



***CITY OF HIGHWOOD
HIGHWOOD, IL 60040***

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

SNOW AND ICE REMOVAL

2009/2010

Bid deposit: \$1,000.00

Performance bond: Required

Bid opening – Date/time/location: June 30, 2009 at 3:00 p.m.

**City of Highwood
17 Highwood Avenue
Highwood, IL 60040**

PUBLIC NOTICE

**NOTICE OF REQUEST FOR BIDS
CITY OF HIGHWOOD, ILLINOIS
SNOW AND ICE REMOVAL**

Notice is hereby given that the City of Highwood is seeking bids for Snow and Ice Removal, in accordance with specifications currently on file and which may be picked up at Highwood's City Hall, located at 17 Highwood Avenue., Highwood, Illinois 60040 between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday. Bid Specifications are also available at www.cityofhighwood.org.

Completed bids are due at the Highwood City Hall no later than 3:00 p.m., local time, on Tuesday, June 30, 2009, at which time said bids will be opened and publicly read aloud. The City of Highwood reserves the right to reject any or all bids, to waive technicalities or to accept any bid which, in its judgment, will be in the best interest of the public. Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bids may be withdrawn after the bid opening. Only bids responsive to the specifications will be considered. Please direct all questions to Anne Marrin, Assistant City Manager or Gregory Jackson, City Manager, at (847) 432-1924.

INSTRUCTION TO BIDDERS

1. General information. The bidder must submit a proposal on the forms furnished by the City of Highwood. All blank spaces on the proposal form must be filled in if applicable. Authorized signatures are as follows:

- Individuals - the individual.
- Partnerships - a general partner or a duly authorized officer. In addition, the name of the partnership, the state of registration and the address of its principal place of business shall be included.
- Corporations - President or other authorized officer and attested to by the Secretary or Assistant Secretary of the corporation. In addition, the name of the corporation, the state of incorporation and the address of its principal place of business shall be included. A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the bid to sign the bid shall be included.

The proposal is contained in these documents and must remain attached hereto when submitted. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. The following documents shall be completed, executed and notarized at the time of submission of a bid:

- Contractor's Certification – Bid Proposal – See page 22
- Bid Form – See pages 23-28

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

BIDDER'S NAME, ADDRESS, DESIGNATED DATE AND HOUR OF BID OPENING, AND "SNOW AND ICE REMOVAL BID.

Bids may not be modified after submittal. Bids may be withdrawn by written request at any time before the hour set for the bid opening. No bids may be withdrawn after the bid opening.

2. Bid deposit. A bid deposit of \$1,000.00 shall accompany the bid. Bid deposits shall be in the form of a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Highwood.

The bid deposit of all except the three (3) lowest bidders on each contract will be returned within ten (10) calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted bidder, after the contract is awarded. The bid deposit of the accepted bidder will be returned after acceptance by the City of Highwood of a satisfactory performance bond.

3. Basis of award. The City reserves the right to accept or reject any and all bids and to waive technicalities.

4. Acceptance of bid. The City shall make its determination with respect to bids within ten (10) days from the date of opening of bids. Should the City fail to act within such time, all bids shall be rendered null and void.

5. Security for performance. The successful bidder shall, within ten (10) calendar days after acceptance of the bid by the City, furnish a performance bond in the full amount of the contract, in a form acceptable to the City.

In the event that the bidder fails to furnish the performance bond within ten (10) calendar days after acceptance of the bid by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty, it being agreed by the bidder that said sum is a fair estimation of the amount of damages that said City will sustain due to the bidder's failure to furnish said bond.

6. Subletting or assignment of contract or contract funds. No contract awarded by the City of Highwood shall be assigned, in whole or in part, or any part or the same sub-contracted without the written consent of the City Manager. In no case shall such consent relieve the bidder from his obligations or change the term of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the bidder. Prior to commencing any work, subcontractors must place on file with the City a certificate of insurance as outlined in paragraph 14 herein.

The bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the City Manager having first been obtained.

7. Competency of bidder. No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Highwood upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the City.

8. Compliance with OSHA standards, the Americans with Disabilities Act, City ordinances and state and federal laws. The equipment used by the successful bidder must comply with all requirements and standards specified by the Occupational Safety and Health Act.

The successful bidder will strictly comply with all ordinances of the City of Highwood, the laws of the State of Illinois and the United States of America, including, without limitation, the Americans with Disabilities Act.

9. Material inspection and responsibility. The City shall have the right to inspect any material to be used in carrying out the contract. The City does not assume any responsibility for the availability of any materials and equipment required under the contract.

10. Toxic substances. The successful bidder shall notify the City of, and provide material safety data sheets for all substances used or supplied in connection with the contract, which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or complete work not complying therewith, may be rejected by the City and shall be replaced by the successful bidder at no cost to the City. Any materials or components rejected shall be removed within a reasonable time from the premises of the City at the expense of the successful bidder.

11. Price reductions. If at any time after a contract is awarded the successful bidder makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a “general price reduction” shall mean any horizontal reduction in the price of an article or service offered (1) to the successful bidder’s customers generally, or (2) in the successful bidder’s price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on the contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a “general price reduction” under this provision. The successful bidder shall invoice the City at such reduced prices indicating on the invoice that the reduction is pursuant to the “price reduction” provision of the contract. The successful bidder, in addition, shall within ten (10) days of any general price reduction; notify the City Manager of such reduction by letter. Failure to do so may result in termination of the contract.

12. Termination of contract.

- A. The City may, by written notice of default to the successful bidder, terminate the whole or part of the contract in any one of the following circumstances:
 - 1. If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the City (and any charges for contract changes mutually agreed to by the City and the successful bidder);
 - 2. If the successful bidder fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the City Manager may direct in writing;
 - 3. If it is determined that the successful bidder knowingly falsified information provided to the City;
 - 4. If it is determined that the successful bidder offered gifts or gratuities to a City officer, employee, or agent, whether in their official capacity or not;

5. Any order is entered in any proceeding against the successful bidder decreeing the dissolution of the bidder and such order remains in effect for sixty (60) days; or,
 6. The successful bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful bidder, or commence any proceedings relating to the successful bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful bidder, and the successful bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.
- B. In the event the City terminates the contract in whole or in part as provided in Paragraph (A) of this clause, the City may procure, upon such terms in such manner as the City Manager may deem appropriate, supplies or services similar to those so terminated, and the successful bidder shall be liable to the City for any excess costs for such similar supplies or services, provided that the bidder shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

13. Equal employment opportunity. In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.

- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.
- E. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- F. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- H. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

14. Insurance specifications. The successful bidder shall not commence work under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the City.

The successful bidder shall maintain limits no less than:

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

1. Comprehensive Form
2. Premises - Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Insurance - With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications
7. Broad Form Property Damage - construction projects only.
8. Independent contractors
9. Personal Injury

COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE
\$1,000,000

GENERAL AGGREGATE
\$2,000,000

BUSINESS AUTOMOBILE LIABILITY OWNED, NON-OWNED, OR RENTED

COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE
\$1,000,000

WORKER'S COMPENSATION AND OCCUPATIONAL DISEASES

AS REQUIRED BY APPLICABLE LAWS

EMPLOYER'S LIABILITY PER OCCURRENCE

\$1,000,000

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (ED. 11/85) with the City named as additional insured; (2) if requested, Owners and Contractors Protective Liability policy with the City named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

In the event of accidents of any kind, the successful bidder shall notify the City immediately and furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

CITY OF HIGHWOOD (the "City")
17 Highwood Avenue
Highwood, Illinois 60040

A. POLICY INFORMATION.

1. Insurance Company
2. Policy Number
3. Policy Term (From) _____ (To) _____
4. Endorsement Effective Date
5. Named Insured
6. Address of Named Insured
7. Limit of Liability Any One Occurrence/
Aggregate \$ _____
8. Deductible or Self-Insured Retention (Nil unless
otherwise specified:) \$ _____

B. VERIFICATION OF COVERAGE.

The successful bidder shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The City reserves the right to request full certified copies of the insurance policies and endorsements.

C. POLICY AMENDMENTS.

Each policy shall contain, or be endorsed to contain, the following provisions:

1. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The City, its officials, agents, employees, and volunteers are to be included as insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful bidder, (b) products and completed operations of the successful bidder, (c) premises owned, leased or used by the successful bidder, and (d) automobiles owned, leased, hired or borrowed by the successful bidder. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.

2. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the City, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Bidder's limit of liability.

4. SUBCONTRACTORS.
(ALL COVERAGES)

The successful bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Section.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.
(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.

6. CANCELLATION NOTICE.
(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of the endorsement.

7. INDEMNITY/HOLD HARMLESS PROVISIONS.
(ALL COVERAGES)

The insurance afforded by the policy shall include the "Indemnity/Hold Harmless" provisions set forth below.

8. SUBROGATION.
(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the City.

9. ACCEPTABILITY OF INSURERS.
(ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.

10. ASSUMPTION OF LIABILITY.
(ALL COVERAGES)

The successful bidder assumes liability for all injury to or death of any person or persons including employees of the successful bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in anyway arising out of any work performed pursuant to the contract.

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, _____

(print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of: _____

Authorized Representative (Original signature required on endorsement furnished to the City).

ORGANIZATION:

ADDRESS:

TITLE:

TELEPHONE: () _____

INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful bidder hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its officials, agents, employees, and volunteers, and the successful bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents, employees, and volunteers, in any such action, the successful bidder shall, at its own expense, satisfy and discharge same.

The successful bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its officials, agents, employees, and volunteers, as herein provided.

The successful bidder further agrees that to the extent that money is due the successful bidder by virtue of the contract, an amount of said money, as shall be considered necessary in the judgment of the City, may be retained by the City to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the City.

15. Additional work.

The City reserves the right to order additional work during the course of the contract. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the City has approved the charges.

16. Protection of existing facilities.

Existing facilities, including grounds, structures, landscaping and so forth, shall be protected by the bidder. Any damage to existing facilities shall be reported to the City and shall be repaired promptly by the bidder when ordered to do so by the City. All repairs of damage to existing facilities shall be made to the satisfaction of the City. Failure to repair damage shall be just cause for withholding payment for work which becomes due.

17. Examination of site.

Bidders shall carefully examine the sites and become familiar with the conditions under which he will have to execute the work required under the contract. Failure to do so will in no way relieve the bidder of his responsibility under the contract.

II. SCOPE OF THE WORK.

The Contractor will perform all work associated with the project that is required for successful snow removal and salting of approximately 30 miles of City Roads and Municipal Parking Lots.

The City Roads and Municipal Parking Lots includes the following:

Street Name	From	To
EAST – WEST STREETS		
Michigan Avenue	Western Avenue	Lakeview Avenue
Sard Place	Central Avenue	High Street
Summit Avenue	High Street	Burtis
Prairie Avenue	Western Avenue	Green Bay Road
Oakridge Avenue	Central Avenue	High Street
Mears Place	Everts Place	Green Bay Road
Highwood Avenue	Western Avenue	Lakeview Avenue
Walker Avenue	Waukegan Road	Lakeview Avenue
North Avenue	Western Avenue	Green Bay Road
Llewellyn Avenue	North Central Avenue	High Street
Webster Avenue	Sheridan Road	Lakeview Avenue
Clay Avenue	Sheridan Road	Lakeview Avenue
Burchell Avenue	Western Avenue	Green Bay Road
First Avenue	Sheridan Road	Military Reserve Center Gate
Sheridan Avenue	North Central Avenue	Green Bay Road
Washington Avenue	Western Avenue	Green Bay Road
Ashland Avenue	Western Avenue	Green Bay Road
Euclid Avenue	Western Avenue	Green Bay Road
Euclid Court	Euclid Avenue	Cul de Sac
NORTH – SOUTH STREETS		
Western Avenue	Euclid Avenue	Dead End South
Central Avenue	Highwood Avenue	Dead End South
Pleasant Place	Prairie Avenue	Dead End South
High Street	Highwood Avenue	Dead End South
Wrendale	Summit Avenue	Burtis
Maple Avenue	Michigan Avenue	Wrendale
Oak Avenue	Michigan Avenue	Burtis
Elm Avenue	Michigan Avenue	Burtis
Evolution Avenue	Prairie Avenue	Highwood Avenue
Jeffrey	Prairie Avenue	Highwood Avenue
Everts Place	Prairie Avenue	Highwood Avenue
Morgan Place	Prairie Avenue	Mears Place
Jocelyn Place	Western Avenue	North Avenue
Grove Street	Highwood Avenue	North Avenue
Oak Terrace	Highwood Avenue	North Avenue
Palmer Avenue	Highwood Avenue	North Avenue
North Central Avenue	North Avenue	Washington Avenue
TOWN OF FORT SHEIRDAN SUBDIVISION		

Please note that the streets have been divided into six (3) different areas. In order to ensure adequate service throughout the City, it is suggested that a minimum of one (1) truck with one (1) truck back-up (separate from other areas within or outside the City until the area within the City is completed) be assigned to each area. A detailed snow removal route and back-up plan is requested each area. In addition, it is suggested that a minimum of one (1) supervisor (separate from the trucks plowing) be assigned for oversight of all routes within the City.

It is strongly suggested that each Contractor personally tour the City Roads and Municipal Parking Lots prior to submitting the proposal. The City will furnish the street maps to the Contractor for use in performing the work under this proposal.

III. INFORMATION REQUESTED FROM THE PROPOSER.

- A. Title Page - List name of the contractor; address, telephone number and contact person. If several subcontractors comprise a snow/ice removal team, identify the prime contractor as well as all other contractors participating in the team.
- B. Table of Contents - List all materials included in proposal with page number.
- C. Letter of Transmittal - Proposers may use this section to present any information that they consider essential to the proposal.
- D. Profile of the Proposing Contractor - Provide a description of the contractor's practice at the proposing office (or the practice of each subcontractor comprising a snow/ice removal team) to include at least the following detail:
 - 1. List of current clients, including municipalities.
 - 2. Describe prior snow plowing/road salting experience.
 - 3. Provide an overview of the contractors' experience.
 - 4. Describe supervision and review procedures within your firm.
- E. Service of the Proposer - Provide the following information for the servicing office. Provide the number of your professional snow plowing/salting staff by employee classification (including what equipment each such employee is licensed to operate) and snow plowing and salting equipment as follows:

<u>Employee Classification & Equipment</u>	<u>Total Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IV. CONFERENCES AND SCHEDULE OF SERVICES.

A. GENERAL:

1. Prior to commencement of the winter season, but no later than mid-October, the contractor will be required to meet with the Superintendent of Public Works for a conference at which time we will agree upon the prioritization of plowing routes.
2. Constant personal communication by means of cellular phone shall be available to the City during snow emergencies in excess of 2 inches accumulation or ice storms. Contractor's personnel assigned to the City will be thoroughly familiar with the City and knowledgeable as to the location of fire hydrants, landscape islands, etc.
3. Contract shall submit sufficiently detailed invoicing within 24 hours of service as a condition of the Agreement.
4. The proposer shall make every effort to avoid conflicts of interest or the appearance of a conflict of interest. The proposer shall make full disclosure of any existing or potential conflict of interest that may or could exist between itself, its current clients and the City of Highwood or any of its elected or appointed officials. This includes any future conflicts that may develop during the term of this contract.

B. SNOWPLOWING:

1. Snowplowing shall commence within thirty (30) minutes following notification by the City and without further notification when 2 inches of snowfall accumulates.

2. Snow will be plowed from all roadway and parking areas with primary emphasis placed on "Primary Routes" agreed upon following selection of the contractor.
3. During persistent snowfalls or period of blowing or normal snow clearing operations, no more than 2 inches of snow shall be allowed to accumulate on the Primary Routes at any given time.
4. Special snow handling equipment (i.e., end loaders, bobcats, tractors) requiring special charges above and beyond contractor's normal snow plowing rates shall be utilized only with the City's prior authorization.
5. All roadway and parking area plowing will be completed within 4 hours of the end of the snowfall; in addition, plowing is expected to be completed by 6:00 a.m. on any weekday.
6. Fire hydrants, shutoff valves, extruding curb points or similar obstacles may or may not be flagged by the City at the City's sole discretion. Any damage to such items shall be repaired or replaced by the City at the Contractor's expense.
6. Any damage to residential property (fences, landscaping, etc.) shall be repaired or replaced by the Contractor at the Contractor's expense within 24 hours of being damaged.
7. Contractor is to clear and maintain all City Roads and Municipal Parking Lots as free as possible from snow and ice.

C. SALTING, SALT/SAND MIX AND/OR CHEMICALS:

1. The City of Highwood desires to limit the use of rock salt and prefers the use of alternatives when practical. Identify rock salt alternatives (sand, salt/sand mix, saline pre-mix, etc.) your company has previously implemented, your experience and how these measures would be implemented in the City of Highwood.
2. The City shall purchase rock salt through the State of Illinois Purchase Program, if available. Identify alternative rock salt providers and the cost per ton from last season.
3. Contractor shall be given access to the City's salt storage area. The Contractor shall provide the City a detailed monthly inventory of the City's salt utilized.
4. Contractor shall request additional rock salt from the City a minimum of three (3) weekdays prior to the proposed date for delivery.
5. Contractor shall apply rock salt, salt/sand mix or chemical at all collector roadways and intersections when plowing or salting as warranted and throughout the local as directed by the City.

6. Contractor shall apply rock salt, salt/sand mix and/or chemicals on all icy areas on roadways, driveways, entries and exits with particular emphasis on intersections, but only as prioritized by the City.
7. During the existence of chronic ice, Contractor shall implement an ongoing program for applying rock salt, salt/sand mix and/or chemicals to assure maximum safety.

V. EVALUATION OF THE PROPOSER.

The evaluation of contractor proposals requires more than a comparison of service fees. It is the intention of the City of Highwood to evaluate the following criteria of each proposing firm:

1. Maximum fee proposed for proposals.
2. Responsiveness of the written proposal to the purpose and scope of the project.
3. The firm's size, make-up, experience, and capability to serve the City promptly and efficiently.
4. Adequate general liability (\$2 million minimum)/automotive (\$1 million minimum)/worker's comp insurance (minimum statutory amounts) naming the City of Highwood as an additional insured.

Please provide not to exceed service fees, including expenses, and the hourly rates of the professional staff as requested in the following pages. The successful proposer will be required to provide itemized hours and billing rate on all invoices.

VI. OTHER INFORMATION.

- A. Proposals will be initially reviewed by the City of Highwood staff for preparation of the appropriate documentation to be distributed to the Mayor and City Council with recommendations. Following a preliminary evaluation of the recommendations, one or more of the contractors will be required to attend an interview that will be a material consideration in the selection process.

Following the interview, a final recommendation will be submitted to the Mayor and City Council, and the successful firm shall be notified in writing by the City Manager and will be required to execute a written contract and deliver other required submittals within 15 business days of such notification.

- B. The successful proposer shall, within fifteen (15) calendar days after acceptance of the proposal by the City, furnish a performance bond in the full amount of the contract, in a form acceptable to the City. In the event that the proposer fails to furnish the performance bond with fifteen (15) calendar days after acceptance of the proposal by the City, then the proposal deposit of the proposer shall be retained by the City as liquidated damages and not as a penalty, it being agreed by the proposer that

said sum is a fair estimation of the amount of damages that said City will sustain due to the proposer's failure to furnish said bond.

- C. No contract awarded by the City of Highwood shall be assigned, in whole or in part, or any part or the same sub-contracted without the written consent of the City Manager. In no case shall such consent relieve the proposer from his obligations or change the term of the contract. Any and all subcontractors shall be bound by contract to the same terms as the proposer. Prior to commencing any work, subcontractors must place on file with the City a certificate of insurance as outlined. The proposer shall not transfer or assign any contract funds or claims due or to become due without the written approval of the City Manager having first been obtained.
- D. The equipment used by the successful proposer must comply with all requirements and standards specified by the Occupational Safety and Health Act. The successful proposer will strictly comply with all ordinances of the City of Highwood, the laws of the State of Illinois and the United States of America, including, without limitation, the Americans with Disabilities Act.
- E. The City shall have the right to inspect any material to be used in carrying out the contract. The City does not assume any responsibility for the availability of any materials and equipment required under the contract.
- F. The successful bidder shall notify the City of, and provide material safety data sheets for all substances used or supplied in connection with the contract, which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Materials, components, or complete work not complying therewith, may be rejected by the City and shall be replaced by the successful proposer at no cost to the City. Any materials or components rejected shall be removed within a reasonable time from the premises of the City at the expense of the successful proposer.
- G. In the event the City terminates the contract in whole or in part as provided the City may procure, upon such terms in such manner as the City Manager may deem appropriate, supplies or services similar to those so terminated, and the successful proposer shall be liable to the City for any excess costs for such similar supplies or services, provided that the proposer shall continue the performance of the contract to the extent not terminated under the provisions of this clause.
- H. In the event of accidents of any kind, the successful proposer shall notify the City immediately and furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- I. To the fullest extent permitted by law, the successful proposer hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials, agents, employees, and volunteers; arising in whole or in part or in

consequence of the performance of the work by the successful proposer, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its officials, agents, employees, and volunteers, and the successful proposer shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents, employees, and volunteers, in any such action, the successful proposer shall, at its own expense, satisfy and discharge same.

The successful proposer expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful proposer, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its officials, agents, employees, and volunteers, as herein provided.

The successful proposer further agrees that to the extent that money is due the successful proposer by virtue of the contract, an amount of said money, as shall be considered necessary in the judgment of the City, may be retained by the City to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the City.

- J. The City of Highwood reserves the right to cancel the contract upon giving the firm thirty (30) days written notice.
- K. The City Roads and Municipal Parking Lots plowing/salting services described constitutes the scope of services to be provided by the contractor. However, the agreement will not be an exclusive one. The City of Highwood reserves the right to assign similar work to other parties if the City of Highwood so desires.

CONTRACTOR'S CERTIFICATION – BID PROPOSAL

_____, as part of its bid on a contract for
(Name of Contractor)
Snow and Ice Removal to the City of Highwood, Illinois hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33-3 or 5/33 E-4.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

this _____ day of _____, 2009

My commission expires: _____

Notary Public

BID FORM – SNOW AND ICE REMOVAL

BID TO: City of Highwood
17 Highwood Avenue
Highwood, IL 60040

DATE: _____, 2009

BID FROM: _____
Name

Address, Town, Zip Code

THE UNDERSIGNED

1. Acknowledges receipt of Addenda:

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

2. Agrees:

A. That this bid shall be good and may not be withdrawn after the scheduled closing time for receiving bids.

B. To accept the provision of the Instructions to Bidders regarding disposition of bid deposit.

C. To enter into and execute a contract with the City of Highwood if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all Bonds and Insurance required by the Bidding Document.

2. Accomplish the work in accordance with the Contract.

3. Complete the work within the Contract Time herein specified.

3. Contract Time: The successful bidder shall complete all the work required by the contract.

4. The City of Highwood reserves the right to reject any and all bids for any reason and to reject the bid of any person or firms who, in its opinion, have not had sufficient experience in the type of work on which they are bidding, or who is not provided with the necessary capital, materials, machinery and personnel, including supervisory personnel to execute the work to be contracted.

BASE BID – SNOW AND ICE REMOVAL

LUMP SUM – Base Bid: Shall include all labor, materials and equipment required to perform all work outlined in the contract documents and specifications. Item description corresponds with the Location Map included in these contract documents.

	ITEM DESCRIPTION	AMOUNT
1.	East West Streets	\$ _____
2.	North South Streets	\$ _____
3.	Town of Fort Sheridan Subdivision	\$ _____
4.	City Hall Parking Lot	\$ _____
5.	Downtown Metra Train Station	\$ _____
6.	Fort Sheridan Metra Train Station	\$ _____
7.	Recreation Center Parking Lot	\$ _____
8.	Walker Avenue Parking Lot	\$ _____
9.	Water Treatment Plant	\$ _____

TOTAL BASE BID – 2009/10 Snow and Ice Removal

The sum of _____ (\$ _____) Dollars.

ALTERNATE BIDS – SNOW AND ICE REMOVAL

In the event that work shown or specified under any of the various Alternatives is accepted and incorporated into the contract, add to the Base Bid the sum of:

<u>ITEM</u>	<u>AMOUNT</u>
A. Snow and Ice Removal Bid for the 2009/10 Season (To be exercised at the option of the City of Highwood)	\$ _____
B. Snow and Ice Removal Bid for the 2010/11 Season (To be exercised at the option of the City of Highwood)	\$ _____

RESPECTFULLY SUBMITTED, signed and sealed this _____ day of _____, 2009

Name of Bidder: _____

Address: _____

Telephone No. _____

State of registration or incorporation (if applicable): _____

Signature: _____

Title: _____

Corporations must attach a certified copy of a resolution evidencing the authority of the person signing this bid to do so.

SUBSCRIBED AND SWORN BEFORE ME
this _____ day of _____, 2009

-OR-

(IF A CORPORATION):

(SEAL)

Notary Public
MY COMMISSION EXPIRES:

ATTEST:

Secretary

CONTRACT

- 1. This agreement, made and entered into this ____ day of _____, 2009 between the City of Highwood, acting by and through its Mayor and City Clerk and _____.
- 2. That for and in consideration of the payments and agreements mentioned in the City of Highwood Specifications and Contract Documents for Snow and Ice Removal attached hereto, _____ agrees with the City of Highwood and his/their own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms as such City of Highwood Specifications and Contract Document for Snow and Ice Removal attached hereto, for the year 2009.
- 3. It is understood and agreed that the City of Highwood Specifications and Contract Document for Snow and Ice Removal for the 2009/10 season, hereto attached, prepared by the City of Highwood, are essential documents of this contract and are a part hereof.
- 4. In witness whereof, the said parties have executed these presents on the date above mentioned.

CITY OF HIGHWOOD

By: _____
Mayor

ATTEST:

By: _____
City Clerk

**IF A CORPORATION:
CORPORATE NAME:**

By: _____
Its _____

IF AN INDIVIDUAL:

SUBSCRIBED AND SWORN BEFORE ME
this _____ day of _____, 2009

Notary Public
MY COMMISSION EXPIRES: _____

IF A PARTNERSHIP:

PARTNERS DOING BUSINESS UNDER THE
NAME OF: _____

By: _____
Its _____

SUBSCRIBED AND SWORN BEFORE ME
this _____ day of _____, 2009

Notary Public
MY COMMISSION EXPIRES: _____

Contractor Name: _____

EXHIBIT A
COMPENSATION SCHEDULE

PLEASE NOTE THAT THE COMPENSATION SCHEDULES REFLECT THE TOTAL AMOUNT OF SNOW ACCUMULATION OVER A 24 HR. PERIOD. THE RATE IS EQUAL TO THE AMOUNT OF SNOW ACCUMULATION WITHIN THIS PERIOD, AND NOT THE CUMULATIVE FEES FOR EACH CATEGORY (E.G. FEE CHARGED FOR 6-8" SNOWFALL IS THE AMOUNT IDENTIFIED UNDER "6"-8" SNOWFALL ACCUMULATION OVER 24 HR PERIOD, NOT IN ADDITION TO THE AMOUNT IDENTIFIED UNDER "2-5" SNOWFALL ACCUMULATION OVER 24 HR. PERIOD"

1. 2"-5" Snowfall Accumulation Over 24 hr. Period.
\$ _____ per snowfall accumulation for plowing all Roadways and
\$ _____ per snowfall for plowing the City Hall and Park Lot and shoveling all City Hall sidewalks, pedestrian areas and
\$ _____ per snowfall for plowing the Municipal Parking Lots.
2. 6"-8" Snowfall Accumulation Over 24 hr. Period.
\$ _____ per snowfall accumulation for plowing all Roadways and
\$ _____ per snowfall for plowing the City Hall and Park Lot and shoveling all City Hall sidewalks, pedestrian areas and
\$ _____ per snowfall for plowing the Municipal Parking Lots.
3. 9"-11" Snowfall Accumulation Over 24 hr. Period.
\$ _____ per snowfall accumulation for plowing all Roadways and
\$ _____ per snowfall for plowing the City Hall and Park Lot and shoveling all City Hall sidewalks, pedestrian areas and
\$ _____ per snowfall for plowing the Municipal Parking Lots.
4. Greater than 11" Snowfall Accumulation Over 24 hr. Period.
\$ _____ per snowfall accumulation for plowing all Roadways and
\$ _____ per snowfall for plowing the City Hall and Park Lot and shoveling all City Hall sidewalks, pedestrian areas and
\$ _____ per snowfall for plowing the Municipal Parking Lots.
5. \$ _____ per ton for mechanical spreading of rock salt, sand/salt mix, or other material on icy areas, including equipment and labor.

6. Contractor shall be compensated in accordance with the following rates for use of special snow hauling equipment as may be required under Section VI "Other Information";

<u>Equipment Description:</u>	<u>Hourly Rate:</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

EXHIBIT B

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractor's work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.