



**PCOP**

**Amcraft Construction Co., Inc.**

1721 Moon Lake Boulevard – Suite 101  
Hoffman Estates, Illinois 60169

(847) 519-1919  
Fax: (847) 490-5422

**SNOW REMOVAL CONTRACT AGREEMENT**

**October 1, 2019 thru April 30, 2020**

THIS AGREEMENT entered into this 17<sup>th</sup> day of October, 2019 by and between **Amcraft Construction Co., Inc.**, of 1721 Moon Lake Boulevard-Suite 101, Hoffman Estates, IL. 60194 (hereinafter called the CONTRACTOR), and **American Snow Removal**, 825 Seegars Road, Des Plaines, IL 60016 (hereinafter called the "SUBCONTRACTOR")

WITNESSETH:

WHEREAS, the Subcontractor agrees to perform the snow removal at **Poplar Creek Office Plaza LLC** located at **1721 Moon Lake Boulevard, Hoffman Estates, Illinois 60169.**

WHEREAS, the Contractor desires to employ the Subcontractor to perform the snow removal services as outlined below.

NOW THEREFORE, in consideration of the mutual undertakings and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged the parties hereto agree as follows:

1. The Subcontractor agrees to furnish all labor, equipment, tools, and materials to complete the snow removal services in accordance with Exhibit "A", "B" & "C" attached herewith and made a part hereof:

- A. Snow plowing of parking lot and application of salt as necessary, and**
- B. Shovel sidewalks and apply calcium chloride as necessary.**

2. The Subcontractor agrees to complete the entire work required of Subcontractor in a good and workmanlike manner fully in accordance with the customary practices of the trade and agrees to comply with the rules, regulations and codes of the city or village where the work is performed.

3. The Contractor shall pay the Subcontractor for the Performance of the contract as follows:

**A. The sum of Sixteen Thousand Dollars and No/100 (\$16,000.00) for the 2019-2020 snow season in accordance with Exhibit "A" (attached herein). This price is based on a lump sum seasonal contract.**

**PAYMENT SCHEDULE**

**5 Payments of \$3,200.00**

**B. Salting of parking lot shall be done with Calcium Chloride as necessary at no additional cost.**

**C. Salting of sidewalks shall be done with Sodium Chloride as necessary at no additional cost.**

4. The Contractor and the Subcontractor agree that any modification or deviation from the above specifications involving extra cost, material or labor will only be allowed upon written order for same in accordance with terms set forth herein, and will be added to the contract sum in paragraph 3 above. Credits for approved changes; deletions or modification shall be permitted without written consent from Contractor.

5. **All provisions contained herein are incorporated into this agreement by reference, and shall be considered as if fully set forth prior to the acceptance, hereof. Subcontractor acknowledges that her has read and agrees to all provisions set forth herein.**

6. Removal of snow from the parking lots listed below shall begin as soon as possible, upon accumulation of two inches (2") or more without notification. **All snow removals shall be completed no later than 6:00 a.m.**

7. Plowing around parked cars or any other mobile impediment will be attempted only if a minimum three-foot (3") margin of "Safety" can be maintained between plow and potential personal injury and/or property damage.

8. In the event of snowfall in excess of eight (8) inches and the authorized agent of contractor issues a verbal authorization, subcontractor can provide his services in accordance with the following:

TRUCK AND DRIVER (Per Hour)	N/A
LOT PLOWED (Per Time)	N/A
FRONT END LOADER & OPERATOR (Per Hour)	N/A
SKID STEER LOADER & OPERATOR (Per Hour)	N/A
SIDEWALK SHOVELED (Per Hour, Per Man)	N/A
SIDEWALKS SHOVELED (Per Time)	N/A
SALT APPLIED (Per Ton) (Includes salt/labor)	N/A
SALT APPLIED (Per Application) (Includes salt/labor)	N/A
CALCIUM CHLORIDE (Per 50 lb. Bag)	N/A

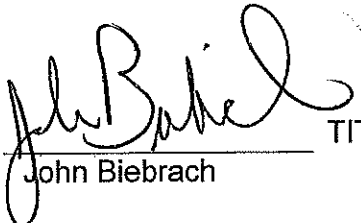
9. Subcontractor agrees to plow all snow and no later than three (3) hours after each snowfall ends. In the event subcontractor fails to abide by the terms and provisions of this agreement, the contractor shall have the right to hire another subcontractor. Subcontractor agrees to reimburse contractor within forty-eight hours any excess amount paid by contractor over the stipulated sums herein.
10. Subcontractor shall be responsible for any and all damage to the property caused by subcontractor and its employees or agents. Any damages so caused shall be payable to contractor within ten (10) days after contractor sends an invoice to subcontractor.
11. **Subcontractor shall furnish an insurance certificate with Poplar Creek Office Plaza, LLC its Agents and Beneficiaries and Amcraft Construction Co., Inc. named additional insured, which must require thirty (30) days mandatory written notice before cancellation or reduction in coverage.**
12. **Exhibits "A", "B" & "C" are attached herewith and made a part hereof.**
13. Subcontractor hereby warrants and represents that the undersigned is the legal or beneficial owner and has the right and authority to enter into this Contract.
14. Payments shall be made within thirty (30) days from receipt of Subcontractor's invoice. All invoices shall be mailed to **Amcraft Construction Co., Inc. at 1721 Moon Lake Boulevard-Suite 101, Hoffman Estates, Illinois 60169.**
15. **This Contract Agreement is non-cancellable for this Season unless Property is sold or Subcontractor fails to comply with the terms and conditions of this Agreement.**
16. Contractor may immediately terminate this agreement if Subcontractor fails to comply with the terms and conditions of this Agreement upon 60 days written notice to the other party.
17. **KEEP SALT AWAY FROM ALL PLANTING AREAS.**
18. **DO NOT PILE SNOW ON LANDSCAPED AREAS.**
19. **DO NOT OVER SALT PAVEMENT.**

**(Intentionally left blank)**

THIS AGREEMENT shall insure to the benefit of, and be binding upon the heirs, personal representative, successors and assigns of the parties hereto, provided, however, that neither the Contractor nor the Subcontractor shall assign this agreement without first having obtained the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**SUBCONTRACTOR: American Snow Removal**

BY:  TITLE: President DATE: 10/17/19  
John Biebrach

**CONTRACTOR: Amcraft Construction Co., Inc.**

BY:  TITLE: Manager DATE: 10-17-19  
Robert L. Kozonis

## CONTACT LIST

### CONTRACTOR:

Amcraft Construction Co., Inc.  
1721 Moon Lake Boulevard – Suite 101  
Hoffman Estates, IL 60194  
(847) 519-1919 Office  
(847) 490-5422 Fax

### SUB CONTRACTOR:

American Snow Removal  
825 Seegers Road  
Des Plaines, Illinois 60016  
(847) 390-6188, Ext. 10 Office  
(847) 390-6188 Dispatch  
(847) 390-6188 Cell

### PROJECT NAME

Poplar Creek Office Plaza LLC  
1721 Moon Lake Boulevard, Suite 101  
Hoffman Estates, IL 60194-1070

(847) 519-1919 Office  
(847) 490-5422 Fax

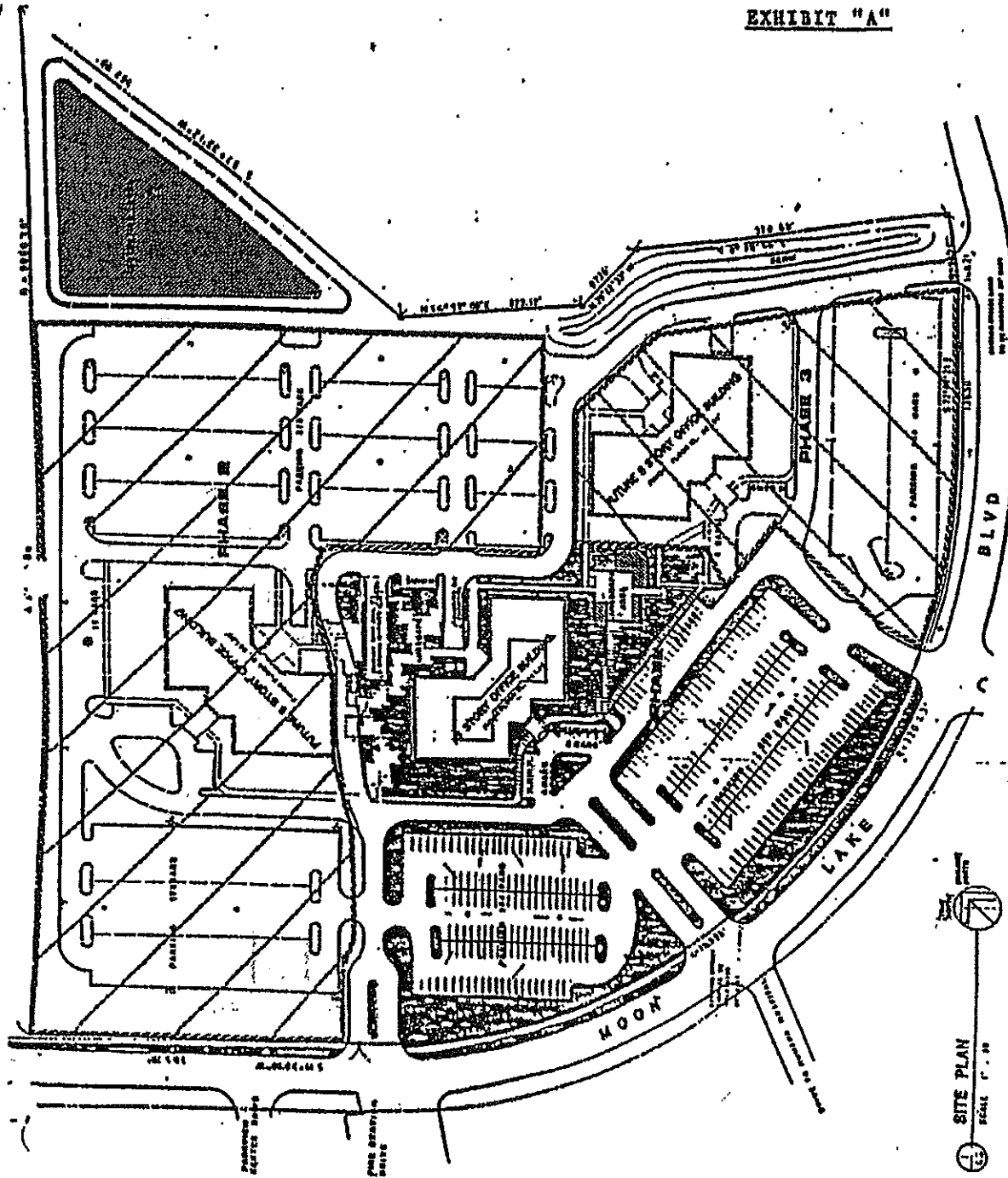
Richard Webel  
Director of Facilities

Georgia Potakis  
Property Manager

Wayne Foernssler  
Engineer

EXHIBIT "A"

EXHIBIT "A"



## Rider "B"

### INSURANCE / INDEMNIFICATION and HOLD HARMLESS AGREEMENT

Any inspection or certificate fees, permits, licenses, taxes, use or sales taxes and compensation imposed by law occasioned by the herein work are to be paid by you; also you are to furnish us, at your expense, prior to the commencement of this work, insurance certificate of your Subcontractor's Comprehensive Liability (\$1,000,000.00), Automobile Liability (\$1,000,000.00), and Workers' Compensation and Employer's Liability (\$1,000,000.00) covering your operation of the herein work. Subcontractor's comprehensive general liability coverage shall include the following coverages:: premises/operations, independent subcontractors, personal injury, completed operations/products liability, broad form property damage, contractual liability and "XCU" coverage, if applicable. Such "XCU" coverage shall provide insurance protection for injury to or destruction of wires, conduits, mains, sewers or other similar property or apparatus in connection therewith as well as blasting, explosion or collapses, and shall be provided whenever the Subcontractor's work includes operations below the surface of the ground. The insurance certificates herein to be provided shall specifically indicate that the Indemnification and hold harmless provisions of this agreement, hereinafter described, are covered thereunder.

You, as Subcontractor, agree to comply in all respects with any and all statutes, ordinances and rules and regulations of any governmental authority exercising jurisdiction which imposes and duty or obligation on either you or the General Contractor, Architect or Owners and each or any of them, with respect to the performance of any part of the work hereby to be undertaken and you hereby agree to do and perform any and all acts required by any statute, ordinance, rule or regulation to be performed either by you, as Subcontractor, or by the General Contractor, Architect or Owners, and each or any of them with respects to such work undertaken by you. You, as Subcontractor hereby agree to defend, completely indemnify and hold forever harmless the General Contractor, Architect or Owner, and each or any of them, from and against any liability, fines, claims, loss, damage, cost or other expense, together with reasonable attorney's fees, which each or any of them may incur by reasons of the failure of you or your Subcontractor to observe and comply with all such statutes, ordinances, rules and regulations.

You, as Subcontractor, agree to defend, completely indemnify and hold forever harmless the General Contractor, Architect and Owners and each or any of them from and against liability, fines, losses, damages, costs, expenses, judgements, claims, causes of action and settlements of every kind and character, including reasonable attorney's fees incurred by each or any of them in connection with the work herein to be performed by you, arising out of injury to or the death of any person or persona whomever, of damage to any property of any kind by whomsoever owned, caused in whole or in part by the actions or omissions of the Subcontractor, the Materialmen or any other person directly or indirectly employed by you or them or acting on behalf of you or them, or any of them; and said obligation to defend, hold harmless and indemnify shall apply, without limitation, to any case where with respect to the work herein to be performed by you, the General Contractor, Architect or Owners, and each or any of them, are found to be liable on account to their respective capacities as such General Contractor, Architect, or Owners; and said obligation to defend, indemnify and hold harmless shall be broadly construed, limited only by the laws of the State of Illinois; PROVIDED, HOWEVER, that nothing herein contained shall require the Subcontractor to indemnify or hold harmless another person from that person's own negligence.

This agreement, when executed, shall constitute a binding contract between the parties named herein.

**Exhibit "C"**

- **KEEP SALT AWAY FROM ALL PLANTING AREAS.**
- **DO NOT PILE SNOW ON LANDSCAPED AREAS**
- **DO NOT OVER SALT PAVMENT.**