

**CROFTON**

Associates, Inc.

111 Marsh Road, Suite 1  
Pittsford, New York 14534

September 21, 2015

Magic Plowing  
Attn: Dan Baughman  
293 Cobb Terr.  
Rochester, NY 14620

Re: Wood Creek Homeowners Association

Dear Dan:

The Board of Directors at Wood Creek has approved your proposal for unlimited plowing and shoveling services during the 2015-2016 season, 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. Plowing will be billed at \$22,500.00 +tax. The Board has also authorized acceptance of a 2<sup>nd</sup> year of plowing at the same rate. Shovel, roof raking and salt trips will be billed separately.

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.

# Estimate

## Magic Plowing


293 Cobb Terr  
Rochester, NY 14620

AUG 20 2015

DATE: 8/20/2015

ADDRESS: Crofton Associates  
111 Marsh Rd  
Pittsford, NY 14534  
Attn: Connie

COMMENTS Wood Creek HOA  
2015-2016

SERVICE	DESCRIPTION	RATE	AMOUNT
Snow Plowing	Snow Plowing for 2015-2016 Season Unlimited Contract		\$22,500.00
	Shoveling Walkways, Garage fronts, and Mailboxes		\$525/Trip
	Roof Raking		\$750/Trip
	Salt Runs		\$225/ Trip
	<ul style="list-style-type: none"> <li>- Snow Plowing of parking lot will begin when 3 inches of snow has accumulated</li> <li>- Every effort will be made to have snow plowing completed by 6:30am, and 4:00pm however due to many factors and variables; this is not a guarantee but is our goal.</li> <li>- We will stack snow in lawn areas unless otherwise specified by Crofton personnel.</li> <li>- Any lawn, or curb damage will be repaired after the season is completed.</li> <li>- This contract price is for unlimited trips as needed during the 2015-2016 plowing season.</li> </ul> <p>Additional Services are available upon request:</p> <ul style="list-style-type: none"> <li>- Loader service \$125 per hour (2 hour min.)</li> <li>- Dump truck service \$75 per hour (2 hour min.)</li> </ul> <p>*NYS Sales tax applicable</p> <p>THANK YOU FOR YOUR BUSINESS!</p>		
	 Per BOB APPROVED 9/21/15		
	* 2 year contract for Plow portion 1 year for shovel, Roof + Salt.	Total	To be determined

OPB

Wood Creek Homeowners Association  
Snow Removal Specifications  
2015-2016

**SCOPE OF WORK**

The work provided for in these specifications shall consist of furnishing all labor, materials, and equipment; and performing all work necessary to accomplish salting, and plowing Wood Creek Homeowners Association (HOA) streets, the visitor's parking area, and driveways during snow and ice storms; together with other incidental and related work as set forth in these specifications, or as directed by the Proper Administrator, Crofton Associates or their designated agent.

**PLANS: LOCATIONS AND ESTIMATED AREAS**

All work is located in the Wood Creek Homeowner's Association Property. A map is provided as Attachment #1 showing the areas covered by this contract.

1. Plowing of all driveways, visitor parking area, and Association roadways, EXCEPT Wood Creek Drive, which is a Town of Pittsford roadway.
2. Plowing to commence when there are **3.00** inches of snowfall. Plowing contractor is responsible for monitoring snowfall and drifting snow.
3. Before the snow plowing season begins, the Contractor is responsible to properly stake all driveway stairs on upper Creek Ridge, corner areas on driveways and roadways, using non-wood, reflective stakes that extend **4.00** feet above the ground. Sufficient height must be provided to insure that the drivers of the trucks can clearly see where the driveways and roads are. The intent is to minimize damage to shrubs and lawns. All damage from snow removal operations are the responsibility of the contractor, and 20% retainage will be deducted from the final invoice until repairs are made satisfactorily.
4. The visitor's parking area is to be kept clean of snow as this area is used frequently by the Associations residents. During a heavy snow, if the area is required for temporary snow placement, the contractor may use one end of visitor's parking to dump snow.
5. Night snowfall: plowing to be completed by 6:00 to 7:00 am.
6. Daytime snowfall: plowing to be completed by 4:00-4:30 p.m.
7. Salting will be authorized by the Management Company. However, during heavy snow or ice, contractor has authority to salt at his discretion up to four (4) salt runs per season. After that, the contractor can monitor and call the Management Company when he thinks another salt run is necessary.
8. Storing a skid steer on the property is requested to move snow during large snow events.
9. Additional use of heavy equipment (ie loaders) must be approved by the Management Company.
10. Payment is monthly with 20% withheld from the final payment. Payment will be made in 5 monthly installments from December through April. The retainer will be returned after the Management Company inspects and approves repairs of any damage. Repairs are to be made with quality topsoil and seed, staked, and completed within 2 weeks after the Property Manager has notified the contractor.

This property requires a high quality of workmanship. The Association would like to see three plow trucks on site but will accept other equipment to handle the job. They would prefer snow blowers be used for all driveways. Snow blowers provide a neater look, and can throw the snow further rather than creating visibility-impairing piles at the ends of driveways and at corners. Plow to within 1 foot of the garage door, unless using snow blowers that allow clearing up to the doors. Should you have equipment failure or personnel problems, you must notify Crofton Associates to discuss the solution. The Management Company may help. Each trip is to be called in to the management office the next day.

#### SHOVELING OF UNIT SIDEWALKS FROM DRIVEWAY TO FRONT DOOR

1. Shoveling to commence when there are **3:00** inches of snowfall. Shoveling contractor is responsible for monitoring snowfall and drifting snow.
2. Shoveling in front of garage doors is requested.
3. Shoveling of stairs along driveways on upper Creek Ridge is requested.
4. Night snowfall: shoveling to be completed by 9:00 to 10:00 am.
5. Daytime snowfall: shoveling to be completed by 4:00-4:30 p.m.
6. Salting will be authorized by the Management Company. However, during heavy snow or ice, contractor has authority to salt at his discretion up to six (6) salt times per season on icy sidewalk areas. Salting of sidewalks and amount of walkway to be salted is at the discretion of the contractor. After that, the contractor can monitor and call the Management Company when he thinks another salt run is necessary. It is not necessary to salt the entire sidewalk.
7. The Association would prefer shovels be used to clear sidewalks. Snow blowers may be used for snow depths above **3.00** inches, or in cases of particularly heavy snows. The contractor must give particular attention to exposed intake and exhaust furnace and hot water pipes, so as not to bury them especially with snow blower cast snow.

## CONTRACT NOTES:

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 above, 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 HOA** 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) doesn't 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 **Wood Creek HOA** 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 upon the Board's and the Managing Agent's discretion.
5. Unless otherwise specified, the contract period shall be for  2  year(s) 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 HOA**, c/o Crofton Associates, Inc., 111 Marsh Road, Pittsford, NY 14534.
7. It is understood that there may be items, not mentioned in the specification, which may require maintenance. Crofton Associates and the **Wood Creek HOA** 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 **Wood Creek HOA** 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. 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.
10. No payment will be authorized unless all insurance documentation has been received and accepted by Crofton Associates, Inc.

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 Magic Plowing, 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 #