2019-20 Snow Management
Per Event Proposal

ACCOUNT/SITE: 103rd St. Walks
Chicago, IL

DATE: 10/29/2019

PER EVENT PRICING:
The agreement price is to include snow plowing/shoveling as stated below. Each event will be billed separately. Deicing and
Snow hauling/relocation will be billed separately at the listed rates.

PERIOD OF COVERAGE:
The term of this agreement shall commence on November 1st, 2019, through and including, April 30th, 2020.

SERVICE AREAS:
All walks will be cleared around building and parking lot. Lot will be cleared and all snow pushed to the NW Corner.

SCOPE OF WORK:
Plow-Snow removal:
a. Snow plowing and shoveling shall commence after 2" or greater of snow has accumulated. Snow will be plowed in a
manner that will minimize impairment of traffic flow, properly parked vehicles, fire lanes, hydrants or refuse containers.
Units with vehicles parked in the drive will not receive plowing service. A minimum of 2 consecutive open parking spots
are required to plow individual parking spaces.
b. Semmer Landscape will begin snow plowing operations as soon as possible after the snow has accumulated 2" but
in no case later than six (6) hours. In some cases, depending on the timing of the storm, the snow will be plowed from
the drive lanes and Semmer Landscape will return during the day to clean the spots when the residents have
moved their cars.
c. If less than 2" of snow accumulates and snow removal is requested by the customer, this work will be billed on a time
and material basis.

Salting-Deicing:
a. Semmer landscape will apply deicing agent (1) time after each plowing
b. There will be a separate charge for deicing applications unless noted on page 4
c. Deicing agent will be applied if snow fall is under 1" and unsafe conditions are created unless, declined by customer.

Call Backs:
a. Service call backs to address areas missed that are covered in the contract will be handled the same day or within
24 hours. Call backs from the Owner to service areas that were not previously accessible or areas that have become
snow or ice covered due to blowing/drifting snow and/or melting and re-freezing are not covered in the contracted
amount and will be billed separately on a time and material basis. All service calls need to be received prior to 1 pm
the day after a storm.
Severe Weather Conditions:

a. During severe weather conditions, Semmer Landscape, LLC will endeavor best effort to complete all snow removal operations by 8:00 a.m. dependent upon the severity of the weather conditions. Every attempt will be made to provide continuous service; however possible lapses in service can result due to traffic conditions, worker exhaustion, etc. Semmer Landscape, LLC will use all available equipment to complete snow removal operations. In these conditions, additional equipment may be needed to move snow on site or remove snow from site due to snow storage limitations. In such case, Semmer Landscape, LLC will have the snow relocated or removed from site for an additional cost at the rates listed below.

b. Severe weather shall be defined by, but not limited to, one or more of the following conditions: 8 inches of snow or more, high winds accompanied by blowing or drifting snow, an accumulation of freezing rain/ice, when the wind chill temperatures are lower than -10 degrees Fahrenheit or the duration of the same storm exceeds 24 hours.

STANDARD CONDITIONS AND PROVISIONS

a. Owner understands and agrees that snow removal services will begin after 1" of snow fall has accumulated from an individual storm as described above. Semmer Landscape, LLC is not responsible for plowing/shoveling snow that has accumulated to 2" from multiple, smaller storms, unless specifically provided for in Scope of Work or has been agreed to as an Optional Service.

b. Owner understands and agrees that the work to be performed by Contractor is the plowing of snow on the property and, unless otherwise specifically provided for in Section I, Contractor shall not be responsible for preventing the formation or accumulation of ice on the property or for the removal of ice from the property.

c. Seasonal Limits: N/A

d. Fuel Surcharge: N/A

e. Owner understands and agrees that the work to be performed by Contractor involves the plowing of snow and, as such, reasonably close areas must be made available for the pushing of the snow. If conditions are such that relocation on the site or removal of the snow from the site is necessary, Owner shall agree to such relocation or removal as an extra charge.

f. Contractor shall provide all labor, materials, tools, equipment, and supervision to properly perform the following work in a professional manner in accordance with standard high-quality techniques.

g. In the event any portion of the property is inaccessible due to parked vehicles, refuse containers, or any other cause or obstacle beyond the control of Contractor such that Contractor is unable to perform the work to that portion of the property, Contractor shall be relieved from responsibility for performing the work to that portion of the property. Upon the request of Owner, Contractor will return to perform the work in those areas which had been inaccessible at a separate charge.

h. Contractor is not responsible for the accumulation of blowing and drifting snow, and after site has been plowed, Contractor is not responsible for snow pushed back onto the property by city or other independent snow plowing operations. Upon the request of Owner, Contractor will plow these areas for an additional charge.

i. Contractor shall act as an independent contractor. Contractor shall employ and direct such personnel as it requires to perform services, shall secure any and all permits that may be required in order to perform the services herein contemplated and shall comply with all federal, state, county and municipal laws, ordinances, rules and regulations.

j. Neither party shall be liable to the other for damages by reason of any delay in completion of the work hereunder due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, of the public enemy, or of government, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.

k. Any written notice required herein shall be sent to the other party by United States mail, certified and postage prepaid.

l. If Owner shall stop Contractor from performing any work under this Agreement, except in compliance with Cancellation hereof, Owner shall be liable to Contractor for all damages sustained by Contractor as a result of such stoppage.

m. Each party to this Agreement shall pay and discharge all costs and expenses, including reasonable attorneys' fees, which shall be incurred or expended as a result of the other parties' breach of this agreement.
n. Contractor shall not be liable to Owner for any damage to Owner's property, personal injuries, or other liability arising out of acts outside of Contractor's control including but not limited to, vandalism, flood, fire, wind, hail, rain, snow, freezing, lack of salt availability, or other natural causes or acts of persons other than Contractor's employees or agents. The Contractor shall not be held responsible or liable for any accidents resulting in injuries due to slips or falls on owner's property for any person except employees of the contractor. Contractor shall also not be liable for damage to sidewalks, streets, curbs, sod and other plant material or surfaces as a result of the application of salt, calcium chloride or other de-icing agents, nor for damage done by plowing blade to concrete, asphalt/seal-coating, or other surface to be plowed, sprinkler systems, plant material or landscape lighting/ornaments, except in cases of gross negligence outside the normal act of plowing and shoveling snow by the contractors' agents or employees. Plow damage to adjoining turf will be repaired in spring at no charge.

o. Contractor shall have and enjoy such lien rights against Owner's premises as the law of the state in which Owner's property is located, given to persons performing the same or similar services as Contractor.

**INSURANCE / LIABILITY PROVISIONS**

a. Contractor shall, at its sole expense and for the period of this agreement, carry and maintain, in full force and effect, comprehensive general liability & comprehensive automobile liability insurance for bodily injury in the amount of $1,000,000, property damage in the amount of $1,000,000 and statutory Workman's Compensation Insurance.

b. Contractor agrees to indemnify and save harmless Owner against liability, damage, or loss, including personal injury, death, or property damage, arising out of negligence of Contractor, its employees, or agents, while engaged in the performance of the services described in the Agreement, and for which Contractor is legally held responsible in court of law. Owner shall hold Contractor harmless for any and all liability due to slips, falls, sliding, and skidding, and any other accidents or personal injuries that may occur due to winter season hazards, snow and icy conditions. Owner agrees to tender any suits or claims arising from claims related to the above described circumstances to the Owner's insurance carrier in order to provide a defense for both Owner and Contractor. Owner further agrees to provide a defense for Contractor related to claims contemplated by this provision if Owner's insurance carrier refuses to do so. The parties agree that in the case of Contractor only, the parties will determine Contractor's legal liability only after the underlying claim has been fully resolved by litigation, settlement or otherwise.

c. Upon request, contractor shall furnish Owner with a copy of the certificate of insurance showing that the above insurance is in force and effect, stating policy numbers, effective dates, expiration dates and limits of liability thereunder. Contractor agrees that nothing contained in this paragraph shall limit or release Contractor from its obligations otherwise provided for in the Agreement, including assumption of liabilities and indemnification to Owner. Contractor's insurance coverage shall not be reduced or cancelled without twenty (20) days notice to Owner.

**CANCELLATION**

a. In the event Owner fails to pay Contractor as provided herein, Contractor may terminate this agreement and the services and work described herein upon notice to Owner. In the event of such termination, Contractor shall promptly remove all material provided under this contract and all of Contractor's equipment from Owner's premises. After such termination, Contractor shall have no further obligation to Owner to provide the services or perform the work herein described, provided, however, that termination by Contractor shall not affect any remedy or remedies for payment or otherwise to which Contractor is legally entitled.

b. In the event that Contractor fails to provide the services or perform the work herein described, the Owner will provide written notification to Semmer Landscape, LLC of any service concerns. In such case Semmer Landscape LLC has Thirty (30) days to reply/comply to any written service concern. Upon compliance or a satisfactory reply to the written service concern, the termination letter will be voided. The Owner shall have the right to terminate this agreement upon non-compliance by the contractor effective Sixty (60) days after Contractor's receipt of Owner's written notice to terminate. Such notice shall specify the work or services not performed by Contractor. Upon termination, Contractor shall promptly remove all material provided under this agreement and all of Contractor's equipment from Owner's premises, provided, however, that termination by Owner shall not affect Contractor's right to payment for services rendered prior to the termination.
ACCEPTANCE OF AGREEMENT/COMPENSATION
The price for the above listed services will be as follows:

Snow Removal - Plowing/Shoveling:
- Snow Plowing 1-4": $230.00
- Snow Plowing 4-6": $330.00
- Snow Plowing 6-8": $470.00
- Snow Plowing 8" + $T&M

De-Icing Applications:
- De-icing agent application: $160.00 Per Application
  - ( ) I approve all de-icing applications made at the discretion of the Semmer Landscape
  - ( ) I approve de-icing applications only be made after the site is plowed.
  - ( ) De-Icing applications will only be made upon written approval by the management company or the Board.

***Please check the appropriate box. If no box is checked, Semmer Landscape will apply de-icing agent at their discretion.

Additional costs/services:
These services will be provided upon request only and billed at the following rates:
- On Site Relocation (loader only) $150.00 Per Hour - 4 Hour Minimum
- Off Site Relocation:
  - Skid Steer: $150.00 Per Hour
  - Loader: $200.00 Per Hour - 4 Hour Minimum
  - 20 Yd. semi dump truck: $105.00 Per Hour - 4 Hour Minimum
  - Dump fee: $40.00 Per Load

Terms:
Contractor will invoice after services are performed. Payment is to be received by Contractor within 15 days. A late charge of 1½% per month will be added to any amount which has not been received by Contractor within 30 days of invoice date.

I agree to the terms and conditions of this agreement. If not the Owner, I certify that I am the duly authorized agent of Owner and that I am authorized to sign this agreement on behalf of the Owner.

[Authorized Signature]
Date

[Signature]
Date

10/29/2019

Dave Finn
Account Manager
Semmer Landscape LLC

BILLING INFORMATION:
BAPA
1987 W 111th St
Chicago, IL