cook County, Illinois, in the amount of five percent (5%) of the proposal shall accompany each bid as a guarantee that the bidder, if awarded the contract, will furnish the required Performance and Labor and Material Payment Bonds, execute the Contract, and proceed with the work.

- B. Upon failure to do so, the Contractor shall forfeit the check or amount of bid bonds as liquidated damages. No mistakes or errors on the part of the bidder shall excuse the bidder or entitle it to a return of the check or bid bond.
- C. The bid bonds or checks will be returned immediately after award of the contract.

## **26. HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the Board of Education and its members individually, their officers, employees, servants, and agents from and against all claims, actions, suits, judgements, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the Contractor under this contract or by reason of anything to be supplied by the Contractor pursuant to this contract.
- B. Bodily injury, including death to any person or persons (including Contractors' officers, employees, agents, and servants) or damage to our destruction of any property, including the loss of use thereof:
  - 1. Caused in whole or in part by any act, error, or omissions by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
  - 2. Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.
  - 3. Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

## **27. GOVERNING LAW**

The contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms shall remain in full force and effect.

## **28. BIDDER'S AGREEMENT**

- A. The bidder hereby declares understanding, agreement, and certification of compliance to provide the products to the School District, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original bid specifications, and any issued addenda.
- B. The bidder further agrees that the language of this document shall govern in the event of a conflict with (1) his/her bid or (2) any subsequent purchase order between the bidder and the School District.
- C. The bidder further agrees that upon receipt of an authorized purchase order or when and authorized official of the School District countersigns this document, a binding contract shall exist between the bidder and the School District.
- D. This document combined with amendments, the bidder proposal, its required submittals, and the purchase order, if any, shall comprise the binding contract.

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**SNOW REMOVAL & ICE CONTROL SERVICES**  
**2026-27, 2027-28, 2028-29**  
**SPECIFICATIONS**

1. Prospect Heights School District 23 is soliciting bids for snow removal and ice control services. The initial three-year (3) term of the agreement may be extended for up to five additional one-year (1) terms at a mutually agreed upon rate, as requested on the Bid Proposal page of this document.
2. Contractor is requested to provide a bid on snow removal and ice control services per the attached specifications, drawings, and general conditions. Contractor must bid on ALL locations.
3. Contractor certifies that they are qualified to provide and perform services in a professional manner. Contractor certifies that it has enough onsite and backup equipment and manpower to accomplish snow removal at all sites for accumulations up to six (6) inches within four (4) hours from the beginning of a snow event.
4. Contractor shall be required to submit a list of equipment to be used at each site.
5. Bids are considered firm from the time of bid opening until November 15, 2026.
6. The successful Contractor will be required to furnish an insurance certificate naming Prospect Heights SD23 as additional insured, as requested in the General Conditions section of this document.
7. Period of Coverage - The Contractor is on call 24 hours a day, seven days a week, for regular and special service requests. Weekends and all holidays are treated as regular business days. This is effective from the first snowfall of 1" or greater and/or ice control event, through the last snowfall of 1" or greater and/or ice control event during the entire snow removal season.
8. Account Supervision and Communication - The Contractor shall assign one (1) point of contact whom the District authorized representative will communicate with on a daily basis. The Contractor shall have mobile phones and provide the Director of Buildings and Grounds contact numbers that will always be answered by a live representative of the Contractor.
9. Snow Removal and Ice Control Event - Snow Plowing and ice control will take place seven (7) days a week. A snow removal and ice control event area defined as a single accumulation of snow of one (1) inch or more, that begins and ends without a two-hour break and needs removal.
10. Snow Removal and Ice Control Event Example:
  - A. Snowfall begins at 3:00 AM and accumulates for 4.5 hours. Whatever the snowfall total is in inches would be the event pricing.
  - B. If new snowfall begins within one hour and fifty-nine minutes of the end of the original snowfall, this snow event would be considered part of the original snow event.

- C. If a second snowfall begins two or more hours after the first snowfall event, this would be considered a new event and would be billed as a separate event based on the snowfall amount in inches.
11. The Contractor is to begin snow removal operations, leaving ample time to complete each facility no later than 6:00 AM.
  12. The Contractor is required to provide complete ice control/ice melt/de-icing application services immediately after plowing. At a minimum, all ice control material shall be IDOT and EPA approved, and must be environmentally friendly to minimize damage to concrete, asphalt paving, landscaping, and wildlife.
  13. Upon completion of snow and ice control services, the Contractor must submit via email to the Director of Buildings & Grounds, a finalized snow removal/ice control ticket, specifically documenting how much ice control material is being used at each site.
  14. No hourly or “as needed” salt spreading shall be performed by the contractor without the Contractor first receiving a special request/approval from District personnel.
  15. The billable amount for snow removal is based on the amount of snow that has fallen. This snowfall amount for any event will be determined from readings made by Weather Command / Murray and Trettel, Inc. and is hereby agreed to by the Contractor and the District as the official reporting for each site covered by this contract.
  16. Definition of Liability of Existing Conditions
    - A. The Contractor will exercise the care necessary to maintain the District’s facilities in the condition they were found.
    - B. The Contractor will tour the District sites following award and review existing conditions with the Director of Buildings and Grounds 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.
    - C. Should the District determine that additional reviews are required during the term of the contract, the Contractor shall agree to be present for a joint review.
    - D. Any damage attributable to the Contractor, other than normal wear and tear, including but not limited to: pavement, curbs, signs, doors, turf and plant materials, will be the responsibility of the Contractor. The Contractor shall arrange repair and/or replacement work as soon as possible through a District approved vendor and will coordinate repairs with the District after identification.
    - E. The District reserves the right to place financial values on any noted damages. The District will provide written notification to the Contractor and may withhold payments reasonably covering the damage estimate until compensation to the District has been resolved.
  17. All snow removal events shall include the labor and material for ice control services. The contractor is expected to use enough ice control material to abate the event completely.

## 18. Scope of Work

- A. The attached drawings are an integral part of these specifications and are intended as a guide to identify surface areas, push pile locations and stack pile locations.
  - 1. The Contractor is expected to visit each site prior to submitting a bid.
  - 2. The Contractor is expected to use his expertise to work with the Director of Operations to finalize push/pile locations prior to the first snow fall event. Please note that D23 sites are unique in nature and require additional equipment to move snow piles on a regular basis.
- B. Snow removal and ice control is to be done in a manner that clears all paved surfaces curb-to-curb and leaves the areas safe for vehicular and pedestrian traffic.
  - 1. Contractor shall remove snow from parking lots to pre-designated stacking areas as defined on site drawings, to prevent ends of parking rows from being covered by mounds of snow.
  - 2. No parking spaces can be lost to snow stacking, and no snow may be piled in end caps where parking lot cross traffic may be impaired.
  - 3. Contractor is also required to clear designated “walker” and crossing guard areas.
  - 4. The Contractor is expected to ensure that snow is removed to the designated stacking areas. All the stacking areas that the Contractor creates shall not impede pedestrian walkways or block gates.
  - 5. Relocation of snow placed in other than the designated stacking areas shall be at the Contractor’s expense and must be completed within eight (8) hours of notification by the Director of Operations.
- C. The Contractor is expected to provide all necessary equipment to ensure that snow is moved up, over, and beyond the curbs, and put in the designated stacking areas for every snow removal event. If the designated stacking areas become full (over 15’ high) the Contractor must contact the Director of Operations for authorization of where to relocate the snow. This relocation will be done at the District’s discretion and paid at the hourly equipment rate.

## 19. Line of Sight

The Contractor shall not pile snow higher than two (2) feet at or near intersections of traffic lanes and crosswalks as to inhibit line of sight of other traffic and pedestrians.

## 20. Parking Spaces and Loading Areas

All parking spots must be accessible with high priority for handicapped parking spaces and loading docks and dumpster areas.

## 21. Site Specific Notes (in addition to information on drawings)

- A. **Eisenhower School – 1 N Schoenbeck.** There are two (2) separate parking lots. Contractor is required to run plows on sidewalks adjacent to parking lots areas to assist building custodians

with snow removal. Main snow stack pile is located off of the circle lot. Contractor should “pull back” snow from the bottom of the main stair lot. Back playground and paths around the building are also included in scope. Dumpster area on west side of building

- B. **Betsy Ross, Anne Sullivan, and the Grodsky Admin. Building – MAIN CAMPUS.** Part of the main campus parking lot. Main snow stack pile is at the far south end of the Ross parking lot. Contractor is required to run plows on sidewalks adjacent to parking lots areas to assist building custodians with snow removal. Contractor should “pull back” snow from the main entrances towards the parking lot. Playgrounds and paths around buildings are also included in scope. Dumpster area location on the north side of Sullivan.
- C. **MacArthur Middle School – MAIN CAMPUS.** Part of the main campus parking lot. Main snow stack pile is the far west end of the MacArthur parking lot and south of the bus lane. Contractor is required to run plows on sidewalks adjacent to parking lots areas to assist building custodians with snow removal. Contractor should “pull back” snow from the main entrances towards the parking lot. Playgrounds and paths around buildings are also included in scope. Dumpster area location on the west side of MacArthur. Loading dock is used for early morning food deliveries.

## 22. Ice Event/Ice Control Without Plowing

- A. An ice event is an accumulation of precipitation that cannot be removed by plowing, blowing, or shoveling without first applying an ice melter agent. An ice event is further defined as a morning thaw and subsequent overnight freezing.
- B. The Contractor may be requested to provide additional ice control services as authorized by the District. Additional ice control that is performed without pre-authorization will not be paid by the District. It is the Contractor's responsibility to provide an early morning on-site inspection on “questionable days” to determine asphalt surface temperatures and the need for ice control. Should the Contractor's representative determine that no ice control is needed then the District will pay for 1 hour of labor for said inspection.

## 23. Ice Control Methods

- A. SD23 prefers to partner with a Contractor following the principles and guidelines of “Winter Parking Lot and Sidewalk Maintenance Manual” as published by the Minnesota Pollution Control Agency.
- B. Contractor shall calibrate spreaders at least once (fall) and provide documentation to the Director of Buildings and Grounds.
- C. It is preferred for the Contractor to be able to provide multiple materials for ice control methods including dry salt and liquid brine solutions.
- D. Prior to the first snowfall / ice control event the Contractor shall develop an ice control plan with the Director of Buildings and Grounds, including but not limited to materials, methods, surface and air temperature protocols.

24. Anti-Icing (Preferred service, Contractor shall notify District if service is not provided)

- A. Anti-icing is defined as the pre-treatment of a roadway or parking lot with ice melting chemicals before a storm, to prevent or delay the formation of ice, or the adhesion of ice and snow.
- B. Brine or wetted salt is usually applied shortly before a snow storm arrives or during a post treatment depending on severity of weather conditions. Properly performed anti-icing can reduce the amount of salt required, and allows for easier removal by mechanical methods.
- C. Contractor shall provide cost on bid form for this service at each location. Contractor should mark "not available" if service cannot be provided.

25. Fire Hydrants

Contractor shall mark all fire hydrants at each site with a high marker prior to the onset of the first snowfall. Contractor shall not bury or block access to any fire hydrant. Contractor shall remove snow around all fire hydrants as part of work.

26. Equipment and Supplies

- A. A list of available equipment that will be used on each site must be submitted with the Bid. All plow trucks should have a production rate of at least 40,000 square feet per hour. Each bidder must have equipment large enough to properly plow all locations to meet District specifications.
- B. As part of the Bid requirements, the Contractor shall supply the District with a letter stating the Contractor has a salt commitment, the amount of the commitment, and from what salt supplier. The Contractor shall also state that he will guarantee that the District will receive from the Contractor the required salt and ice melter, per event, necessary to treat the property to industry standards for each event, at no additional cost to the District.
- C. The Contractor may store two (2) pieces of equipment on site for the duration of the snow removal season.
- D. The Contractor is responsible to provide, at his expense, all equipment and supplies, including but not limited to salt, fuel, etc., to complete the work as required. The Contractor must also maintain an adequate reserve of equipment and salt in case of regular equipment failure or in case of severe storms. No salt or any other supplies may be stored at a District site. Road graders are not to be used at any District facility.

27. Work by Owner

The District reserves the right to perform any function described or otherwise inferred in this agreement with their own forces and equipment, and any time determined necessary or convenient for the District, without impact to the other provisions of this agreement. The Contractor agrees to work cooperatively with the District forces and shall not request or be eligible for payment or other compensation for work done by District forces and equipment. District forces are primarily responsible for snow removal and ice control for all sidewalks and non-paved areas of the District property.

## 28. Force Majeure

Despite anything contrary in this agreement, neither party will be liable or in breach or default under this contract agreement for any delay or failure of performance resulting directly from anything beyond the reasonable control of the non-performing party, including without limitations shortages in supplies or fuel, so long as the non-performing party diligently and continuously attempts to cure the non-performance caused by the force majeure event.

## 29. Billing Requirements

- A. Separate invoices are required for each location for flat and hourly services which must indicate the time and date the services were performed. The Contractors' copy of snow removal and ice control ticket must be provided with the coordinating invoice. No invoices will be paid without a coordinating completed snow removal and ice control ticket.
- B. To expedite processing, all invoices are to be sent directly to:  
  
Ms. Lorrie Ellison  
Accounting Department  
700 N. Schoenbeck Road  
Prospect Heights, IL 60070
- C. Invoices must be submitted within 30 days of the date of service. SD23 retains the right to withhold a percentage of payment should work not be performed in accordance with this document.
- D. The District operates under terms of payment for completed and product delivered within net 30 days from the date of invoice. In no case will the District agree to late fees prior to 60 days before payment is received, based on the State Statutes for State Funded Entities (50 ILCS 505/1 Illinois Local Government Prompt Payment Act).

## 30. Rate Structure

All pricing shall include complete snow removal and ice control applications per event.

## 31. District Locations (2)

- A. **Main Campus** which consists of the following sites:

|                                                                                        |                                                                                  |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Betsy Ross School<br>600 N. Schoenbeck<br>Prospect Heights, IL. 60070                  | Anne Sullivan School<br>610 N. Schoenbeck<br>Prospect Heights, IL. 60070         |
| Grodsky Administration Center<br>700 N. Schoenbeck Road<br>Prospect Heights, IL. 60070 | MacArthur Middle School<br>710 N. Schoenbeck Road<br>Prospect Heights, IL. 60070 |

- B. **Eisenhower School**  
1 N Schoenbeck Road  
Prospect Heights, IL. 60070

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**SNOW REMOVAL & ICE CONTROL SERVICES**  
**2026-27, 2027-28, 2028-29**  
**BID FORM**

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

Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Acknowledgement of Addendum: \_\_\_\_\_

**MAIN CAMPUS**

Flat Rate Removal & Ice Control, 1"-3" \$ \_\_\_\_\_

Flat Rate Removal & Ice Control, 3.1"-6" \$ \_\_\_\_\_

Flat Rate Removal & Ice Control, 6.1"-9" \$ \_\_\_\_\_

Flat Rate Removal & Ice Control, 9.1"-12" \$ \_\_\_\_\_

Pre-event anti-icing liquid application \$ \_\_\_\_\_

"As Authorized", Flat Rate Entire Lot Ice Control \$ \_\_\_\_\_

"As Authorized", Flat Rate Drive Lane, Bus/Fire Service  
(NO ice control) \$ \_\_\_\_\_

"As Authorized", Flat Rate Drift Control Plow Service  
(WITH ice control) \$ \_\_\_\_\_

**EISENHOWER SCHOOL**

Flat Rate Removal & Ice Control, 1"-3" \$ \_\_\_\_\_

Flat Rate Removal & Ice Control, 3.1"-6" \$ \_\_\_\_\_

Flat Rate Removal & Ice Control, 6.1"-9" \$ \_\_\_\_\_

|                                                                             |          |
|-----------------------------------------------------------------------------|----------|
| Flat Rate Removal & Ice Control, 9.1"-12"                                   | \$ _____ |
| Pre-event anti-icing liquid application                                     | \$ _____ |
| "As Authorized", Flat Rate Entire Lot Ice Control                           | \$ _____ |
| "As Authorized", Flat Rate Drive Lane, Bus/Fire Service<br>(NO ice control) | \$ _____ |
| "As Authorized", Flat Rate Drift Control Plow Service<br>(WITH ice control) | \$ _____ |

**UNIT RATES – to be used at Owners discretion**

|                                                                                                                        |               |
|------------------------------------------------------------------------------------------------------------------------|---------------|
| Hourly snow removal labor rate, without ice control                                                                    | \$ _____/hour |
| Hourly snow removal equipment rate                                                                                     | \$ _____/hour |
| "As Authorized" hourly pricing for daytime ice control (no plowing)                                                    | \$ _____/hour |
| "As Authorized" cost for salt                                                                                          | \$ _____/ton  |
| Hourly pricing for <i>loaders</i> to load, haul, and relocate snow at District's<br>Discretion, per piece of equipment | \$ _____/hour |
| Hourly pricing for dump trucks to haul and relocate snow at District's<br>Discretion, per piece of equipment           | \$ _____/hour |
| Percentage rate of increase/decrease to base cost for 2025-26.                                                         | _____ %       |
| Percentage rate of increase/decrease to base cost for 2056-27.                                                         | _____ %       |

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**SNOW REMOVAL & ICE CONTROL SERVICES**  
**2026-27, 2027-28, 2028-29**  
**CERTIFICATIONS**

By signing this document, I state and declare that the bidder/contractor listed below and I are in compliance, and will comply with all of the certifications listed herein.

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

Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Email: \_\_\_\_\_

1. **CERTIFICATION** – The undersigned bidder of Contractor hereby certifies that he/she 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. Additionally, the undersigned bidder certifies that they, either individually or corporately, are not under investigation or currently under suspension from IDOT or other State agencies. The bidder also certifies that he/she has read, understands and agrees that acceptance by SD23 of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. SD23 may declare the contract void if the certificate is false.
2. **NON-COLLUSION AFFIDAVIT** – The undersigned bidder or agent states that he/she 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. Bidder further state 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 sale.
3. **PREVAILING WAGE** – Prevailing wage is required for this contract.
4. **FAIR EMPLOYEE PRACTICES** – It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, and further that he will comply with all provisions of the Illinois Fair Employee Practices Commission as required by the Rules and Regulations for Public Contract.
5. **TOXIC SUBSTANCE** – The successful bidder must comply with the Toxic Substance Control Act. This Act requires that a SDS be provided for any product containing one or more toxic substances

covered in this Act. The SDS shall accompany delivery or have been submitted prior to delivery. Payment to the Contractor will not be paid until the SDS is provided.

6. SEXUAL HARASSMENT CLAUSE – Each bidder must certify that he has complied with the requirements of section 2-105 of the Illinois Human Rights Act effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated in this contract.
7. NO SMOKING CLAUSE – Bidder agrees the he, his employees, and sub-contractors, will abide by the SD23 no smoking policy on all District sites.
8. DRUG-FREE WORKPLACE – Each bidder must certify compliance with the Drug-Free Workplace Requirement, which stipulates the prohibition of the unlawful manufacture and distribution, dispensing, possession, or use of a controlled substance while of SD23 premises or while performing work for the District.
9. COMPLIANCE – The bidder is directed that all applicable state laws, municipal ordinances, District policies and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written in full.
10. BID MODIFICATION – In accordance with Illinois Law, once the bids have been opened, such bids may not be modified in any way without written approval of Prospect Heights SD23. All bidders will be bound by any and all math calculations, misquotes of any kind once the bids have been accepted, it may not be modified or rescinded without the approval of Prospect Heights SD23.
11. SAFETY PRECAUTION CLAUSE – The Contractor expressly agrees that it is solely and exclusively responsible for initiating, maintaining, and supervising all safety precautions, and programs in connection with the performance of this contract. The District is not responsible for means, methods, and techniques of construction, maintenance work, or safety precautions and programs in connection with the performance of the contract.
12. CRIMINAL BACKGROUND CHECK CLAUSE – The Contractor understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Contractor further understands and acknowledges that the State of Illinois requires that all employees of Contractors, licensees, Contractors or others having direct daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Contractor agrees to provide the District with the following in writing:
  - A. Evidence that each employee, agent, Contractor, or other person performing work on school property under this agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
  - B. The Contractor will provide the District, upon request, a copy of the criminal check conducted on each such person.

In the event the Contractor plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under this agreement with the District, then in that event the Contractor will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event that the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then in that event the Contractor agrees to fully defend and indemnify the District, including reimbursement of the attorney's fees and costs, against any such claim.

13. ASBESTOS HAZARD EMERGENCY ACT (AHERA) – Not applicable.

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**SNOW REMOVAL & ICE CONTROL SERVICES**  
**2026-27, 2027-28, 2028-29**  
**REFERENCE LISTING**

In order to determine the ability of the bidder to fulfill bid requirements, all bidders must furnish reference information as requested, please include the name, address, and contact information for four (4) current snow removal clients. Prior work experience with school district clients is preferred.

**Customer #1 - Name** \_\_\_\_\_

Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

Dates of Service \_\_\_\_\_

**Customer #2 - Name** \_\_\_\_\_

Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

Dates of Service \_\_\_\_\_

**Customer #3 - Name** \_\_\_\_\_

Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

Dates of Service \_\_\_\_\_

**Customer #4 - Name** \_\_\_\_\_

Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

Dates of Service \_\_\_\_\_

**PROSPECT HEIGHTS SCHOOL DISTRICT 23  
SNOW REMOVAL & ICE CONTROL SERVICES  
2026-27, 2027-28, 2028-29  
EQUIPMENT LISTING**

The contractor shall list types of equipment to be used for this contract. Contractor shall be descriptive in including size, make, type, age of equipment where possible.

**MAIN CAMPUS SITE**

List of equipment:

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**EISENHOWER SCHOOL SITE**

List of equipment:

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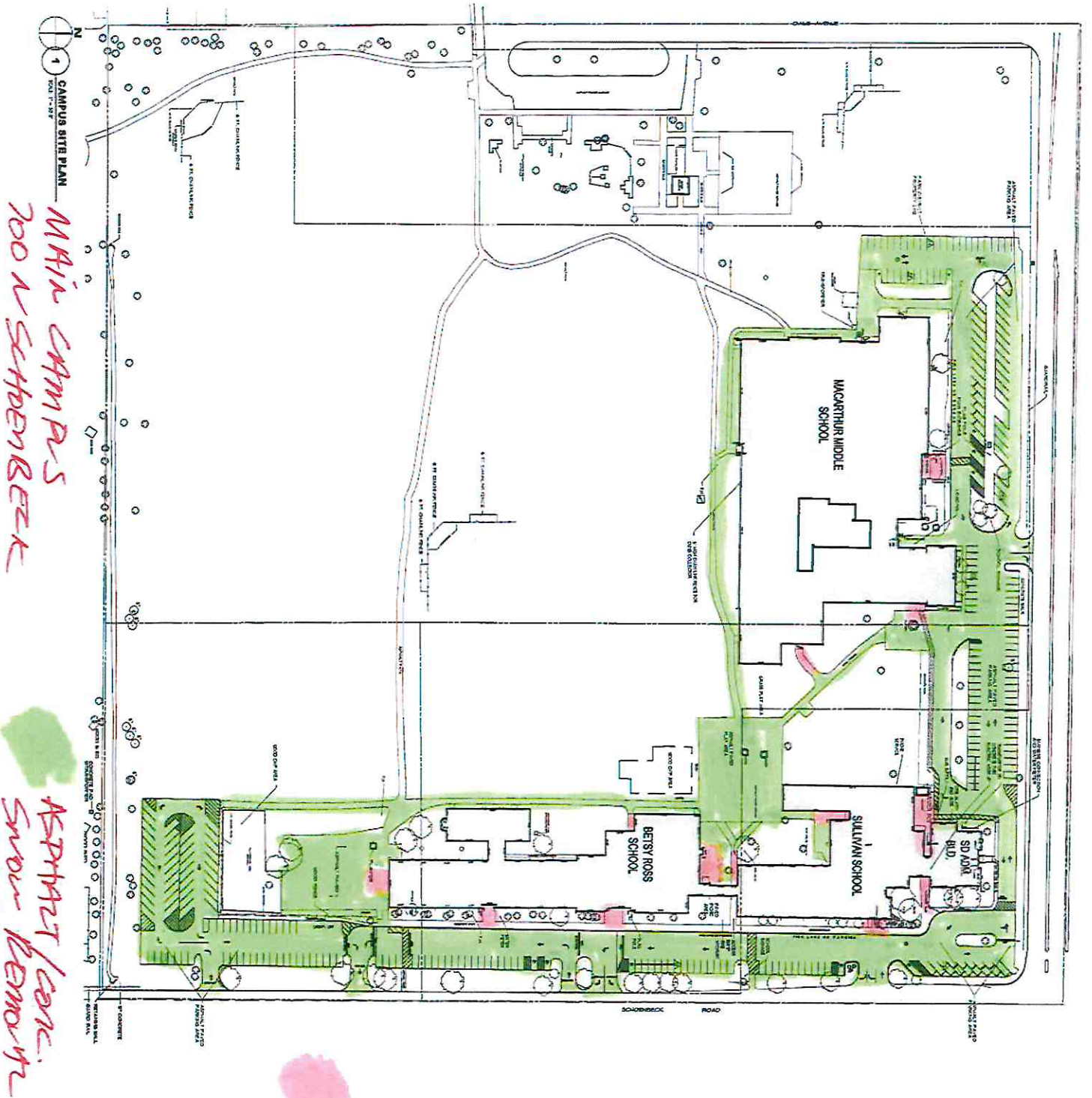
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main Campus - Asphalt & Concrete





# main campus - Rush and Hile

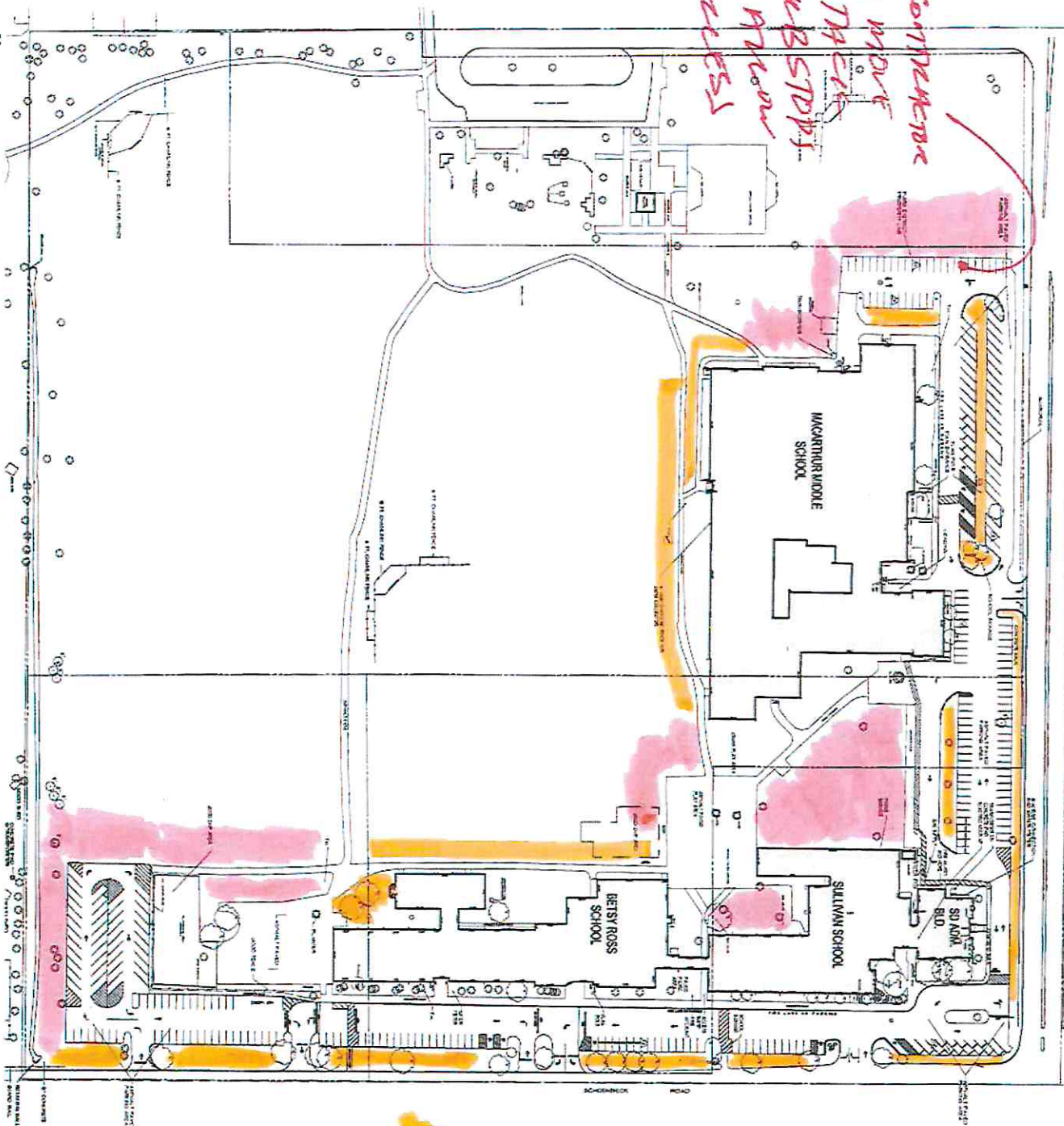
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can make + stairs to main access

concrete

MAIN CAMPUS  
DON SCOTCHENBERG

1 CAMPUS SITE PLAN  
NOV 7, 2019



"PUSH" AREAS

"SPILT" AREAS

C1.2

Project Manager  
Steve Biele  
Feb. 26, 2019  
Drawn by  
FAP  
Sheet Title  
SITE PLAN  
Sheet Number

REVISIONS  
No. Desc. By

25

For the  
BOARD of EDUCATION  
Project Manager  
100 N. Broadview Road  
Piquette, Michigan, MI  
48675

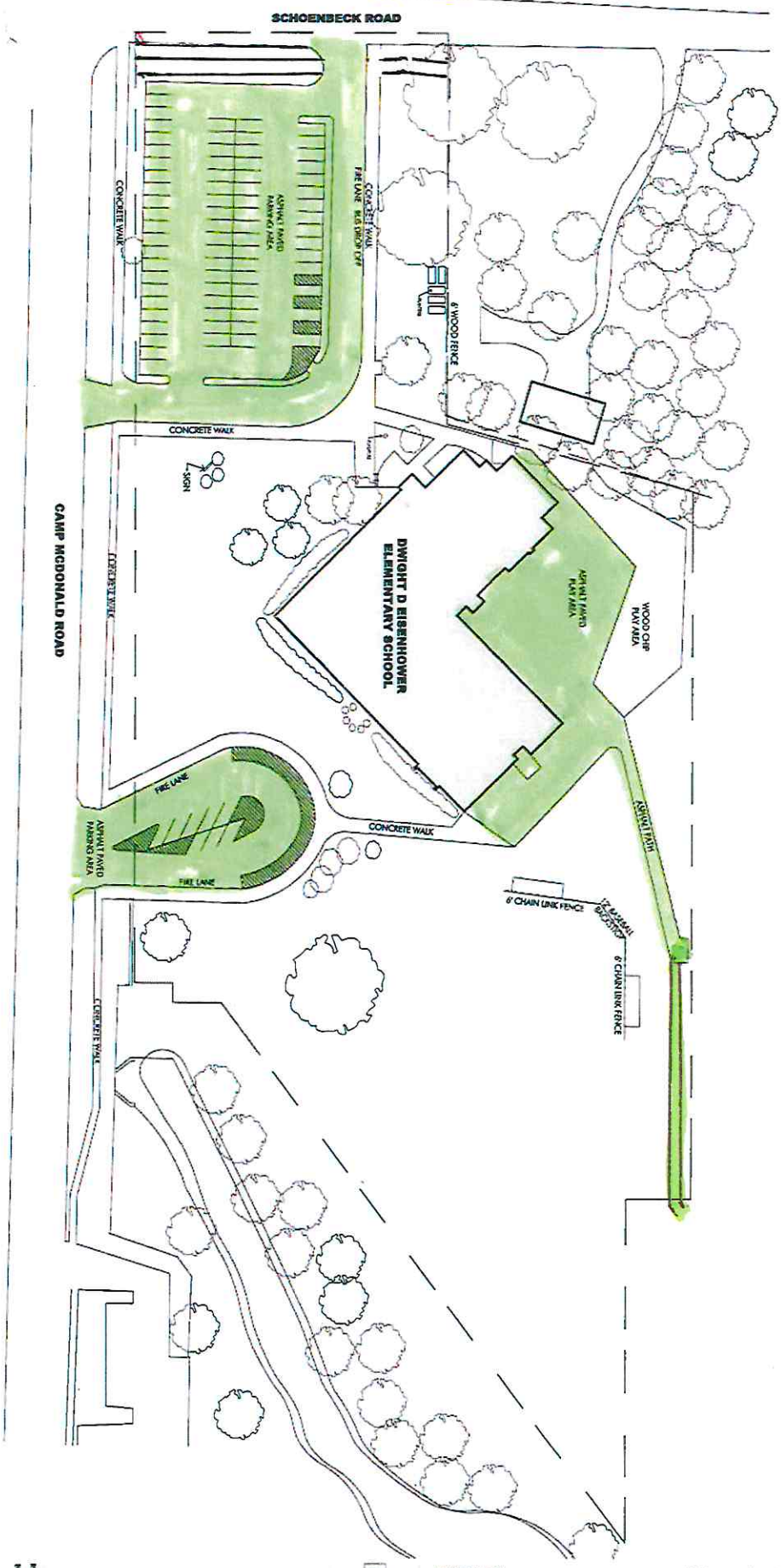
of  
SOUTH WEST

SITE PLANS

ARCON  
Architectural  
and  
Engineering  
2019 with filing and stamp  
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www.arconinc.com

Eisenhower - Asphalt & Concrete

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1  
 1  
 COMPOSITE SITE PLAN - EISENHOWER ELEMENTARY SCHOOL  
 1 IN SCHOENBECK ROAD

ASPHALT / CONC.  
 SNOW REMOVAL  
 PREPARE

**ARCON**

ARCON ASPHALT & CONCRETE, INC.  
 200 South Belling Road, Suite 40  
 Bellingham, WA 98226  
 Tel: 360.735.1234  
 Fax: 360.735.1235  
 www.arconinc.com

For the  
 BOARD of EDUCATION  
 Dwight D. Eisenhower School  
 200 N. Schoenbeck Road  
 Everett, Washington, WA  
 98203

20  
 2014.01.15

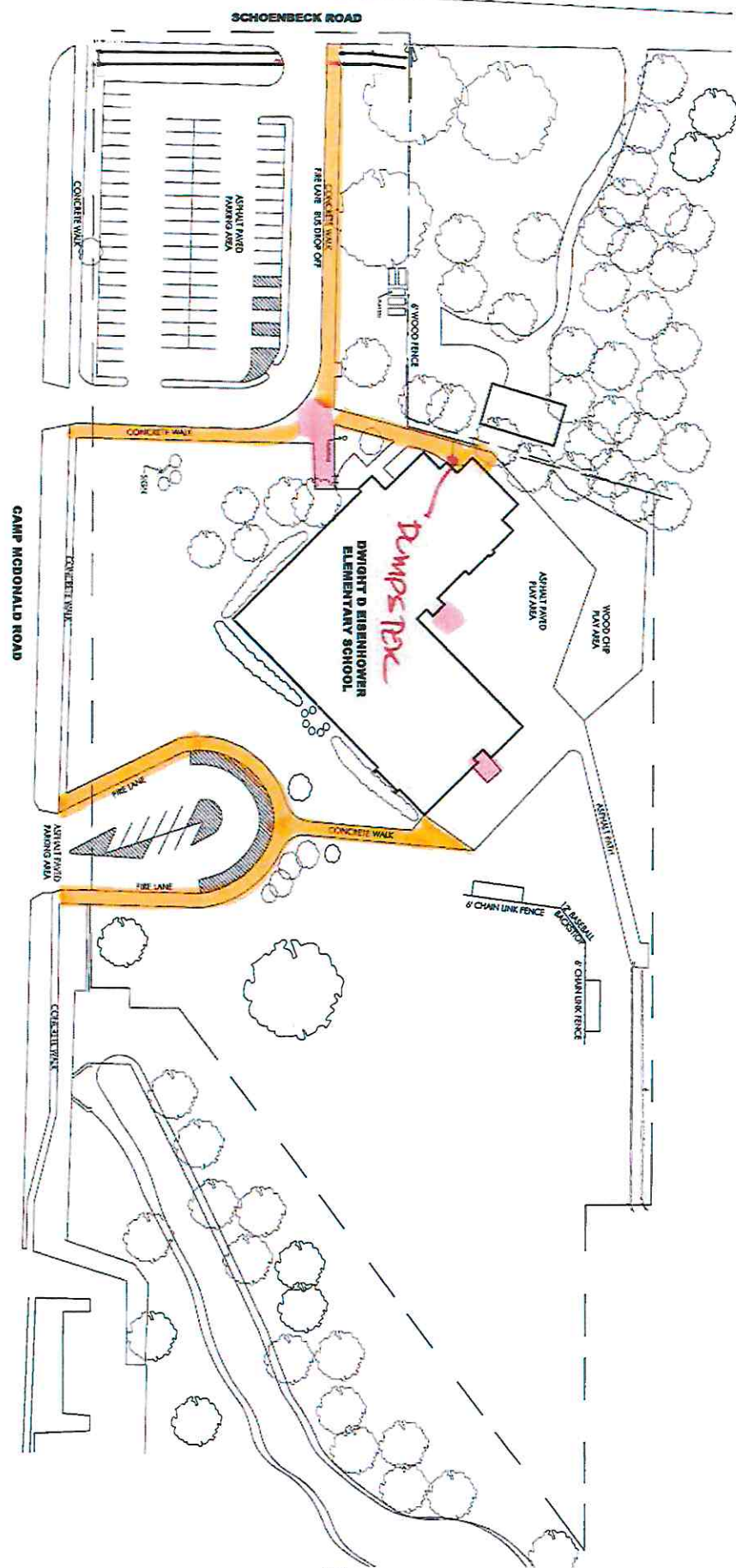
REVISIONS  
 No. Date By

Project Manager  
 Steve Butler  
 Feb. 20, 2019  
 Drawn by  
 PAB  
 Check Title  
 EISENHOWER  
 SITE PLAN  
 Sheet Number

C1.1

*Eisenhower - Walks to be cleared*

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COMPOSITE SITE PLAN - EISENHOWER ELEMENTARY SCHOOL  
1/4" = 10' SCALE

\* DO NOT COVER PUBLIC SIDEWALKS w/ SNOW

*"Fire-Back" AREAS*

*SIDEWALK SCENES AREAS*

**ARCON**

ARCHITECTURAL & ENGINEERING  
2001 South Main Street, Suite 100  
Tomball, Texas 77375  
713-261-1100  
www.arconinc.com

**SITE PLANS**

DATE: 05/15/1989

FOR THE  
BOARD OF EDUCATION  
Dwight D. Eisenhower  
Elementary School  
2301 N. Main Street  
Tomball, Texas 77375  
44070

27

BY: [Signature]  
DATE: 05/15/1989

Project Manager  
Lance Doherty  
Feb. 20, 2019  
Drawn by  
PAB  
Dwight D. Eisenhower  
Elementary School  
SITE PLAN  
Sheet Number

C1.1

Eisenhower - Hush and Hile Areas

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\* SIDEWALKS SHALL NOT BE COVERED WITH

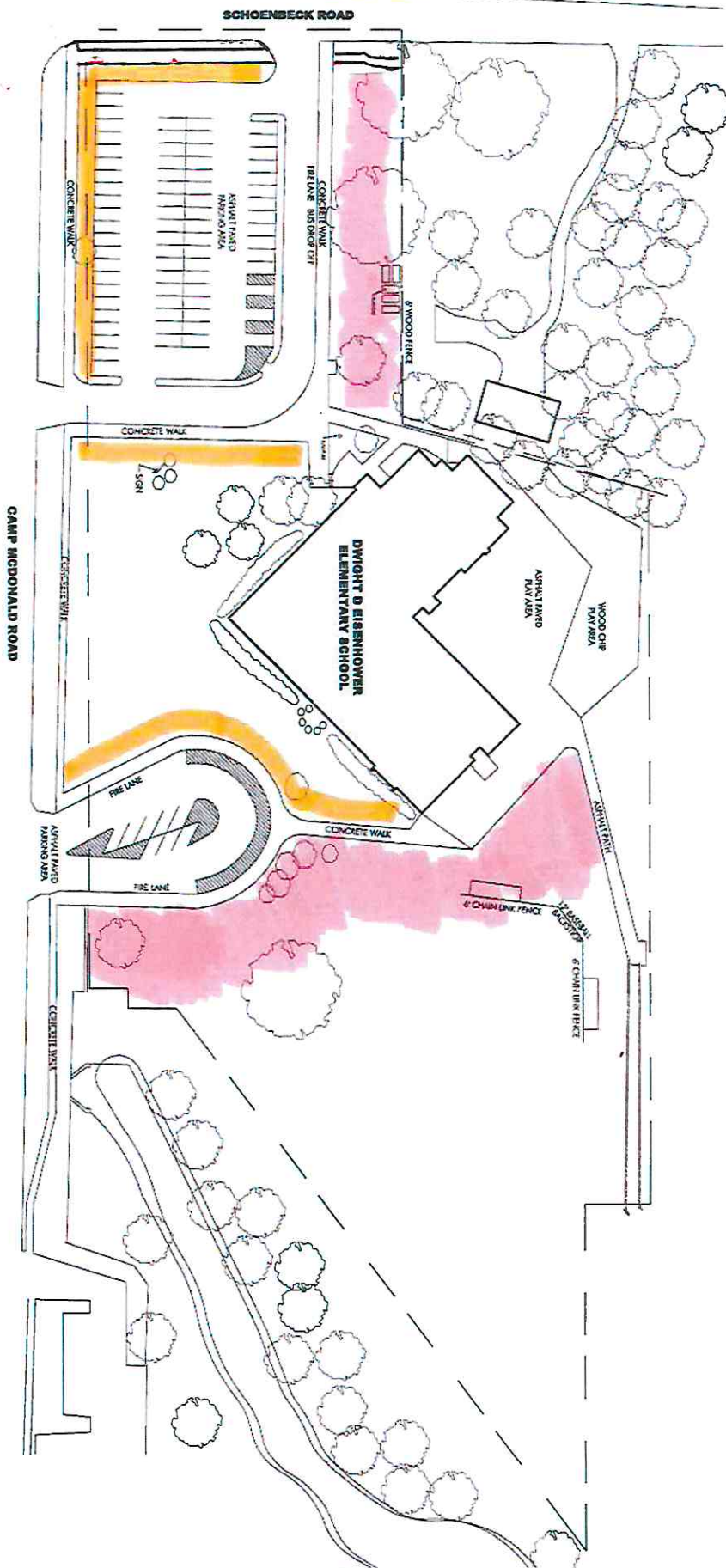
COMPOSITE SITE PLAN - EISENHOWER ELEMENTARY SCHOOL  
SCALE: 1" = 80'



1" IN SCHOENBECK ROAD

"POST" AREAS

"STACK" AREAS



21  
20

for the  
BOARD OF EDUCATION  
Eisenhower Elementary School  
200 N. Schoenbeck Road  
Camp McDonald, NY  
14030

of  
ADDITIONAL SITES

SITE PLANS

ARCON  
ASSOCIATES  
200 N. Schoenbeck Road  
Camp McDonald, NY  
14030  
www.arcon.com

C1.1

Project Number:  
Date:  
FEB. 20, 2019  
Drawn by:  
EISENHOWER  
SITE PLAN  
Sheet Number



## INVITATION TO BID

Prospect Heights School District 23 will accept sealed bids for:

**DISTRICT LANDSCAPING SERVICES**  
**Spring 2027 and**  
**School Years: 2027-2028, 2028-29, 2029-2030**

Submit your bids to the attention of:

**Amy K. McPartlin, CSBO**  
**Assistant Superintendent for Finance & Operations**  
**Prospect Heights School District 23**  
**700 N. Schoenbeck Road**  
**Prospect Heights, IL 60070**

There will be a **MANDATORY Pre-Bid Meeting** on **Friday, October 2, 2026 at 11:00 AM** at the above location. All contractors are required to have a company representative attend.

Bids must be received at the above address no later than the following date and time of the scheduled public bid opening:

**Tuesday, October 6, 2026 at 1:00 PM**

Your bid **MUST** be submitted in a **SEALED ENVELOPE CLEARLY MARKED:**

**“2027-30 LANDSCAPING SERVICES”**

Bid documents can be received via email by contacting Mr. Luis Gonzalez, Director of Operations, [lgonzalez@d23.org](mailto:lgonzalez@d23.org)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2027 & SCHOOL YEARS: 2027-30**  
**INSTRUCTION TO BIDDERS**

1. GENERAL

- A. Bids shall be submitted to the attention of the Assistant Superintendent for Finance & Operations in a sealed envelope, properly marked with the title of the bid, date, and time of opening.
- B. All bids must be made of the forms included with this bid package. Unsigned or late bids will not be considered.
- C. Any interpretation of the proposed documents will be made only by addendum issued by the School District. A copy of the addendum will be **emailed** to each person receiving a set of bid documents. Bidders shall acknowledge receipt of each addendum issued in the space provided on the bid form. Oral explanations will not be binding.
- D. Prospect Heights School District 23 is exempt from all Federal, State, and Municipal Taxes. Tax exempt # E9997-8520-07.
- E. All prices must be quoted at the F.O.B destination. Prices shall include all charges for packing, transportation, and delivery. Shipments will become property of the consignee after delivery and acceptance.
- F. All questions regarding the bid shall be directed to Mr. Luis Gonzalez, Director of Operations, via email ONLY to [lgonzalez@d23.org](mailto:lgonzalez@d23.org).

2. ERRORS & OMISSIONS

- A. All bids shall be fully completed when submitted. The signing of the bid submittal form shall be construed as acceptance of all provisions contained herein. All bids shall be deemed final, conclusive, and irrevocable. No claim for relief because of errors, or omissions in the bidding will be considered. Bidders will be held strictly to the bids as submitted.
- B. It is understood that the bidder has bid in strict accordance with the specifications, unless indicated by the bidder. Any explanation or statement which the bidder wishes to make may be placed in the same envelope with the bid but shall be written separately and independently of the bid documents. Bidder acknowledges that any variation from the specifications will be grounds for the Board of Education to reject the bid, although the Board of Education may accept the bid with the verification if, in its sole discretion, it determines that such bidder's bid is in the School District's best interest.
- C. Should a bidder find any discrepancies in, or omission from, any of the documents, or be in doubt as to its meanings, they shall advise the Director of Operations **via email** who will issue the necessary clarifications to all prospective bidders by means of addenda.
- D. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.

- E. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.
- 3. FIRM BID - All prices, terms, and conditions will be considered to be firm for a period of ninety (90) days from the date of the bid opening.
- 4. SAMPLES – N/A
- 5. QUANTITIES - When so indicated, quantities shown may be estimates only. It is the Contractor's responsibility to visit each site to determine exact quantities.
- 6. ITEM SPECIFICATIONS & SUBSTITUTIONS – N/A
- 7. WITHDRAWAL OF BIDS - Bids may be withdrawn by letter, email, or in person prior to the time and date established for the opening of bids. No bid shall be withdrawn without the consent of Prospect Heights School District 23 Board of Education after the scheduled bid opening.
- 8. FINANCIAL STABILITY - The School District may require, upon request, evidence as to the financial stability of the bidder. Upon request, the bidder shall provide the following information to the School District within 48 hours:
  - A. The name of any owner or co-owner, equity of each co-owner or corporate officers of the entity submitting the bid, and the name, address, and business telephone number of such person.
  - B. The last financial statement and balance sheet of the bidder, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.
- 9. INVESTIGATION OF BIDDERS
  - A. Prospect Heights School District 23 will make such an investigation as necessary to determine the ability of the bidder to fulfill bid requirements. If requested, the bidder shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this bid.
  - B. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract.
- 10. RESERVATION OF RIGHTS BY THE DISTRICT
  - A. The Board of Education reserves the right to reject any and all bids or portions of bids, and to waive informalities or irregularities in any bid, and to award the contract in the best interest of the School District, considering conformity with specifications, terms of delivery, quality, and serviceability. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the Board of Education is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with the proposed contract documents.

- B. The Board of Education shall award each item noted in the specifications to one contractor.
- C. The Board of Education reserves the right to determine whether:
  - 1. An equal or alternate is a satisfactory substitute.
  - 2. Delivery date is entitled to more consideration than price.
  - 3. A bidder is not a responsible bidder
  - 4. What exceptions or deviations from the written specifications will be accepted.
- 11. AWARD AND CONTRACT - All bids will be awarded upon the approval by the Board of Education. The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid document.
- 12. SIGNATURE CONSTITUTES ACCEPTANCE - The signing of these forms will indicate the bidder's compliance with all bid specifications and included terms and conditions.
- 13. INVOICING - Invoicing for services will be accepted upon full delivery of product and/or completion of the work as described.
- 14. EXAMINATION OF DOCUMENTS AND SITES
  - A. Before submitting a proposal for work on any project, each bidder shall carefully examine the project sites and the contract documents, fully informing itself of existing conditions and limitations of the project sites.
  - B. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents and sites. Each bidder shall be held to represent that it has made the examination in complete detail and has determined that the documents and existing conditions are sufficient, adequate, and satisfactory for its completion of the work.
- 15. DAMAGES TO PROPERTY - While on District premises, extreme care must be taken not to damage vehicles, lawns, landscaping, plants, or any other fixtures, structures or equipment. Any damages caused by the Contractor shall be repaired or replaced at the discretion of the District. The District may authorize the necessary repairs using current/preferred vendors. Such repairs and/or replacements will be the sole responsibility of the Contractor. The District may reserve the right to withhold payment for unpaid damages.
- 16. SITE CLEANUP - The Contractor shall, daily and at the completion of the work, at each site/location, remove and dispose of all rubbish, surplus materials, equipment, etc., and shall leave the site/locations clean and in good order.
- 17. SAFETY - The Contractor is responsible for maintaining safe conditions for the duration of the contract. Any precautionary measures, necessary warning signs, etc., required to assist the Contractor and address safety concerns of the District shall be provided at the Contractor's expense.

## 18. INSURANCE

- A. The successful bidder shall carry insurance, in company or companies acceptable to the District.
  - B. Within ten (10) days after bid award, Certificates of Insurance, the additional insured endorsement and the waiver of subrogation endorsements shall be submitted to the Chief School Business Official. The Contractor shall provide and maintain insurance in the amounts not less than the amounts as outlined below with companies acceptable to the District:
    - 1. Workers Compensation Insurance:
      - a. Coverage A – Illinois Statutory Limits
      - b. Coverage B- Employers Liability \$1,000,000 Limit
      - c. A waiver of subrogation in favor of SD23 shall be included
    - 2. Automobile Liability Insurance
      - a. \$1,000,000 combined single limit per occurrence for bodily and property damage and include coverage for all owned, non-owned, and hired automobiles.
    - 3. Commercial General Liability Insurance shall provide the following limits:
      - a. \$1,000,000 each occurrence
      - b. \$2,000,000 General Aggregate
      - c. \$3,000,000 Completed Operations Aggregate
      - d. \$1,000,000 Personal Injury
    - 4. Umbrella Liability Insurance:
      - a. \$2,000,000 for bodily injury and property damage
  - C. The Contractor shall provide such insurance naming Prospect Heights SD23 as “Additional Named Insured” and shall state that all insurance listed above is primary and noncontributory (Form CG2026). All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the District.
19. PERSONNEL - If any person employed on the work site be intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed to cease work and vacate the job site immediately.
20. ASSIGNMENT OR SUBCONTRACTING - The successful bidder shall not, without written consent of the Assistant Superintendent for Finance & Operations and the Director of Operations, make any assignment of sub-contract for the execution of the work hereby quoted.

21. DISTRICT EMPLOYEES - Each bidder shall affirm that no Board of Education member, officer or employee of the district or their immediate family members, is interested financially in the proposed contract.
22. CANCELLATION OF CONTRACT - In case of bankruptcy of the Contractor or 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 Board of Education may terminate the contract and take over the completion of the project, applying the unpaid balance of money for the contract to the completion of the work at any extra expenses incidental thereto. At any time, the District may terminate the contract with or without cause. The Contractor may receive payment for all work completed but will not be entitled to lost profit or overhead.
- 23. PERFORMANCE/LABOR AND MATERIAL PAYMENT BONDS (PERFORMANCE BOND WILL BE REQUIRED!)**
- A. Within ten (10) days of the Notice of Award, the successful Contractor shall enter into a formal contract with the Board of Education and shall provide a Performance Bond, in the full amount of the contract.
  - B. The bond shall be in accordance with AIA Document A311. The Contractor shall pay the cost of premiums for said bond.. The bond shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the Contractor. If the signers of the bonds are not officers of the Contractor, a certificate of the authority of those signing the bonds, shall be attached.
  - C. The Performance Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by it pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the Contractor fully to perform each or all of said duties.
  - D. The Performance Bond herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of the same.
24. LIENS - No payment shall be due until the contractor delivers a complete release of all liens arising out of the contract. Final waiver of liens should be included with the final payment request. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the institution all monies that the Contractor may be compelled to pay in discharging such a lien, including related costs and reasonable attorney's fees.
- 25. BID SECURITY (NOT REQUIRED!)**
- A. Unless otherwise specified, A Bid Bond or Certified Check made payable to Prospect Heights SD23, Cook County, Illinois, in the amount of five percent (5%) of the proposal shall accompany each bid as a guarantee that the bidder, if awarded the contract, will furnish the required Performance Bond, execute the Contract, and proceed with the work.

- B. Upon failure to do so, the Contractor shall forfeit the check or amount of bid bond as liquidated damages. No mistakes or errors on the part of the bidder shall excuse the bidder or entitle it to a return of the check or bid bond.
- C. The bid bonds or checks will be returned immediately after award of the contract.

## 26. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the Board of Education and its members individually, their officers, employees, servants, and agents from and against all claims, actions, suits, judgements, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:
  - 1. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the Contractor under this contract or by reason of anything to be supplied by the Contractor pursuant to this contract.
- B. Bodily injury, including death to any person or persons (including Contractors' officers, employees, agents, and servants) or damage to our destruction of any property, including the loss of use thereof:
  - 1. Caused in whole or in part by any act, error, or omissions by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
  - 2. Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.
  - 3. Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

27. GOVERNING LAW - The contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms shall remain in full force and effect.

28. BIDDER'S AGREEMENT - The bidder hereby declares understanding, agreement, and certification of compliance to provide the products to the School District, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original bid specifications, and any issued addenda. The bidder further agrees that the language of this document shall govern in the event of a conflict with (1) his/her bid or (2) any subsequent purchase order between the bidder and the School District. The bidder further agrees that upon receipt of an authorized purchase order or when an authorized official of the School District countersigns this document, a binding contract shall exist between the bidder and the School District. This document combined with amendments, the bidder proposal, its required submittals, and the purchase order, if any, shall comprise the binding contract.

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2027 & SCHOOL YEARS: 2027-30**  
**SPECIFICATIONS**

Prospect Heights School District 23 is soliciting bids for landscaping services. There will be a **MANDATORY Pre-Bid Meeting on Wednesday, October 7, 2026 at 11:00 AM** at the District 23 Administration Building, 700 N. Schoenbeck Road, Prospect Heights, IL 60070. All prospective contractors are required to have a company representative attend.

The initial three-year (3) term of the agreement may be extended for two additional one-year (1) terms at a mutually agreed upon rate, as requested on the Bid Proposal page of this document. The contractor is requested to provide a bid on landscaping services per the attached specifications and general conditions. The contractor must bid on ALL locations. The contractor certifies that they are qualified to provide and perform services in a professional manner and that it has enough onsite and backup equipment and manpower to accomplish all requested services.

**Contractor Qualifications/Bid Evaluation**

1. If a contract is awarded, it will be to the lowest responsive, responsible vendor, taking into consideration cost, references, and other information) meeting the specifications and requirements which the District determines, at its sole discretion, will serve the best interests of Prospect Heights School District 23, considering conformity with the specifications, terms of delivery, quality and serviceability. The District will use, but may not be limited to, the following criteria in its determination:
  - A. Contractor's references experience and longevity in public school/municipal contract landscaping industry (15%)
  - B. Contractor's available equipment and assets, proposed service schedule (10%)
  - C. Contract Cost (75%) - District will prioritize Base Bid Total and Alternate 2 (Weed Control) for evaluation purposes.
2. The District will review all submitted proposals and reserves the right to visit school districts or other entities currently being served by the Contractor.
3. A contract will be awarded with the understanding the vendor will comply with all applicable laws governing the issuance of contracts in the State of Illinois, as well as applicable local regulations and laws.
4. Depending on the meeting schedule of the Board of Education of Prospect Heights School District 23, the successful Contractor will be notified, and a purchase order will be issued. The written contract and these Bid Specifications will act as a contract for services described in this document.

5. Contractors are required to submit the following in a manner that will allow the District to accurately evaluate the Contractor's ability to provide the required services:
  - A. A minimum of three (3) school districts or other large entities for whom the Contractor is currently providing, or has provided within the last five (5) years, landscaping services similar in scope to those called for in these Bid Specifications.
  - B. Information about the Contractor's organization/background, including but not limited to:
    - i. General company history and background, including longevity in landscaping contracting.
    - ii. Contractor's available equipment and assets available to service the District.
  - C. Contractor's proposed weekly service schedule.
6. Contractors must identify services or resources, if any, to be provided by any subcontractor(s) in day-to-day operations. Subcontracted services/resources will be used only if approved by the Owner in advance. All regular landscaping workers must be employees of the Contractor.

#### **Landscaping Services to Be Performed**

1. The Contractor will provide staff, supervision and technical direction necessary to effectively manage the landscaping programs of Prospect Heights School District 23 as required herein. In the discharge of its responsibilities, the Contractor will be guided by the highest professional and technical standards in order to accomplish the following professional management services:
  - A. The Contractor will provide professionally qualified personnel and resource management at levels given in the contract, for the performance of landscaping and groundskeeping functions.
  - B. The Contractor will make initial and continuing recommendations for landscaping and groundskeeping procedures, implementation and resource application. Recommendations will be implemented only with the Owner's agreement.
2. The Contractor will conduct criminal background checks, as directed by the District. All expenses related to background checks will be borne by the Contractor.
3. The Contractor will secure the driving record abstract of all landscaping staff that may be required to drive Contractor vehicles.
4. Contractor employees will perform duties while in the special school environment involving students, parents or community members. Therefore, it is mandatory that every possible precaution be taken to assure that Contractor employees are of high moral character and are properly attired.

5. Contractor employees must work cooperatively with the District's employees, to ensure the best possible educational environment for students at Prospect Heights School District 23.
6. The Contractor's management personnel will routinely conduct a site review and provide a quarterly written review report.
7. Financial and Material Management
  - A. The Contractor will fulfill landscaping management responsibilities with strong, continued attention to fiscal responsibilities.
  - B. The Contractor will prepare landscaping budget data to assist Prospect Heights School District 23 in its budget preparation.
  - C. The Contractor will comply with Owner directives necessary to properly receive, inspect, account for, store, inventory, secure and issue landscaping supplies and equipment.

#### **Landscaping Services Scope of Work**

1. The Contractor will implement an effective program of landscaping maintenance, designed around environmentally sound principles and focused on the needs of people who use the landscape. The landscaping program will promote overall attractiveness as well as safe and enjoyable use of recreational facilities. Procedures and frequencies will be tailored to operate utilizing Contractor personnel whenever possible; and coordinating required subcontracting. The Contractor will establish levels and frequency of care for each site in coordination with Prospect Heights School District 23. Levels will be based on specific site use, sound principles of plant health care, and impact on site appearance and safety factors.
2. All personnel must be employed directly by the Contractor and/or listed subcontractors at the time of the submittal of the contract proposal, including the following:
  - A. Employees must comply with applicable state and local herbicide/pesticide application and licensing regulations. Only employees carrying Applicator and Operator licenses can apply herbicides and pesticides under this agreement. A copy of licenses must be provided for district records.
  - B. **Nothing is to be applied within fifty (50) feet of any playground structure,** unless directed by the Owner.
3. Work Hours
  - A. The contractor shall be responsible for adhering to Prospect Heights ordinances.
  - B. During the school year, contractors are restricted to non-combustion motorized work during the hours of 7:30 AM – 3:30 PM. Propane powered equipment is **NOT** allowed between 7:30 AM - 3:30 PM.

- C. Any day that the District is closed, or during extended breaks such as Thanksgiving and Spring Break, the contractor has the option of performing any type of work in accordance with paragraph B.
- D. The Summer School (ESY) Program will be present at Eisenhower during the months of June and July and restrictions apply from 7:30 AM - 12:30 PM (M-F)
- E. All other work required to be completed during the school day is acceptable pending:
  - i. Advance approval from the Director of Operations
  - ii. At least one contractor representative checks in at the school office to make building staff aware of work
  - iii. Absolutely no combustion motors are to be utilized

4. Mowing Services (**BASE BID**)

- A. Mowing at each site shall be completed within one day. The contractor shall supply all labor, materials, services, equipment, and supervision to perform the work specified herein. The contractor shall supervise and direct the work using their best possible skill and attention. They shall be solely responsible for all means, scheduling, methods, techniques, and procedures for coordinating all portions of the work under the contract.
- B. The importance the District attaches to safety cannot be over emphasized. **Student safety is of the utmost importance and must be strictly adhered to.** The contractor shall comply with all OSHA requirements. The contractor shall immediately report to the District any accidents. This accident report shall include the location of the accident, nature of the accident, the vehicle, identification number and any other information requested by the district. A written summary of the same information shall be reported to the district by the contractor, within five (5) working days of the accident. Property damage, personal property damage, or any injury resulting from the mowing activity, will be reported in full to the Director of Operations within one (1) business day of the occurrence. Any other complaints or issues by the Director of Operations will also be handled within one (1) business day.
- C. The District reserves the right to suspend the work, wholly or in part, for such a time as may be necessary due to conditions as are considered unfavorable for the satisfactory prosecution of the work; or for such time as is necessary by reason of failure to perform any or all provisions of the contract, and no additional compensation shall be paid the contractor because of such suspension.
- D. The contractor shall coordinate staging areas/parking areas with the District prior to services being rendered.

- E. The contractor shall prepare lawn areas for weekly mowing by removing all litter, leaves, twigs, rocks, and debris and mowing the grass to achieve a uniform and finished appearance for every event. The work also includes trimming, edging, and as necessary, collecting and removing clumps of grass clippings from the lawn area. It is the Contractor's responsibility to report any abnormal conditions to Prospect Heights School District 23.
- F. Mowing operations begin in April; the start date will be determined by Prospect Heights School District 23 in consultation with the Contractor. The Contractor will provide an annual schedule to Prospect Heights School District 23 for approval a minimum two (2) weeks prior to the start of the mowing season. The expectation is that under normal conditions each property will be mowed weekly. The mowing schedule must indicate the day of the week in chronological order by which each location will be mowed. The mowing date and time shall be scheduled with the Director of Operations so as not to disrupt regularly scheduled student activities in those areas.
- G. At no time will a piece of equipment be operated within 250 feet of children. The Contractor will coordinate his work to minimize interference with children playing on the fields. Safety equipment such as mowing discharge guards will be attached to mowers and in proper operation at all times. When Prospect Heights School District 23 provides the Contractor with forty-eight (48) hour advance notice, the Contractor must adjust any maintenance schedule(s) so as not to interfere with school programs and athletic events. Prospect Heights School District 23 will work with the Contractor in determining these schedules.
- H. All turf areas indicated on site plans will be cut no lower than (2 ½"). The grass will not be allowed to exceed a height of (4"). Ideal mowing heights are (2 ½") to (3"). All mower blades will be kept sharp in order to avoid tearing of grass plants and to provide a neat and even cut. Accumulated grass clippings shall not be left after mowing and be removed from property as part of the base bid. Direction of mowing will be alternated to minimize ruts and matting.
- I. Additional mowing required to maintain given grass heights will be included in the base bid. Any sites requiring additional mowing will require the Contractor to provide an additional schedule listing the sites and the second mow date. Mowing required beyond the number and frequency as stated will be by approval of the Director of Operations.
- J. No mowing will be conducted during a rainfall or after a rainfall or if the grounds are so wet that damage may occur. Grass clippings or clumps of grass left on lawns and/or the damage of lawns due to this condition are the sole responsibility of the contractor.
- K. Trimming of all obstacles – poles, trees, walls, fences, along sidewalks, and the like, that are within the boundaries of the lawns being mowed, must be **fully trimmed at every mowing**. Trimming around woody plants shall be done in such a manner so no back damage occurs from mowers, string trimmers, or other tools.

- L. The Contractor will remove all grass clippings from walks, paved areas, tree rings and mulch beds. The Contractor will avoid throwing clippings onto tree rings, mulch beds, and fresh air intakes of the building's HVAC equipment. Evidence of clippings in these areas will require the Contractor to catch the clippings when mowing in these areas. Grass clippings blown onto personal or public property will be removed per occurrence and any complaint will be responded to within one (1) business day following the complaint to the Director of Operations.
- M. The Contractor will provide personnel to meet all performance standards to fulfill the scope of this agreement. The Contractor will provide equipment and labor capable of maintaining the school site per these specifications.
- N. School sites will be routinely inspected by Prospect Heights School District 23 and deficiencies brought to the attention of the Contractor. In addition to these inspections, the Contractor's representative must meet with the Owner for monthly joint inspections. The Contractor will be given **twenty-four (24)** hours to correct deficiencies. Repeated failures to address deficiencies may result in a penalty being assessed by the District.
- O. During periods of drought or slow turf growth when reduced maintenance is required, spot mowing is acceptable pending approval of Prospect Heights School District 23.
- P. If turf cannot be mowed due to inclement weather and has exceeded (4"), no more than (1/3rd) of the grass blade will be removed at a time. This will require additional mowing to meet specifications and shall be included in the base bid.
- Q. Grass mowing shall be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting.
- R. Monthly routine lawn and plant health inspections will be made by trained landscape personnel. These inspections will include the spotting and identification of any insects, pests, disease, or unusual conditions that may occur. A representative of the contractor shall be available to meet at least once per month with a representative from the district to discuss any problems or comments about the service.
- S. SCOPE OF WORK/ Mowing as follows:

| Month     | No. of Mows | Service Notes                                                  |
|-----------|-------------|----------------------------------------------------------------|
| April     | 2 Mowings   | Spring Clean Up and 2 mowings, completed by <b>April 15th</b>  |
| May       | 4 Mowings   | Every 7 days, not to exceed 4 mowings                          |
| June      | 4 Mowings   | Every 7 days, not to exceed 4 mowings                          |
| July      | 4 Mowings   | Every 7 days, not to exceed 4 mowings                          |
| August    | 4 Mowings   | Every 7 days, not to exceed 4 mowings                          |
| September | 4 Mowings   | Every 7 days, not to exceed 4 mowings                          |
| October   | 4 Mowings   | Every 7 days, not to exceed 4 mowings                          |
| November  | 2 Mowings   | Fall Clean Up and 2 mowings, completed by <b>November 30th</b> |

### **CONTRACT AREA ESTIMATES**

| Location                | Square Footage | Acreage |
|-------------------------|----------------|---------|
| EISENHOWER SCHOOL       | 342,386        | 7.86    |
| BETSY ROSS SCHOOL       | 234,093        | 5.37    |
| ANNE SULLIVAN SCHOOL    | 214,977        | 4.94    |
| GRODSKY ADMINISTRATION  | 196,153        | 4.5     |
| MACARTHUR MIDDLE SCHOOL | 159,401        | 3.66    |

5. **Bed/Parking Lot Islands/Playground Care (BASE BID) - To be included in mowing cost**
  - A. The Contractor will provide bed, parking lot islands, and playground care from April through the end of the last cut of the season. Weekly detail work consists of cleaning and maintaining the landscaped bed areas and plants on all properties. Work includes, but is not necessarily limited to, removing all litter, leaves, twigs, weeds, and debris to achieve an attractive and professional appearance. Suckers are to be removed from the base of the trees.
  - B. Clippings and debris will be removed from the property the same day trimming is performed. The contractor shall remove the rubbish and dispose of it off of district property. Bid price shall include disposal when necessary, following all applicable laws and all costs associated therewith.
  - C. On a weekly basis, weeds are to be removed from all sidewalk and bed areas. Any weeds growing through pavement are to be removed. Monitor and maintain all

beds, parking lot islands, and playgrounds for weeds weekly and take appropriate measures to maintain a professional appearance with minimal weed growth through manual removal and/or chemical controls. Weed control or cultivation will be performed to eliminate all weeds in their entirety and to prevent the encroachment of weeds into established landscapes.

- D. If chemical controls are used, the Contractor must comply with Public Acts 91-0099 and 91-0525 that mandate Integrated Pest Management in Illinois schools. Further, all weed control applications must follow the procedures outlined in Section 4. above, "Fertilization and Weed Control". All fertilization and weed control applications need to occur on days when children are not present. **Absolutely nothing allowed within 50' of any play structure**, unless directed by the Owner.

5. **Spring & Fall Clean Up Services (BASE BID)**

- A. **Spring Clean Up** - Includes edging all beds with a cultivated border, removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs, and trees. Ornamental grasses and perennials must be cut to a height of six inches. Beds must be raked free of accumulated debris, dead leaves, and other material. Includes the removal of all accumulated winter trash and debris from walks, lots, roadways, pavement and fence lines. **Spring cleanup must be completed by April 15th.**
- B. **Fall Clean Up** - Mandatory fall clean up includes removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs and trees. Perennials must be cut back as soon as the foliage has died. Remaining weeds must be removed manually from beds. Mulch must be raked to maintain a uniform and neat appearance. Broken or damaged stems must be removed from shrubs and trees. At the conclusion of the mowing season, the removal of all leaves, trash and debris from lawns, roadways, parking lots, walks, shrub beds, fence lines, etc. to be completed at the conclusion of the fall leaf drop. **Fall clean-up must be completed by November 30th.**

6. **Mulching (ALTERNATE)**

- A. The Contractor will maintain all shredded hardwood mulch. All beds are to be mulched early August with 2" depth minimum. Mulching areas include the planted areas around all of the buildings.
- B. The Contractor must remove all litter, weeds and plant debris from mulch areas. **Do not** bury leaves, stems, or vines under mulch material. All finished mulch areas will be smooth and level to maintain a uniform surface and appearance.
- C. Maintain an appropriate mulch layer around plants to promote and maintain a healthy appearance including, but not limited to annuals, perennials, bulbs, ground cover vines, grasses, shrubs, evergreens, and trees.

- D. The Contractor will keep mulch away from crowns, stems, necks, or trunks of all plants and in general insure placement of mulch does not damage plants.
  - E. Mulch must be lower than building foundation lines and sloping away, at all times.
  - F. Areas that do not require new mulch, will be cultivated to give the existing mulch a fresh look.
  - G. Specification for the mulch is the following; Wood chip mulch shall be installed min. 2" deep, of a double ground fibrous nature, 2 inches to 3 inches in length. Materials shall be free of all foreign debris including clods, adhering films of dirt, and weed seeds, roots or stolons.
  - H. Playground areas are to be mulched with ASTM Playground certified mulch in early August. Depth of new mulch must be installed at min. 6", though additional mulch may be required to fill in low areas. Contractor to notify Owner of existing conditions prior to first application.
7. General Turf Repairs (**BASE BID**) – include in mowing cost
- A. Provide turf repairs at the school site as needed to maintain an attractive and professional appearance
8. Tree and Shrub Care (**BASE BID**)
- A. The Contractor shall trim trees and shrubs on a **weekly basis** to maintain a reasonable professional appearance. Major trimming and pruning shall occur two (2) times per year, after spring growth and prior to school starting. Dates shall be coordinated with the Director of Operations.
  - B. Tree limbs that impede vehicle or pedestrian traffic shall be trimmed as needed.
  - C. Any shrub, which dies, shall be promptly and completely removed. Please notify the Director of Operations prior to removing any shrubs. Work may be charged on a Time and Materials basis.
9. Landscaping Equipment (**BASE BID**)
- A. The Contractor will provide all equipment necessary to carry out landscaping functions as specified.
  - B. The Contractor will maintain landscaping equipment in an operative, workable and safe condition.
10. Sidewalk Edging (**BASE BID**) - Edging of all sidewalks using a mechanical motorized edging machine, cutting along the walks, removal of cut turf, blowing of walks after edging. To be done once a year in July or August.
11. Weed Control and Fertilizer Application Program (**ALTERNATE**)

- A. Application of Weed Control and Fertilizer shall be to all mowed areas at all the sites. The contract must conform to State of Illinois Requirements concerning the application of pesticides, fertilizers and weed control. **Absolutely no application permitted within fifty (50) feet of any play structure.**
- B. Notification must be provided to the District at least five (5) days prior to the application of pesticides so the district can notify staff and parents/guardians of students of the application.
- C. Application is only allowed on non-attendance days or weekends.
- D. The contractor shall provide the District with Material Safety Data Sheets (MSDS) for all chemicals used by contractors on District property.
- E. All persons who will be applying pesticides of any manner must be properly licensed with the Illinois Department of Agriculture. The company must have both the applicator and operator licenses for turf grass and ornamentals. (A copy of these licenses must be provided upon acceptance of alternate bid.) Proper flagging and signage must be posted to comply with all federal, state and municipal laws, ordinances, rules, and regulations. If this service is outsourced the same information is necessary, as well as additional insurance naming Prospect Heights School District 23 as additionally insured before the contractor applies treatment.
- F. A combination of a pre-emergent herbicide used in the spring in the beds and weed killer used in the summer may be used to keep beds weed free; however, their use in the proximity of trees, shrubs, and plants shall be closely monitored and carefully controlled. All shrub/ tree beds will be properly edged to maintain a clean edge.
- G. Fertilization will be performed min. two (2) times a season during the year. The spring application will include pre-emergent crabgrass control and also broadleaf weed killer; and will be performed on student non-attendance days to be coordinated with the District. The fall application is to be performed on student non-attendance days to be coordinated with the district and will include a broadleaf herbicide and a winterizing fertilizer. All applications of fertilizer will have the recommended portions of nitrogen, phosphorus, and potassium. Organic fertilization products are highly recommended.

### **Billing Requirements**

1. Separate invoices are required for each location for flat and hourly services which must indicate the time and date the services were performed.

2. To expedite processing, all invoices are to be sent directly to:

Ms. Lorrie Ellison  
Accounting Department  
700 N. Schoenbeck Road  
Prospect Heights, IL 60070

3. Services are to be billed and will be paid upon completion. The District WILL NOT pre-pay for services. The annual cost of services estimated in this bid document is not a guarantee of services to be provided, and therefore MAY NOT be split into equal payments for ease of administration.
4. Invoices must be submitted within 30 days of the date of service. SD23 retains the right to withhold a percentage of payment should work not be performed in accordance with this document. The District operates under terms of payment for completed and product delivered within net 30 days from the date of invoice. In no case will the District agree to late fees prior to 60 days before payment is received, based on the State Statutes for State Funded Entities (50 ILCS 505/1 Illinois Local Government Prompt Payment Act).
5. Rate Structure - All pricing shall include complete landscaping services and weed control applications per event.
6. The District is comprised of the following locations:

**Main Campus** which consists of the following sites:

|                            |                            |                            |
|----------------------------|----------------------------|----------------------------|
| Betsy Ross School          | Anne Sullivan School       | Grodsky Admin. Center      |
| 600 N. Schoenbeck          | 610 N. Schoenbeck          | 700 N. Schoenbeck Road     |
| Prospect Heights, IL 60070 | Prospect Heights, IL 60070 | Prospect Heights, IL 60070 |

MacArthur Middle School  
710 N. Schoenbeck Road  
Prospect Heights, IL 60070

**Eisenhower Campus**

Eisenhower Elementary School  
1 N. Schoenbeck Road  
Prospect Heights, IL 60070

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2027 & SCHOOL YEARS: 2027-30**  
**BID FORM**

**The Annual Base Bid price is to include: Annual mowing costs, spring and fall clean up services and twice a year, major tree and shrub pruning.**

| BASE BID<br>DESCRIPTION                              | EISENHOWER<br>SCHOOL | MAIN CAMPUS - PROVIDE ONE TOTAL COST |                    |                     |                 |
|------------------------------------------------------|----------------------|--------------------------------------|--------------------|---------------------|-----------------|
|                                                      |                      | BETSY ROSS<br>SCHOOL                 | SULLIVAN<br>SCHOOL | MACARTHUR<br>SCHOOL | ADMIN<br>OFFICE |
| MOWING<br>COST PER VISIT                             |                      |                                      |                    |                     |                 |
| ANNUAL MOWING<br>COST (30 VISITS)                    |                      |                                      |                    |                     |                 |
| SPRING CLEAN UP                                      |                      |                                      |                    |                     |                 |
| FALL CLEAN UP                                        |                      |                                      |                    |                     |                 |
| MAJOR SHRUB &<br>TREE PRUNING (2x<br>Year)           |                      |                                      |                    |                     |                 |
| <b>ANNUAL BASE BID<br/>TOTAL<br/>(Above 4 Lines)</b> |                      |                                      |                    |                     |                 |
| ALTERNATE 1 -<br>WEED CONTROL                        | EISENHOWER<br>SCHOOL | MAIN CAMPUS - PROVIDE ONE COST       |                    |                     |                 |
|                                                      |                      | BETSY ROSS<br>SCHOOL                 | SULLIVAN<br>SCHOOL | MACARTHUR<br>SCHOOL | ADMIN<br>OFFICE |
| WEED CONTROL/<br>FERTILIZER PER<br>APPLICATION       |                      |                                      |                    |                     |                 |
| ALTERNATE 2 -<br>MULCHING                            | EISENHOWER<br>SCHOOL | MAIN CAMPUS - PROVIDE ONE COST       |                    |                     |                 |
|                                                      |                      | BETSY ROSS<br>SCHOOL                 | SULLIVAN<br>SCHOOL | MACARTHUR<br>SCHOOL | ADMIN<br>OFFICE |
| ANNUAL MULCH -<br>PLANT BEDS                         |                      |                                      |                    |                     |                 |
| ANNUAL MULCH -<br>PLAYGROUNDS                        |                      |                                      |                    |                     |                 |
| <b>ANNUAL MULCH -<br/>TOTAL</b>                      |                      |                                      |                    |                     |                 |

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2027 & SCHOOL YEARS: 2027-30**  
**BID FORM - CONTINUED**

TOTAL COST for Year One Services as shown above \_\_\_\_\_ %  
(Total Annual Base Bids for All Sites)

Percentage rate of increase/decrease to base cost for SECOND year \_\_\_\_\_ %

Percentage rate of increase/decrease to base cost for THIRD year \_\_\_\_\_ %

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

Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2027 & SCHOOL YEARS: 2027-30**  
**CERTIFICATIONS**

By signing this document, I state and declare that the bidder/contractor listed below and I, are in compliance, and will comply with all of the certifications listed herein.

1. **CERTIFICATION** – The undersigned bidder of Contractor hereby certifies that he/she 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. Additionally, the undersigned bidder certifies that they, either individually or corporately, are not under investigation or currently under suspension from IDOT or other State agencies. The bidder also certifies that he/she has read, understands and agrees that acceptance by SD23 of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. SD23 may declare the contract void if the certificate is false.
2. **NON-COLLUSION AFFIDAVIT** – The undersigned bidder or agent states that he/she 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. Bidder further state 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 sale.
3. **PREVAILING WAGE** – Prevailing wage is not required for the maintenance portion of this contract.
4. **FAIR EMPLOYEE PRACTICES** – It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, and further that he will comply with all provisions of the Illinois Fair Employee Practices Commission as required by the Rules and Regulations for Public Contract.
5. **TOXIC SUBSTANCE** – The successful bidder must comply with the Toxic Substance Control Act. This Act requires that an MSDS be provided for any product containing one or more toxic substances covered in this Act. The MSDS shall accompany delivery or have been submitted prior to delivery. Payment to the Contractor will not be paid until the MSDS is provided.
6. **SEXUAL HARASSMENT CLAUSE** – Each bidder must certify that he has complied with the requirements of section 2-105 of the Illinois Human Rights Act effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated in this contract.

7. NO SMOKING CLAUSE – Bidder agrees that they, their employees, and sub-contractors, will abide by the SD23 no smoking policy on all District sites.
8. DRUG-FREE WORKPLACE – Each bidder must certify compliance with the Drug-Free Workplace Requirement, which stipulates the prohibition of the unlawful manufacture and distribution, dispensing, possession, or use of a controlled substance while of SD23 premises or while performing work for the District.
9. COMPLIANCE – The bidder is directed that all applicable state laws, municipal ordinances, District policies and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written in full.
10. BID MODIFICATION – In accordance with Illinois Law, once the bids have been opened, such bids may not be modified in any way without written approval of Prospect Heights SD23. All bidders will be bound by any and all math calculations, misquotes of any kind once the bids have been accepted, it may not be modified or rescinded without the approval of Prospect Heights SD23.
11. SAFETY PRECAUTION CLAUSE – The Contractor expressly agrees that it is solely and exclusively responsible for initiating, maintaining, and supervising all safety precautions, and programs in connection with the performance of this contract. The District is not responsible for means, methods, and techniques of construction, maintenance work, or safety precautions and programs in connection with the performance of the contract.
12. CRIMINAL BACKGROUND CHECK CLAUSE – The Contractor understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Contractor further understands and acknowledges that the State of Illinois requires that all employees of Contractors, licensees, Contractors or others having direct daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Contractor agrees to provide the District with the following in writing:
  - A. Evidence that each employee, agent, Contractor, or other person performing work on school property under this agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
  - B. The Contractor will provide the District, upon request, a copy of the criminal check conducted on each such person.

In the event the Contractor plans to subcontract with or use the services of another person or firm that has direct, daily contact with students on school property, in order to fulfill its obligations under this agreement with the District, the Contractor will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event that the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an

employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then in that event the Contractor agrees to fully defend and indemnify the District, including reimbursement of the attorney's fees and costs, against any such claim.

13. ASBESTOS HAZARD EMERGENCY ACT (AHERA) – Not applicable.

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

Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Email: \_\_\_\_\_

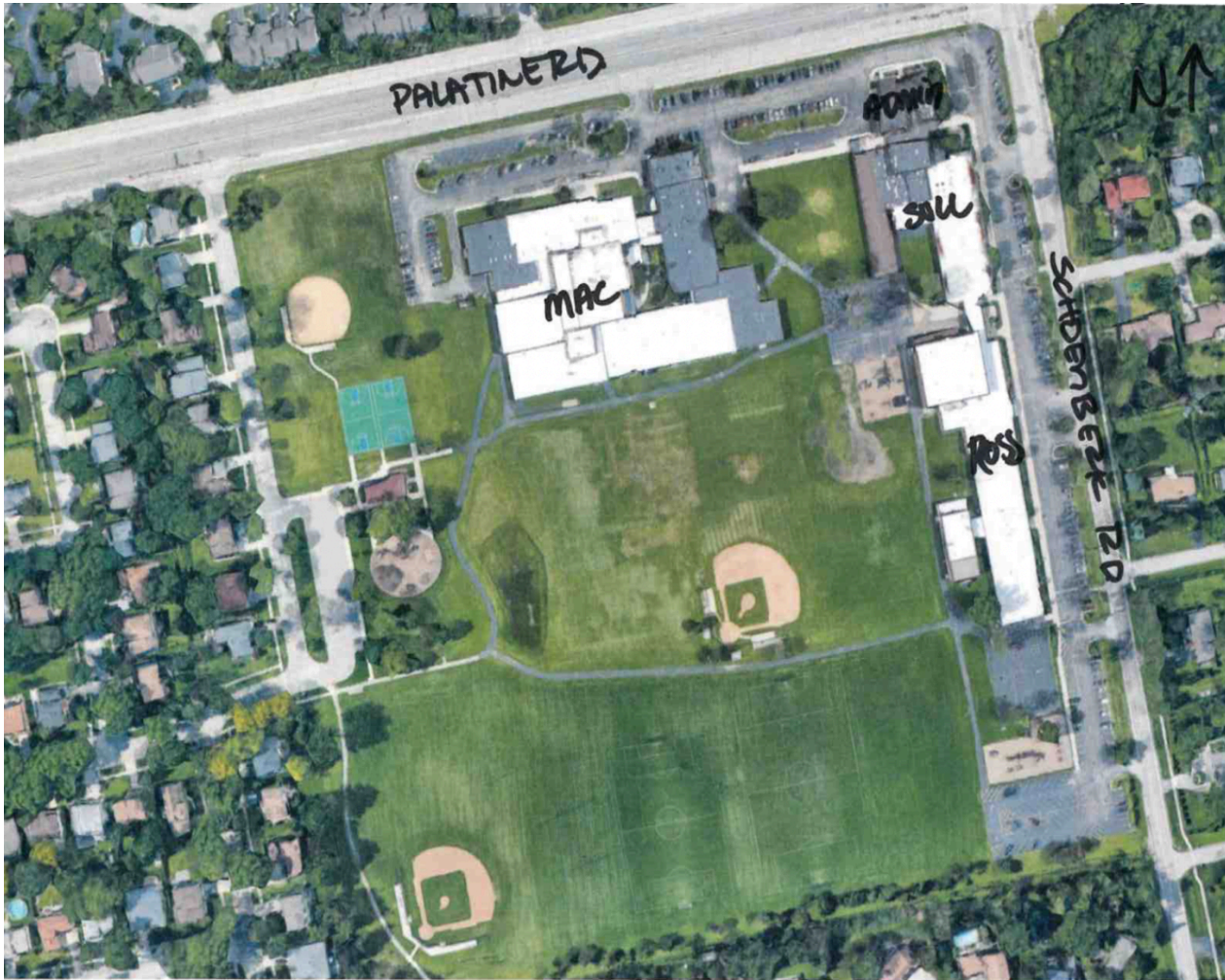
**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT LANDSCAPING SERVICES**  
**SPRING, 2027 & SCHOOL YEARS: 2027-30**  
**REFERENCE LISTING**

In order to determine the ability of the bidder to fulfill bid requirements, all bidders must furnish reference information as requested, please include the name, address, and contact information for four (4) current clients and include the type of services provided. Prior work experience with school district clients is preferred.

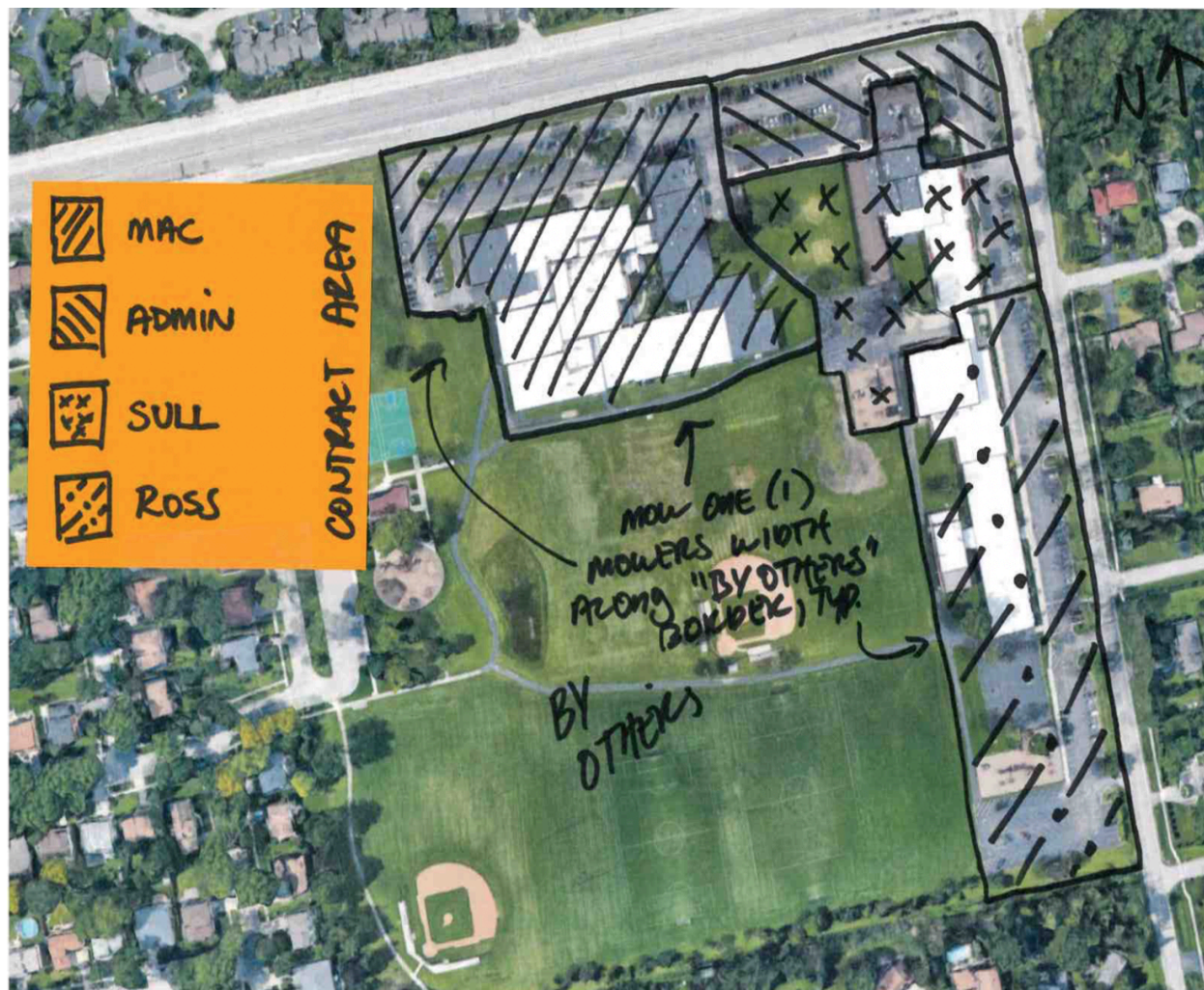
|                     |       |
|---------------------|-------|
| <b>Customer #1</b>  | _____ |
| Contact             | _____ |
| Phone Number        | _____ |
| Description of Work | _____ |
| Dates of Service    | _____ |
| <b>Customer #2</b>  | _____ |
| Contact             | _____ |
| Phone Number        | _____ |
| Description of Work | _____ |
| Dates of Service    | _____ |
| <b>Customer #3</b>  | _____ |
| Contact             | _____ |
| Phone Number        | _____ |
| Description of Work | _____ |
| Dates of Service    | _____ |
| <b>Customer #4</b>  | _____ |
| Contact             | _____ |
| Phone Number        | _____ |
| Description of Work | _____ |
| Dates of Service    | _____ |

**PROSPECT HEIGHTS SCHOOL DISTRICT 23  
DISTRICT LANDSCAPING SERVICES  
SPRING, 2027 & SCHOOL YEARS: 2027-30  
DISTRICT AERIAL VIEWS**

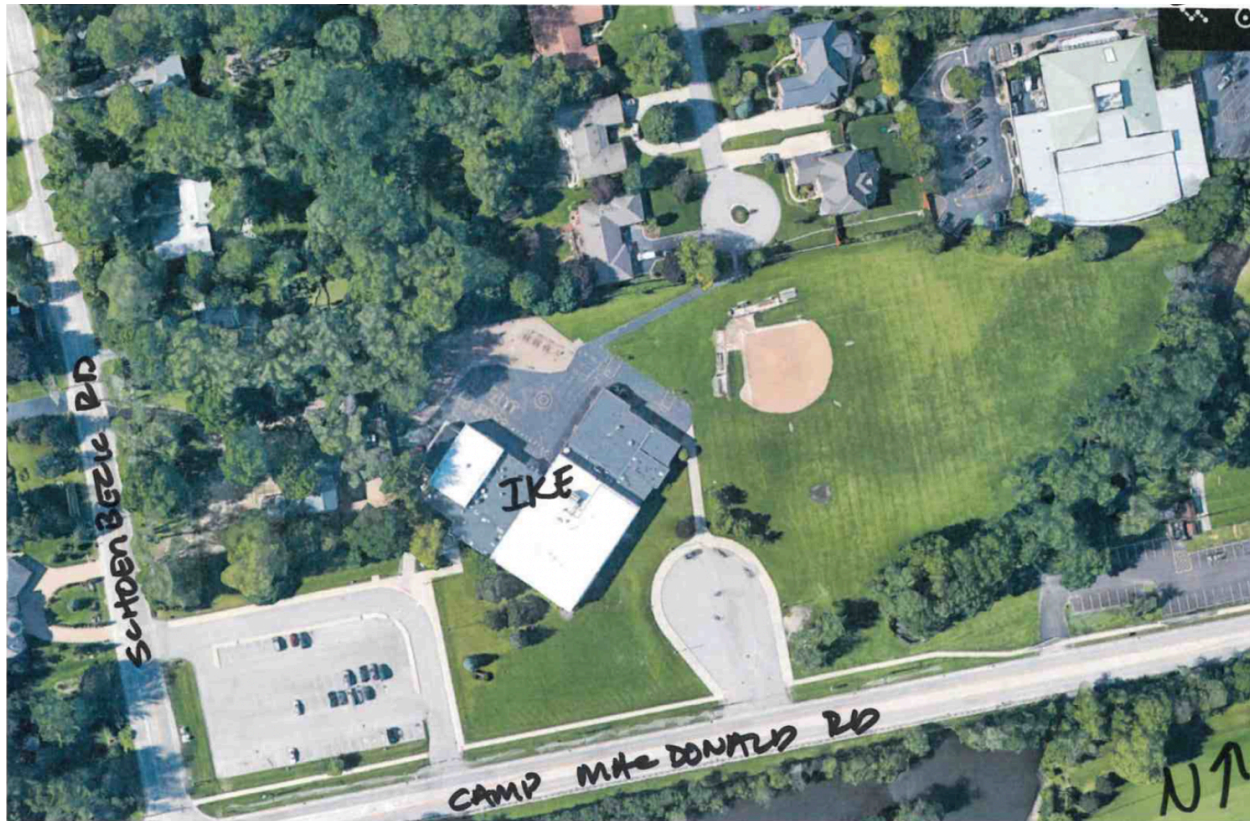
**MAIN CAMPUS**



## MAIN CAMPUS



EISENHOWER SCHOOL



EISENHOWER SCHOOL



**JOINT RECREATIONAL INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS  
SCHOOL DISTRICT NO. 23 AND  
THE PROSPECT HEIGHTS PARK DISTRICT**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter “**Agreement**”) is made this 8<sup>th</sup> day of October 2026, by and between the Board of Education of Prospect Heights School District No. 23, Cook County, Illinois, a body politic and corporate (“**School District**”) and the Prospect Heights Park District, Cook County, Illinois, a body politic and corporate (“**Park District**”). The Board and the Park District are hereinafter sometimes individually referred to as a “**Party**” and jointly as “**Parties**”.

**RECITALS**

**WHEREAS**, the Park District agrees to operate a before and after school recreational program, commonly known as "BASE – Before & After School Enrichment" ("Program"), at Eisenhower Elementary School, 1 North Schoenbeck Rd., on the terms and conditions hereinafter set forth; and

**WHEREAS**, the School District desires to provide the Park District a license for the defined space as detailed below in Paragraph 4.a for the purpose of operating the Park District's Program at the School; and

**WHEREAS**, students of the School District benefit from the administrative ease of having access to the Park District's programs directly at the School District's facilities; and

**WHEREAS**, to meet the needs of the respective communities of the Parties, the Parties desire to provide certain before and after school voluntary recreation programs to those pre-kindergarten through first grade students enrolled at Prospect Heights School District No. 23 (the “**Program**”); and

**WHEREAS**, the Park District has the authority pursuant to Section 8-18 of the *Park District Code* (70 ILCS 1205/8-18) to develop, operate, finance, and participate in joint recreational programs with contiguous school districts and to enter into joint agreement pertaining thereto; and

**WHEREAS**, the School District has the authority pursuant to Section 10-20 of the *School Code* (105 ILCS 5/10-20) to exercise all powers not inconsistent with those provided in the Illinois *School Code* that may be requisite or proper for the maintenance, operation and development of its schools; and

**WHEREAS**, it is requisite and proper for the School District to enter into this Agreement for the Park District’s operation of a recreation program to serve the pre-kindergarten through first grade students of Eisenhower School, Prospect Heights School District No. 23; and

**WHEREAS**, the Parties are further authorized to enter into this Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq*); and

**WHEREAS**, the Parties have determined<sup>57</sup> that it is in the best interests of their respective

communities to enter into this Agreement and provide the services hereunder.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, it is agreed by the Parties as set forth below.

## **1. Program.**

(a) *Name.* The Program operated hereunder shall be known as the BASE – Before & After School Enrichment Program (the “**Program**”).

(b) *Operation.* The Program shall be a Park District program that is solely operated by the Park District, in cooperation with the School District, for those pre-kindergarten through first grade students of Eisenhower Elementary School, Prospect Heights School District No. 23. The Program shall provide those students participating therein (the “**Program Participants**”) with such activities, physical exercise and recreation as is deemed necessary and appropriate by the Park District. The Program shall be operated at Eisenhower Elementary School. The Park District shall be responsible for all staffing and the operation of the Program. The School District shall provide the Park District with a reasonable amount of storage space at Eisenhower Elementary School where the Program is located for the Park District to house a reasonable amount of Program supplies and equipment.

(c) *Programs & Activities.* Programs and activities for the Program shall be developed by the Park District and shall be implemented by the Park District. Furthermore, the Park District shall be responsible for providing any accommodations to Program Participants in accordance with applicable law.

(d) *Eligibility.* Enrollment in the Program shall be open to all School District 23 students who are enrolled in the grades of pre-kindergarten through first grade and the Park District shall set the capacity limits based on the availability of adequate staffing. Additionally, if minimum enrollment numbers for the Program are not reached, then the Park District reserves the right to cancel that portion of the Program.

(e) *Fees.* A fee shall be charged to the parent(s) or guardian(s) of each Program Participant by the Park District, with such fees established by the Park District on an annual basis. The Park District shall collect the enrollment fees and deposit said fees into its respective Program Operating account.

(f) *Calendar.* The Program shall operate during the school year of Prospect Heights School District No. 23 and at such other times as deemed appropriate by the Parties. The calendar for the Program shall be mutually agreed upon by the Parties no later than February 1, or when the school calendar is finalized by the school district, of each year during the term of this Agreement. The Program will not operate when the school day has been adjusted by the School District due to weather or other emergency conditions including a late arrival, early dismissal, or remote school day.

(g) *Transportation.* Unless otherwise agreed to by the Parties in writing (*i.e.*, remote site transportation), neither Party shall be responsible for any transportation of students to, from or between Sites. Rather, the Program Participant’s parents or guardians shall be responsible for such transportation.

**2. Program Administration.** The Park District shall employ a Program Coordinator who will be the primary onsite supervisor of the program. The Program Coordinator shall be supervised by a full-time Park District administrator who shall be ultimately responsible for all aspects of its operations. The Park District shall be solely responsible for establishing and implementing program procedures, code of conduct, emergency forms, parent handbook, health/medication forms, and any other program-specific protocols.

**3. Finances.** The Park District shall be responsible for all costs, fees and expenses related to the operation of the Program, including, but not limited to, salaries, benefits, supplies, snacks or food for participants, and materials. Any expenses incurred by the School District related to the Program, including, but not limited to, additional maintenance staff expenses or supplies may be invoiced to the Park District and it shall reimburse the School District for such expenses within thirty days of receipt of such invoice.

#### **4. Employees & Staff.**

(a) *Employment.* The Park District shall be responsible for all hiring, firing, training, discipline, and evaluation of all Program staff. Moreover, The Park District, as the employer of Program staff, shall be responsible for all compensation, employment taxes, benefits, filings, and other responsibilities pertaining to the BASE – Before & After School Enrichment Program staff employees.

(b) *Criminal Background Checks.* Pursuant to the requirements of Section 10-21.9 of the Illinois *School Code* (105 ILCS 5/10-21.9), each employee of the Park District providing any services under or related to this Agreement at any Location, shall be subject to a fingerprint based criminal history background check as provided in Section 10-21.9. No person may provide any services at a Location without consenting to a fingerprint based criminal background history check. As required by Section 10-21.9, the School District, or its agent, shall perform the criminal history checks required hereunder, at the Park District's expense. No employee of the Park District that has been convicted of any prohibited office set forth in Section 10-21.9, Section 21B-80 of the Illinois *School Code* (105 ILCS 5/21B-80) or otherwise prohibited by law shall be permitted to provide any services hereunder at any Location. To the extent the Park District utilizes the services of volunteers, such volunteers shall not be permitted to be unsupervised with any student unless that volunteer has consented to a criminal background check and has complied with the criminal background requirements applicable hereunder to employees. Additionally, pursuant to the requirements of Section 8-23 of the Illinois *Park District Code* (70 ILCS 1205/8-23), each employee of the Park District providing any services under or related to this Agreement at any Location, shall be subject to a criminal history background check as provided in Section 8-23.

(c) *Fitness for Duty.* As required by Section 5/24-5 of the Illinois *School Code* (105 ILCS 5/24-5), the Park District shall provide to the School District upon demand, evidence its employees hereunder fitness to perform the duties assigned and freedom from communicable disease. Such evidence shall comply with Section 5/24-5. Moreover, the Park District represents and warrants that all employees of the Program have complied with the requirements of Section 5/24-5.

#### **5. Premises.**

(a) *License for Use of Property.* The Program shall be operated at Eisenhower Elementary School, or at such other Sites as may be approved by the Parties. The School District hereby grants to the Park District, to the extent necessary to operate the Program, nonexclusive temporary licenses for the term of this Agreement, or any extension thereof, during the dates and times set

forth on the calendar required under Section 1(f) to operate the Program. Such licenses shall include the right of ingress and egress for all Sites and the use of the facilities related to the Program such as bathrooms, parking spaces, and playgrounds.

(b) *Repairs and Restoration of Damage.* If during the term of this Agreement, any Location becomes in need of repair or restoration of damage as a result of the operation of the BASE – Before & After School Enrichment Program, reasonable wear and tear excepted, the Park District shall repair and restore, at its own cost and expense, any damage to a Location, or any other property, which replacement or restoration shall be of a like kind and quality, to the extent such damage is caused by, resulting from or related to the operation of the Program at such Location. Additionally, the School District may make such repairs as soon as is reasonably possible and the Park District shall reimburse the School District for the costs to make such repairs.

(c) *Improvements.* The Park District shall not perform any construction, alterations, modifications, or improvements to the Sites without prior written approval of the School District, which it will not unreasonably withhold from the Park District.

(d) *Maintenance & Utilities.* The School District shall be responsible for providing custodial services at the Sites, which includes cleaning and set up and take down of tables, chairs and similar school items; however, the Park District shall be responsible for maintaining such Sites in a safe condition and in compliance with all applicable laws, rules, ordinances, and requirements under this Agreement. Except for any expense incurred by the School District at a Location pertaining to the operation of the Program, which expense may be charged to the Park District (e.g., the custodial services at the Sites related to the operation of the Program as noted above), the School District shall be responsible for maintaining the buildings, grounds, and mechanical systems at the Sites, as well as snow removal and salting as necessary. The School District shall provide, at its expense, water, electrical, gas and waste removal.

(e) *Building Code and Operating Licenses.* The Park District acknowledges that it is accepting all Sites on an AS-IS condition without any representations or warranties from the School District, except as specifically provided in this Agreement. The Park District shall be responsible for ensuring all Sites where the Program is held comply with all applicable laws, rules, and regulations applicable to the operation of the Program and that the Program and all individuals associated with the Program comply with all applicable licensing and certification requirements.

**6. School District Obligations.** In addition to any other obligation of the School District as specifically set forth in this Agreement, the School District shall: (i) notify the Park District of emergency school cancellations or schedule adjustments; (ii) notify the Park District of any Program Participant absences of which it is aware; (iii) promote and market the Program to its families as permitted by School District policy, including but not limited to, posting information and distributing registrations materials regarding the Program on the School District's website; (iv) secure adequate space and storage for the Program; (v) assisting the Park District in any conflict resolution relating to Program Participants; (vi) provide the Park District with keys and/or keycards for access to the Sites; (vii) provide the Park District with the password to access the School District public Wifi account during program hours; and (viii) assist the Park District in setting up an account to order snacks or food from approved School District vendor.

**7. Park District Obligations.** In addition to the other obligation of the Park District set forth in this Agreement, the Park District shall: (i) be responsible for Program registration; (ii) billings and fee collections; (iii) dispute resolution related to the Program; (iv) general administrative functions related to the operation of the Program; and (v) providing an afternoon snack to the Program

## Participants.

**8. Supervision.** The Park District shall be responsible for the implementation of the Program at the Site and the supervision and safety of all its respective employees, Program Participants, or any invitees and licensees at the Site. During the Before Care program, supervision begins when participants are signed in to the program and ends when students are released to School District staff. For the After Care program, supervision begins when participants are signed in to program and ends when parents/guardians sign the participants out of the program.

**9. Insurance.** Each Party shall maintain in full force and effect during the term of this Agreement, or any extension thereof, the follow types and minimum amounts of insurance: (i) Commercial General Liability Insurance with coverage or coverage by a Self Insurance pool "Risk Management Association" (such as the Park District Risk Management Association or the Metropolitan Risk Management Association) in the amount of at least Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, which insurance shall include coverage for sexual abuse and molestation; (ii) Excess or Umbrella Insurance in the amount of at least Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, which insurance shall follow the form of the underlying insurance in all respects; (iii) Workers Compensation Insurance in the amounts required by law, with Employer's Liability Insurance in the amount of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease; (iv) Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage, on all vehicles owned by each Party or operated for purposes of the Program.

All insurance required hereunder, except for the Worker's Compensation Insurance, shall name the other Party, its individual Board members, employees, agents and volunteers as additional insureds thereon on a primary and non-contributory basis.

Prior to the commencement of the term of this Agreement or any extensions thereof, and upon request by any Party, the Party shall provide to the other Party a Certificate of Insurance, or a copy of all insurance policies and endorsements thereto, evidencing proof of all insurance required hereunder. To the fullest extent permitted by the applicable insurance policy, each Party waives any right of subrogation its insurer may have against the other Party and its indemnitees under this Agreement. The Park District shall add an alternate employer's endorsement to its Worker's Compensation Insurance in favor of the School District.

**10. Indemnification from Suit.** To the fullest extent permitted by law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, its individual Board members, employees, agents and volunteers, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorneys' fees, which the other Party and its indemnitees under this Agreement may become obligated by reason of any negligent act or omission of the other Party, arising indirectly or directly in connection with or under, or as relating to the operation of the Program or any breach of this Agreement. Notwithstanding the above, each Party retains to the right to raise and assert any and all defenses, statutory and or common law, to any claim or action, including but not limited to any defense contained within the *Illinois Governmental and Governmental Employees Tort Immunity Act* (745 ILCS S10/1-101, *et seq.*).

**11. Term of Agreement.** The initial term of the Agreement shall commence on the date of the last Party's signature hereto and end on \_\_\_\_\_ 61. Thereafter, the Agreement shall be deemed automatically renewed for five successive one-year periods unless the Parties otherwise mutually

agree to terminate the Agreement at an earlier date. However, any Party hereto may terminate this Agreement effective as of any June 30 by delivering notice thereof to the other Parties no later than six months prior to the effective date of termination.

**12. Amendments.** No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

**13. Default.** In the event that any Party to this Agreement fails to perform any of the material terms and conditions contained herein, said Party shall be considered to be in default of this Agreement. Upon written notification from the non-breaching party, the breaching party shall have fourteen (14) days from the receipt of said notice to remedy the default or to commence activities to remedy the default if the default cannot reasonably be remedied within the fourteen (14) day period. Should the defaulting Party fail to remedy the default or take action to remedy the default within the fourteen (14) day period, in addition to all other remedies available in law and equity, said Party's rights and obligations under this Agreement may be terminated and said Party shall immediately cease operations of the Program and wind-up its affairs. Each defaulting Party shall be responsible for all costs, fees and expenses, including reasonable attorneys' fees, incurred by any other Party associated with such default and the enforcement of the terms of this Agreement.

**14. Compliance with Laws.** Each Party shall comply with all applicable laws, rules and ordinances including, but not limited to: local, state and federal tax laws; state and federal non discrimination laws applicable to employees, participants, invitees and licensees; workers' compensation laws; state and federal wage and hour laws and any license requirements. Each Party specifically agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Each Party further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder to the extent applicable.

**15. Governing Law.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

**16. Successors and Assigns.** This Agreement shall be binding upon, apply and insure to the benefit of each Party and their respective legal representatives, successors and assigns.

**17. Complete Understanding.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof, and there are no agreements or conditions, either oral or written, expressed or implied, between them other than as herein set forth.

**18. Waiver.** No waiver of any default of any Party hereunder shall be implied from an omission of any Party to take any action on account of such default and no express waiver shall affect any default other than the default specified in that express waiver and then only for the time and to the extent therein stated.

**19. Notices.** Any notice required to be provided hereunder shall be in writing and shall be sent, *via* overnight delivery by a nationally recognized delivery service with proof of service or by personal service, to the addresses set forth below:

**The Park District:**

Prospect Heights Park District  
110 W. Camp McDonald Road  
Prospect Heights, Illinois 60070  
Attn: Executive Director

**The School District:**

Prospect Heights School District No. 23  
700 N. Schoenbeck Road  
Prospect Heights, Illinois 60070  
Attn: Superintendent

All notices provided shall be deemed to have been received upon deposit with the overnight carrier or upon personal delivery.

**20. Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

**21. Headings:** The headings used in this Agreement are for the convenience of the Parties only and shall not affect the interpretation thereof.

**22. Intergovernmental Cooperation Act.** This Agreement shall be interpreted in accordance with the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) so that each Party hereto may exercise and enjoy the power and authority of any other Party hereto to fully perform the services provided under this Agreement.

**23. Severability.** If there is any term or provision of this Agreement, or the application thereof is prohibited by law, which shall be prohibited by law or invalid under applicable law, such provision shall be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or this Agreement.

**24. No Third-Party Beneficiary.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

**25. Execution.** This Agreement may be executed in multiple counterparts and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if the parties had signed a single document. The Parties agree to accept copies of this Agreement as if originals.

**26. Termination of Original Agreement.** By entering into this Agreement, the Parties mutually agree that any previous agreement related to the BASE – Before & After School Enrichment Program is hereby terminated and replaced with this Agreement.

**27. Termination of BASE – Before & After School Enrichment Program.** In the event that the Program is terminated, the Park District shall pay all outstanding obligations incurred by the Program and it shall be entitled to retain any remaining funds as permitted by Park District policy and applicable law.

**IN WITNESS WHEREOF,** each party hereto has caused this Agreement to be executed by a duly authorized individual.

**PROSPECT HEIGHTS SCHOOL DISTRICT 23:**

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**Board of Education  
Prospect Heights School District 23**

**Its:** \_\_\_\_\_

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

**PROSPECT HEIGHTS PARK DISTRICT**

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**Board of Commissioners  
Prospect Heights Park District**

**Its:** \_\_\_\_\_

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

# **WARNING**

## **UNAUTHORIZED VEHICLES WILL BE TOWED AT OWNER'S EXPENSE BY**

**GENE'S VILLAGE TOWING**

**1280 PETERSON DRIVE  
WHEELING, IL 60090**

**847-537-9693**

3,001 lbs GVWR THROUGH 26,000 lbs - \$500.00  
26,001 lbs GVWR and OVER - \$650.00  
STORAGE - \$150 PER DAY

**\$250.00  
CASH  
DEBIT  
AUTOS ONLY**

**\$50.00  
Per Day  
Storage**