

CROFTON

Associates, Inc.

111 Marsh Road, Suite 1
Pittsford, New York 14534

September 21, 2015

G. J. Romig Property Management, Inc.
Attn: Gary Romig
1279 Hamlin Parma Townline Road
Hilton, NY 14468

Re: Wood Creek Homeowners Association

Dear Gary:

The Board of Directors at Wood Creek has approved your 2-year proposal for landscaping services, as described in the attached proposal. It is understood you will provide these services in accordance with the enclosed specifications. A map of the property has also been enclosed for your convenience. Total cost for these services will be \$75,292.20 and payable in 9 equal installments.

Crofton welcomes your business and would like to make you aware of our insurance requirements. We will need proof of workers compensation and general liability insurance. The certificate holder should read "Wood Creek HOA & Crofton Associates, Inc." on both certificates.

The certificate of general liability must include Additional Insured, Waiver of Subrogation and Primary/Non-Contributory coverage per the enclosed "Additional Comments Wording."

We must have your current certificates on file along with a signed Addendum before any work can commence. Authorization is granted to withhold payments until these are received.

If you should have any questions regarding our insurance requirements, please contact Kris Fulmer, our Director of Operations.

Please make your invoicing out to "Wood Creek" and mail to Crofton Associates.

I look forward to working with you at Wood Creek Homeowners Association.

Very truly yours,

CROFTON ASSOCIATES, INC.

Daniel Buccieri
Property Manager

DB/to

Enc.

G.J. Romig Property Management, Inc.
 1279 Hamlin Parma Townline Road
 HILTON, NY 14468

PROPOSAL

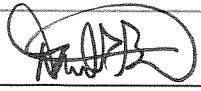
| | |
|-----------|------------|
| DATE | PROPOSAL # |
| 8/31/2015 | 2015-733 |

| |
|--|
| CUSTOMER |
| Woodcreek HOA C/O Crofton Associates, Inc. 111 Marsh Road Pittsford, NY 14534 |

| ITEM | DESCRIPTION | AMOUNT |
|--------------|--|------------------|
| Grounds | Grounds Maintenance 2015 @ Wood Creek HOA Pittsford, NY | |
| Mowing | Mow, trim, airblow debris, pick up trash and discard 26 Trips @\$1200.00 per trip | 28,800.00 |
| Spring Clean | Spring Maintenance | 6,480.00 |
| Edging | Edge where appropriate walks, roads, patios, beds [Included in Spring Clean up] | 0.00 |
| Fall Clean | Fall Maintenance | 7,200.00 |
| Mulch | Premium Hardwood Mulch installed @ \$70.00 PER YARD PLUS TAX 130 Yards | 9,100.00 |
| Bed Work | Bed Maintenance: Weeding, pruning, edging [weekly] | 9,360.00 |
| Pruning | Maintain natural shape of plant | 8,775.00 |
| Tree Prune | Extra Charge at \$50.00 per hour plus tax as needed ONLY | 0.00 |
| | Payment Terms; 9 Equal Installments of \$8365.80 Commencing March 31, 2016 thru Noember 30, 2016 | |
| | SUB-TOTAL | 69,715.00 |
| | NYS Sales Tax | 5,577.20 |

9 Month Plan-Invoice Monthly-March thru November...
 DUE UPON RECEIPT

TOTAL \$75,292.20

SIGNATURE/DATE  per Bob 9/21/15 * 2 year contract
 SIGNATURE/DATE _____

Cell: 734-5007
 FAX: 392-2111
 Phone: 392-1855

**WOOD CREEK HOMEOWNERS ASSOCIATION
LANDSCAPE SPECIFICATIONS**

MOWING: (All patio areas, not enclosed by a fence, and the large pond are to be included in weekly mowing)
Quote a per-trip price.

Height – 3 1/2". **All debris, branches and tree limbs are to be removed from grounds prior to mowing.**

Mower blades are to be sharpened weekly to prevent tearing of grass or uneven mowing.

Equipment to be sized properly for the terrain. Mower speed reduced to prevent damage to turf.

Mower discharge is to be directed away from shrub beds, trees, sidewalks, driveways, window boxes, doorways, and deck areas.

Clippings to be air-swept from sidewalks, front porches, driveways, patios, decks, roads, visitor parking area, and around signs immediately so as not to dry on the surfaces.

Excess clippings in lawns to be raked up or dispersed as needed. Contractor might consider using a mulching mower to return nutrients to the lawn.

String trim the small pond, the drainage outlet area behind 75 Creek Ridge, foundations, decks, light posts, fences, street curbs, driveways, walks, and shrub or tree beds.

Height of string trimmed areas is to be comparable to mowed lawns, **NOT SCALPED.**

Mowing is to be done weekly: specify day (prefer Thursday). Any deviation from the weekly schedule requires notification to management. The HOA prefers a "natural look" to all plantings.

SPRING & FALL CLEAN-UP

Spring and fall cleanup dates to be determined as the seasons progress based on mutually agreed upon dates as set by the Wood Creek Homeowners Association and the landscaper. **All debris is to be removed from the property immediately.**

SPRING CLEAN-UP

Clean-up is to be done as soon as the ground is dry and firm enough for equipment to be used on the grounds and lawns, but not later than the first week in May.

Clean-up of all debris from **lawn and shrub beds, the retention pond area, and the drainage outlet area behind 75 Creek Ridge and 32/34 Creek Ridge, to include windfalls, small tree limbs, vegetation around pond, and budding weeds.** If piled snow caused snow mold or heavy matting of lawn, the areas will be raked. Include clean-up of any window wells. Assess lawn condition and provide detailed report to Management and an estimate of cost for any recommended repair.

FALL CLEAN-UP

Leaf clean-up of lawn, shrub beds, under decks, and window wells continuously during the weekly lawn maintenance schedule beginning as soon as the leaves begin to fall, but not later than mid-October. All leaves are to be removed from the property.

Last clean-up is to be completed before Thanksgiving. If early snow are forecasted, every attempt is to be made to do a final clean-up before snow so that leaf debris does not sit under the snow all winter.

EDGING: One time in early spring

Shrub beds, free standing mulched trees, and walks where grass adjoins these areas are to receive a 3" 40° angle - spade or mechanical edge in the spring. Edging is to be done in conjunction with spring clean up. All debris to be removed from the property immediately.

MULCH

To be turned or cultivated every year. Mulch is to be added only once every two years, except at the HOA entrance and on corner beds. Mulch will not be used from the Town of Pittsford yard that may contain chemicals and/or weed seeds.

Mulch build-up will not be higher than adjacent sidewalk nor touching the clapboards or shingles on any unit. Mulch will not be mounded in a pyramid-like manner around trees.

ADDITIONAL SERVICES:

Please provide hourly labor charge for additional work requested not provided under this contract.

WOOD CREEK HOMEOWNERS ASSOCIATION
Fertilization Specifications

General Requirements

Property must be marked with flags after each application

Contractor to provide Labels and MSDS sheets for all applications to the Property Manager

One week notice to be provided to the Property Manager for notification to all homeowners of type of treatment and watering requirements applicable.

Contractor responsible for reporting to the Property Manager any problems with the lawn requiring additional treatments or attention. The Association relies on the expertise of the contractor to supply timely information and the associated cost to rectify any problem which may develop.

Certificates of Insurance for Liability and Workers Comp with Wood Creek and Crofton Associates, Inc. as the named insured, required.

LAWN APPLICATIONS – early spring, spring, early summer & early fall

An IPM program is requested. Contractor is to monitor the lawn for signs of problems which may require action and inform Property Manager. Please describe proposed program. It is suggested this be a four-application program.

SHRUB & TREE Fertilization

- 1) Dormant oil - spring treatment to all evergreens, shrubs & crabapples.
- 2) Insect & Disease visit – Spring, Summer & Late Summer

NOTE: Contractor is One Step Tree & Lawncare, Mike Heimberger (594-1095)

**WOOD CREEK HOMEOWNERS ASSOCIATION
TREE & SHRUB BED MAINTENANCE
SPECIFICATIONS**

MONTHLY MAINTENANCE: (April- October)

All landscaped shrub beds (front and side foundation and free standing), tree beds, sidewalk cracks, and exposed window wells shall be kept weed and litter free, and litter removed from the site. All tree suckers are to be removed. Weed control may be by hand, weed deterrent or weed killer as required. Include a treatment of pre-emergent in early spring. All debris is to be removed from the property immediately. All end units that have shrubs along the exposed side are the contractor's responsibility for weeding, trimming, etc. **Any landscape beds at the rear of a unit are the homeowner's responsibility.** Contractor to assess plant condition and make recommendation for removal & replacement on a monthly basis. However, no work is to be done without authorization by the Property Manager.

TREE & SHRUB PRUNING

Have a certified arborist provide a written assessment of all mature trees on the property each year, budget permitting, or at a minimum every other year.

Contractor's supervisor or crew chief to be present during the pruning process to ensure adherence to the specifications. Management to be notified and present at the start of any pruning procedures to confirm crew's understanding of work to be performed. The HOA prefers a "natural look" to all plantings. All clippings are to be removed from the premises immediately.

Shrubs - shaping and thinning of shrubs, removal of dead, diseased or injured areas to promote growth. Emphasis placed on pruning to maintain the natural shape of the plant material. Walk areas to be kept free of plant growth. First shrub pruning to coincide with annual spring cleanup.

Early April- Rejuvenation prune all summer blooming plants (i.e.: potentilla, spirea, lilacs, rhododendron, azaleas)

Late June - Early July- Prune all shrubs

Late Sept. - Early October- Prune all shrubs.

Defining required techniques- (The Board prefers a "natural look" to all plantings.)

Thinning- selective removal of branches to the base of a shrub to keep the crown open.

Heading Back- trimming where a branch connects to another branch. Helps to keep plant size conducive to its surroundings.

Clean-up- removal of unproductive, crossing, diseased or broken branches.

Overgrown shrubs- remove one quarter to one third of the oldest branches. Any new growth to be selectively pruned during the season.

GENERAL SPECIFICATIONS:

1. If your bid to provide services is accepted by the Board of Directors, the Managing Agent, Crofton Associates, Inc will issue you an Award Letter. Once awarded, the contract shall consist of this specification, the award letter, and the contractor's bid document(s). In the event of inconsistencies between the documents, the specification shall take precedence, then the award letter, then the contractor's bid document(s).

The documents, specified in the preceding pages, represent the complete contract and cannot be altered by any verbal agreement. Any changes to the contract must be in writing and signed by both parties.

2. The Board of Directors for Wood Creek Homeowners Association (WCHOA) reserves the right to accept or reject any portion or portions of the contractor's itemized bid to provide services outlined by this specification provided that the contractor's bid document(s) do not specify otherwise.
3. No portion or portions of the work outlined by this specification may be subcontracted or assigned by the contractor without the written consent of the Managing Agent.
4. The Managing Agent for WCHOA reserves the right to cancel this agreement, with written notification delivered to the contractor's place of business, for nonperformance or poor performance of the specifications contained herein. The quality of the contractor's work shall be based solely at the Managing Agent's discretion.
5. Unless otherwise specified, the contract period shall be for one year to commence on the day the contract is awarded by letter.
6. Unless otherwise specified, itemized bills are to be presented monthly for all work done during the period. Crofton Associates, Property Manager, shall be notified within 24 hours of each visit. Bills should be sent to: Wood Creek Homeowners Association, c/o Crofton Associates, Inc., 111 Marsh Road, Suite 1, Pittsford, NY 14534.
7. It is understood that there may be items, not mentioned in the specification, which may require maintenance. Crofton Associates and WCHOA shall approve these items, in writing, BEFORE any work is done.
8. A supervisor is to inspect the site after servicing to insure all work is complete and in accordance with the WCHOA specifications. No work shall be considered complete unless it is inspected by the Property Manager and accepted. Any portion or portions of the work found to be unacceptable shall not be accepted until the contractor has corrected the work to the Property Manager's satisfaction
9. All work is to be performed Monday through Friday, 8:00 a.m. to 5:00 p.m., weather permitting, but NOT after extensive downpours or when the ground is saturated and soft. .
10. Please ensure that you will be able to provide the managing agent, Crofton Associates, Inc. with proof of workers compensation, general liability, automobile and umbrella liability insurance coverage. Your policy coverages, limits of insurance & certificate additional comment provision must be identical to those that appear on the attached sample certificate and comment language as required under contract. It is your responsibility to provide Crofton Associates, Inc. with updated certificates of coverage upon renewal of all policies.
11. No payment will be authorized unless all insurance documentation has been received and accepted by Crofton Associates, Inc.
12. If awarded the contract, a tentative summer schedule shall be provided to Management by March 1st each year.

Contractors must insert this wording into the additional comments section at the bottom of the Certificate of Insurance.

Re: Project _____ The Certificate Holder, Owner, and all other parties as required by executed contract are included as additional insured on a primary, non-contributory basis including completed operations coverage under General Liability and a waiver of subrogation applies in their favor under General Liability coverage for work performed by or on behalf of the named insured on the captioned project. Thirty (30) days notice of cancellation except for non-payment of premium applies to Certificate Holder according to the contractual obligations and as outlined by the General Liability, Auto, Umbrella and Workers' Compensation coverage's when required by executed contract. Umbrella coverage is following form without exception to the underlying General Liability coverage.

ADDENDUM TO AGREEMENT

ALL JOBS between Crofton Associates, Inc. hereinafter referred to as "Property Manager" as agent for Wood Creek HOA and G.J. Romig Property Management, herein referred to as "Contractor", as follows:

INSURANCE

The Contractor shall procure and maintain insurance for liability for damages, costs or claims in the amount and kinds hereafter provided with A rated insurance companies authorized to do business in New York State. Such policies shall embrace all operations to be performed by the contractor under the contract. The Contractor shall procure and maintain, at its own expense, all said insurance during the performance of the contract. The policy amount shall be as stated as hereinafter set forth in this contract. Property Manager shall not pay any money to any Contractor unless the Contractor has filed a Certificate of General Liability and a Certificate of Auto Liability meeting the requirements outlined below. A Certificate of Worker's Compensation is also required for contractors who are not sole proprietors. **Certificates of insurance shall name the Homeowner's Association as the insured and Crofton Associates, Inc. as the additional insured and are required within five days upon execution of this agreement.**

Contractor shall maintain the following minimum coverages:

- 1) **Commercial General Liability (CGL)** with limits of insurance not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The CGL general aggregate coverage limit, shall apply separately to each project.

In addition,

- A. CGL coverage shall be written on ISO Occurrence form CG00 01 (10/01) or a substitute form providing equivalent coverage and shall cover liability arising from premise and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- B. Crofton Associates, Inc. and Wood Creek HOA and shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11/85) (on going and product completed operations) or both CG 20 10 (10/01) (on going operations) and CG 20 37 (10/01) (product completed operations) or an equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.
- C. There shall be no endorsement of modification of the Contractors CGL policy arising from pollution, explosion, collapse, underground property damage of work performed by Contractors.
- D. Contractor shall waive all rights of subrogation against Crofton Associates, Inc. and Wood Creek HOA, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability policy (CGL).
- E. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

*E is only needed in contract addendums for construction, roofing and siding projects

2) Automobile Liability

- A. Business auto liability with limits not less than \$1,000,000 each accident.
- B. Business auto coverage must include coverage for the liability arising out of the use of all owned, leased hired and non-owned automobiles.

3) Commercial Umbrella/Excess

- A. Umbrella/excess liability limits of not less than \$1,000,000 (roofers and tree companies must provide \$2,000,000).
- B. Umbrella coverage must follow form to the CGL.

4) Workers Compensation and Employers Liability

- A. Statutory Employers Liability insurance limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit as required for New York State. The limit shall be \$500,000 in other States.
- B. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- C. Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.
- D. Workers Compensation coverage will be written to include all employees, including all executive officers.

Certificates of insurance acceptable to the Contractor shall be filed with Crofton Associates, Inc. prior to commencement of the Contractor's Work (see attached sample Certificate of Insurance). Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Contractor's commercial general liability (CGL) policy.

Certificates of insurance and the insurance policies required shall contain a provision that coverages afforded under the policies will not be cancelled, changed or allowed to expire until at least 30 days prior written notice has been given to Crofton Associates, Inc..

In the event that Contractor fails to obtain or maintain any required insurance, Crofton Associates, Inc., may purchase such insurance and back charge the expenses thereof to the Subcontract amount, or may terminate the contract.

THIRD PARTY CLAIM

The Contractor hereby agrees to indemnify and to hold Property Manager and the Community Association harmless from any claims made by any owner or any person or successor owner, or any mortgagee in possession, against the Property Manager from all damages which were caused by the work that was performed or should have been performed and completed with reasonable and acceptable care and safety by the Contractor under the terms and conditions of this contract. The Contractor agrees to make good on all work and warranties regardless of who owns this property.

INDEMNITY

To the fullest extent permissible by law, the Contractor shall protect, indemnify and hold harmless, including the payment of all reasonable attorney fees, expenses and court costs, (1) the owner, its officers, agents and/or employees; and (2) the Property Manager, its agents and employees; and (3) the owner of land upon which any operation under this contract takes place from any liability, cost, claims, loss, penalties, expenses or damage on account of any injury to person or property or both arising from the negligence of the Contractor and/or arising from the Contractor's performance of this contract. The Contractor shall defend, at its own expense, all suits which shall be brought to recover damages as a result of Contractor's negligence and/or Contractor's performance of this contract including any and all suits brought against the parties above named. The Contractor agrees to indemnify and hold the Community Association and Property Manager, including the Property Manager's agents and employees, harmless from and against reasonable attorneys fees

arising from bodily injury or death to any person and/or property damage including loss of use arising out of or in any way relating to the work performed or omission caused by the Contractor's agents or employees of the Contractor under this contract. In addition, nothing herein shall obligate Contractor to indemnify Owner against their own negligence.

CONTRACTOR USING NON-EMPLOYEES

The Contractor agrees that all work to be performed is to be completed by himself or people employed and insured directly by the Contractor. The presence of workers not directly employed and insured by the Contractor at the construction site shall constitute a breach of this contract by the Contractor. When this occurs all work completed is subject to non-payment at the discretion of the Property Manager. The Contractor shall not assign, transfer, sublet, or otherwise dispose of his right, title or interest in this contract or his power to execute this contract to any other person, firm or corporation without the previous written consent of the Property Manager.

SAFETY

The Contractor will be solely responsible for initiating, maintaining and supervising all safety precautions in connection with the work, and the Contractor will take all necessary precautions for the safety of and/or will provide the necessary protection to prevent damage, injury or loss to all employees and other persons at the workplace. The Contractor shall conform to all OSHA, Federal, State or local occupational safety requirements. The Contractor will be responsible for supervision, direction and control of its employees with no power to supervise by the Property Manager or Community Association. Any injuries occurring on the work site must be reported to the Property Manager within 24 hours of occurrence by requesting an Accident and Injury Report form from the Property Manager. Completed form must be submitted to the Property Manager within seven days of occurrence.

QUALITY AND WORKMANSHIP

- 1) If, during the course of the contract, Contractor does not supply sufficient, properly skilled workmen and materials, or fails to complete scheduled phases or the work in accordance with contract documents, or if Contractor otherwise fails to perform according to any of the terms and agreements hereof, then Property Manager may terminate the contract by giving written notice whereof, mailed or delivered to Contractor.
- 2) Contractor warrants it will perform this contract and correct any defects according to the standards set forth in the contract documents and as otherwise required by all government agencies under which the work is performed. Repairs must be completed within five (5) working days of receipt of notice unless material availability or weather prevents such performance.
- 3) Contractor shall be present at all times when the work is being conducted, or maintain a competent supervisor at the job site. The supervisor must be authorized to act on behalf of the Contractor with regard to performance of the work.

DEFAULT PROVISIONS

If contractor shall fail to commence the work, abandon the work, or fail or refuse to keep or perform any of the provisions of the contract documents or be adjudicated bankrupt or take advantage of any bankruptcy or insolvency act or make a general assignment for benefit of his creditors or if receiver be appointed on account of his insolvency, then and in each and any such event, Property Manager may terminate this agreement by giving Contractor 48 hours notice of election to do so. Property Manager may thereupon enter and take possession of the premises and the work and prosecute completion of the work in the manner deemed most appropriate by Property Manager, and Contractor shall be liable to owner for any excess cost and all damage occasioned owner inclusive of damages for delay caused by same.

NEW YORK LABOR LAW

This agreement shall be interpreted under the law of New York State. The party performing the Work under this Agreement (Promisor) shall defend and indemnify the party for whom the Work is performed, (Promisee), for any liability, loss, or other claim for damages for death, bodily injury or property damage arising out of the Work, except to the extent of any fault attributed to the Promisee. Promisor shall obtain insurance covering Promisee for any liability arising out of the work with limits not less than \$1,000,000, which shall be primary to any other insurance covering Promisee. Commencement of any part of the Work hereunder shall be deemed acceptance of this Agreement and for all purposes legally equivalent to full execution of same. These terms supersede any others which may be inconsistent.

Crofton Associates, Inc.

Property Manager

Contractor

Date

Date

Tax ID #