



401 West Chicago St.  
Buchanan, MI 49107

## **INVITATION TO BID - SNOW REMOVAL & SALTING**

The Buchanan Community Schools Board of Education will receive firm sealed bids for a two-year contract, with optional third year to contract the "Snow Removal And Salting" at four (4) locations

Your proposal marked "Snow Plowing And Salting," may be delivered to Buchanan Community Schools, Business Office Attention: Mark Kurland, 401 West Chicago St., Buchanan, MI 49107 no later than 8:00 AM on October 19, 2022. Bids will be publicly read at the Buchanan Business Office, 401 W. Chicago St, Buchanan, MI 49107 at noon.

Accepted Bidder shall be required to enter into a contract with Buchanan Community Schools and furnish:

1. Certificate of insurance.
2. List of contractor's equipment available for services at the site.
3. List of key employees with after hours telephone numbers.
4. Meet all time schedules within the contract.

The Board of Education reserves the right to reject any and/or all bids in whole, or in part and to waive any informalities therein. If in the Board's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reasons of establishing uniformity, delivery time, etc.

The Board of Education will not consider or accept a bid received by the Board after the date and time specified for bid submission.

The Board of Education shall require each bidder for a contract under this section to file with the Board security in an amount not less than 1/20 of the amount of the bid conditioned to secure the school district from loss or damage by reason of the withdrawal of the bid or by the failure of the bidder to enter a contract for performance, if the bid is accepted by the Board of Education.

Specification questions should be directed to Mark Kurand at (269) 695-8400, ext. \*20005. All other questions may be directed to Brian Brown at [brian.brown@berrienresa.org](mailto:brian.brown@berrienresa.org)

## **Buchanan Community Schools**

### **SCOPE OF WORK**

Snow plowing and removal services along with salting for all parking areas, access drives, and sidewalks will be completed at the following locations:

Buchanan High School (Area 1)  
401 West Chicago St.  
Buchanan, MI 49107

Buchanan Middle School (Area 2)  
610 W. Fourth St.  
Buchanan, MI 49107

Moccasin Elementary School (Area 3)  
410 Moccasin St.  
Buchanan, MI 49107

Ottawa Elementary School (Area 4)  
109 Ottawa St.  
Buchanan, MI 49107

## **Buchanan Community Schools**

Business Office

### **TERMS AND CONDITIONS**

1. All Bidders are asked to submit their bids on the enclosed Bid Proposal Form. Send two (2) copies of the form and all other contents required to the Owner:

Buchanan Community Schools  
Attn: Mark Kurland  
401 W. Chicago St.  
Buchanan, MI 49107

2. A bid received after the due date and time will be returned unopened to the Bidder.
3. The Owner shall not be responsible for any cost or expense the Bidder incurs during the preparation of this bid. Additional copies of the bid documents will be furnished at the Bidder's expense.
4. The Owner reserves the right to hold the bids for ninety (90) days; to accept or reject any or all bids; to omit or accept any informalities in any bid and to make such awards as it considers in its best interest, whether low bid or not.
5. Should a Bidder find discrepancies in, or omissions from the specifications and bid proposal form, or should he/she be in doubt as to the meaning, he/she should notify at once Mark Kurland

who will send written instructions to all appropriate Bidders. The Owner shall not be responsible for any oral instructions.

6. All information issued prior to the close of the bidding period shall be included in return bid proposals and acknowledged on the Bid Proposal.
7. After a contract agreement has been executed, the Bidder shall not be allowed any sum over and above the price (s) specified in the contract agreement.
8. It is the Bidder's responsibility to note any detail or specification that, in his/her opinion, is not practical or functional.
9. TAXES. The Owner is not a taxed entity and shall not be charged any sales and/or use taxes.

10. Affirmative Action Program

The Owner is an Equal Opportunity Employer .Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

11. Contractor agrees, that in the performance of its work under this contract, it shall abide by and comply with all applicable Federal, state and local laws, codes and regulations, including but not limited to the Occupational Safety and Health Act of 1970.
12. Because other activities of the Owner will be proceeding at the same time as the Services covered by this Agreement, the Contractor shall cooperate with the Owner's Representative to ensure that all work progresses in a manner which does not conflict with other activities.

## **Buchanan Community Schools**

### **STATEMENT OF FACTS**

Buchanan Community Schools desires the Contractor to provide all personnel and equipment required to remove snow, salting, and slush accumulation from the Owner's sites as listed in the " Scope of Work. "

### **AGREEMENT**

IN CONSIDERATION of the foregoing Statement of Facts and the mutual promises contained here the Buchanan Community Schools) and Contractor agree:

1. **Definitions**. As used in this Agreement, the following terms have the following meanings:

- a. **"School Premises"** mean any school(s) owned or operated by the (Buchanan Community Schools) at the following addresses:

Buchanan High School  
401 West Chicago St.  
Buchanan, MI 49107

Buchanan Middle School  
610 W. Fourth St.  
Buchanan, MI 49107

Moccasin Elementary School  
410 Moccasin St.  
Buchanan, MI 49107

Ottawa Elementary School  
109 Ottawa St.  
Buchanan, MI 49107

When "School Premises" is used in relation to the Contractor's rendering of Services thereon, School Premises shall specifically mean the parking lots, sidewalks and access drives surrounding the school(s).

- b. **"Services"** collectively include the Contractor's removal of snow and slush from the School Premises and salting. The Services shall be performed by Contractor providing the necessary equipment and an adequate number of experienced and licensed personnel.
- c. **"Improvements and Installations"** include all curbs, light poles, buildings, loading docks, fences and parking, driveway, adjacent grass areas, and sidewalk surfaces located on the School Premises.

d. **"Equipment"** means vehicles, machinery, materials, and related attachments owned or leased by Contractor and used to render the required services.

2. **Performance.** Contractor shall perform all Services on the School Premises in an efficient, timely and skillful manner and without damage to Buchanan Community Schools Improvements and Installation. The Contractor shall maintain the Equipment in good condition in order to promptly and properly commence and complete all Services required by this Agreement. Contractor agrees that the Buchanan Community Schools Director or other authorized employee may direct Contractor to clear snow from one or more portions of the School Premises before clearing other portions.

3. **Term.** The Contractor shall render Services pursuant to this Agreement commencing on October 20, 2022 and continuing until October 19, 2024.

4. **Charges, Billing and Payment.**

a. The hourly rates contained in the Bid Proposal represent the total cost to the (School District) for all Contractor's Services provided under this Agreement, including but not limited to all charges for the Equipment and its operation by experienced and licensed personnel.

b. Each month during the term of this Agreement, Contractor shall send the Buchanan Community Schools duplicate copies of its bill for Services rendered during the preceding month. One copy shall be mailed to the District's Accounts Payable Department to address indicated on a District approved purchase order and the other copy shall be mailed to Mark Kurland, 401 W. Chicago, St., Buchanan, MI 49107.

c. The Buchanan Community Schools shall pay Contractor's bills within thirty (30) days after receipt, subject to the following conditions and restrictions:

(1) The Buchanan Community Schools shall have the right to verify that all billed Services were performed to its reasonable satisfaction, and

(2) The Buchanan Community Schools shall have the right to retain up to ten ( 10% ) percent of each monthly bill in order to provide funds to pay for past, present or future damages to the School's Improvements and Installations. The retainage for such damages during the 2022-24 snow removal season shall be reconciled on or before October 19, 2024. The Buchanan Community Schools shall keep the retainage equal to the total amount of damage to the Improvements and Installations, and the excess amount, if any, shall be promptly paid to the Contractor. No interest shall accrue or be paid on any retainage.

5. **Services: Prior Notice.**

a. Contractor shall provide slush and snow and ice removal Services including salting, with School's prior notice or request from Mark Kurland, or Carrie Brunsting whenever at least a two (2") inch accumulation of snow or slush exists on the School Premises.

b. Access roads and aisles in the Bus Drivers' lot must be cleared by 5:30 AM.

Buchanan High School's Designated Site lot must be cleared and salted by 6:00AM. and sidewalks cleared next.

Buchanan Middle School's Designated Site lot must be cleared and salted by 6:00AM. and sidewalks cleared next.

Moccasin Elementary School's Designated Site lot must be cleared and salted by 6:00AM. and sidewalks cleared next.

Ottawa Elementary School's Designated Site lot must be cleared and salted by 7:00AM. and sidewalks cleared next.

On all holidays/scheduled school closings, it will be the Owner's discretion to request snow removal.

c. In addition to Contractor's Services provided with prior notice, Contractor shall promptly commence and complete such other Services at the School Premises as directed by Mark Kurland, or Carrie Brunsting. No salting or sanding Services, whatsoever, shall be provided unless they are approved in advance by the Buchanan Community Schools.

d. Prior to first plowing Contractor and Mark Kurland will visit each site to determine plowing direction and stockpiling. All plowed areas shall have no more than 1/2 inch of snow remaining upon completion of work.

6. **Contractor's Log.** Contractor shall keep an accurate daily log of the hours spent for the Services provided. The Buchanan Community Schools shall only be charged for Services actually performed. All of the contractor's records pertaining to Services performed shall be available for the Buchanan Community Schools's inspection in Contractor's business office at any time during normal business hours.

7. **Notice and Determination of Damages.** If Contractor or the Buchanan Community Schools learns of possible damage to any part of the School Premises or Improvements and Installations, the party which first becomes aware of such damage shall promptly notify the other party and confirm such notice in writing so that the existence and amount of damage can be determined. If the parties cannot agree on the existence or amount of damage, they shall select one mutually acceptable contractor or other qualified person who shall determine the existence and amount of damage and whose decision shall be binding upon both Contractor and the Buchanan Community Schools.

8. **Prior to the Snow Season.** It is the Contractor's responsibility to mark all curbs, light fixtures, landscape areas, fencing, and site features using a 4-foot painted wood lath or similar temporary markers approved by Owner. Contractor will inspect the site and submit in writing any areas for which he/she will not take responsibility. In all areas, except those noted during the site inspection, the Contractor shall assume responsibility for the repair of any damage occurring as a result of plowing operations, including concrete curbs, asphalt or concrete surfaces, landscaped areas, or other site features.

9. **Insurance.** At all times during the term of this Agreement, Contractor shall maintain and pay for the following insurances and name the Buchanan Community Schools and shall furnish a certificate of insurance carrier acceptable to the Buchanan Community Schools and with an A.M. Best rating of "A" or better within ten (10) days of the execution of this Agreement:
- a. Commercial general liability, personal injury, "broad-form" property damage, contractual liability, extended liability, and completed operations/products insurance in amounts not less than One Million (\$1,000,000) Dollars per occurrence. This insurance shall cover any and all accidents, casualties and occurrences in, on or about, the School Premises which directly or indirectly result from the presence, acts or omissions of Contractor, its employees, agents or independent contractors, or from the presence of their Equipment in, on or about the School Premises. This insurance shall be provided in the form of an "occurrence" policy.
  - b. Workers' compensation or employer's liability insurance in amounts according to applicable law. Such insurance shall cover Contractor's independent contractors as well as its agents and employees.
  - c. Contractor shall also carry comprehensive automobile liability coverage (including contractual liability) in an amount not less than Two Hundred Fifty Thousand (\$250,000) Dollars per person and Five Hundred Thousand (\$500,000) Dollars per accident resulting in bodily injury, and One Hundred Thousand (\$100,000) Dollars property damage.
  - d. The certificate of insurance furnished to the Buchanan Community Schools shall identify all exclusions or reductions in coverage to the standard ISO 1986 general liability or 1987 auto liability policies. Failure to comply with all insurance requirements herein shall be deemed a material breach of this Agreement.
  - e. The insurance certificate furnished to the Buchanan Community Schools shall provide that no insurance required by this Paragraph shall be canceled, terminated or modified without at least thirty (30) days' prior written notice to the Buchanan Community Schools's Business Office at 401 W. Chicago St., Buchanan, MI 49107.
10. **Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Buchanan Community Schools from and against any and all demands, claims, liens, actions, costs, losses, damages and suits (including but not limited to reasonable actual attorneys fees and court costs) directly or indirectly arising from or related to this Agreement; or from the presence, acts or omissions of Contractor, its employees, agents or independent contractors in, on or about the School Premises; or from the presence of their Equipment in, on or about the School Premises. Contractor's obligation to indemnify the Buchanan Community Schools as set forth in this Paragraph shall not extend to liability resulting from the sole negligence, gross negligence, or intentional tortious conduct of the Buchanan Community Schools, or its agents or representative.

Compliance by Contractor with the requirements of Paragraph 9 as to carrying insurance and furnishing proof thereof to the Buchanan Community Schools shall not relieve Contractor of its liabilities and obligations under this Paragraph 10 concerning Contractor's indemnity of the Buchanan Community Schools, or any other provisions of this Agreement. Contractor's indemnity covenant specified herein shall not be negated or reduced by virtue of Contractor's insurance

carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim or refusal to defend the (Buchanan Community Schools).

11. **Default**. The Buchanan Community Schools shall have the right to terminate this Agreement by notifying the Contractor in writing and without any further obligation, whatsoever, if Contractor fails to comply fully with each and every term and condition hereof.
12. **Assignment**. Contractor shall not assign this Agreement without the Buchanan Community Schools's prior written consent.
13. **Time of the Essence**. Contractor agrees that timely, satisfactory performance of its Services is absolutely essential to the conduct of the Buchanan Community Schools at the School Premises and further agrees that time shall be the essence of this Agreement. In the event the Contractor determines that he/she is unable to timely perform due to severe weather conditions and/or equipment problems, the Contractor shall notify the designated contact person(s) at the District immediately, and inform the District in detail of its inability to perform and further, shall:
  - (a) immediately, upon the cessation for the severe weather condition and/or repair/replacement of the problematic equipment, perform such services as are contemplated by this contract; or
  - (b) immediately engage sub-contractors, to be bound by the terms and conditions of this contract, including, but not limited to, Section 10, to immediately carry out the snow plowing and salting assignment; or
  - (c) indemnify and make whole the District for any expenses and/or costs it incurs by having to secure the services of another snow plow Contractor to perform or complete such services as are contemplated by this contract.
14. **Notices**. Contractor shall provide the Buchanan Community Schools with two or more telephone numbers at which Contractor or its representative(s) can be reached at all times. Any written notice or communication which either party to this Agreement desires, or is required, to give the other shall be sufficient if delivered in person, forwarded by facsimile or U. S. Mail to the address(s) indicated in this Agreement.
15. **Paragraph Captions**. The paragraph captions contained in this Agreement are for convenience only and have no legal force or effect.
16. **Relation to Purchase Order**. The Buchanan Community Schools will issue a purchase order in connection with this Agreement and such purchase order provisions shall be binding upon the Buchanan Community Schools and Contractor. All invoices must reference the purchase order number.
17. **Entire Agreement**. This Agreement represents the entire and integrated agreement between the Buchanan Community Schools and Contractor and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement shall be amended only by a written instrument signed by both Buchanan Community Schools and Contractor.
18. **Binding Action**. The terms and provision of this Agreement shall be binding upon and insure to the benefit of the parties' respective representatives, successors and only those assigns permitted pursuant to Paragraph 11.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first above written.

**BUCHANAN COMMUNITY SCHOOLS**

By: \_\_\_\_\_  
Mark Kurland

Dated: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

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

Dated: \_\_\_\_\_

**Buchanan Community Schools**

Business Office

**SNOW PLOWING AND SALTING SPECIFICATIONS**

Snow to be plowed and salting, using mutually agreeable methods, whenever accumulated depth reaches two (2) inches or more upon approval from Mark Kurland.

Contractor to quote unit prices per "push" and salting at each site for two (2) inches to five (5) inches of snowfall depths and prices for five (5) or more inches.

Any plowing or salting also needs approval by one of the above designated persons. Give descriptions and show hourly rates, (including operators) for all available equipment.

To arrange inspection of sites, contact Mark Kurland at 269-695-8400, Ext. \*20005.

**Buchanan Community Schools**

Business Office

**SNOW REMOVAL BID PROPOSAL**

**1. TRACTOR/TRUCK SNOW PLOWING**

Area 1 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 2 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 3 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 4 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

**SNOW BLOWING**

Area 1 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 2 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 3 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 4 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

**3. SALTING**

Area 1 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 2 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 3 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 4 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Having read and understood the bid documents for the above named project, the undersigned proposes to furnish the following on a "time and material" basis:

1. **LOADER, TRUCK AND OPERATORS** for removing snow at \$ \_\_\_\_\_/hr.

2. **HAULING SNOW OFF SITE:** \_\_\_\_\_ cu. yds./load at \$ \_\_\_\_\_/load.

3. **CALL-BACK LABOR AND EQUIPMENT:** Re-plowing at \$ \_\_\_\_\_/hr.

    Salting at \$ \_\_\_\_\_/ton

    Snow Blowing at \$ \_\_\_\_\_/hr.

4. **MATERIAL CHARGES:** Salt at \$ \_\_\_\_\_/ton

**5. REMOVAL COSTS FOR FIVE (5) INCHES OR MORE OF SNOW**

Area 1 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 2 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 3 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

Area 4 \_\_\_\_\_ For the sum of \$ \_\_\_\_\_

**Buchanan Community Schools**

Business Office  
401 W. Chicago St.  
Buchanan, MI 49107

**BID PROPOSAL FORM**

**Bid Proposal Form**

The undersigned hereby acknowledges receipt of bid package and any following addenda:

The Board of Education reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informalities therein. If in the Board's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reasons of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with (Buchanan Community Schools) to furnish snow removal services in strict accordance with this proposal, bid documents and all pertinent portions of the specifications.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Phone No: \_\_\_\_\_

Fax No. \_\_\_\_\_

If a corporation, indicate state of incorporation and affix seal.

Attest: \_\_\_\_\_

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

Title: \_\_\_\_\_