# Westbury Condominium Association, Inc. Janitorial Services with Admiral Cleaning, Inc. 2008-2010

# (1) WORK

For the consideration herein provided Admiral Cleaning shall perform all of the work described and provided for in the attached specifications, which are a part of this agreement. Admiral Cleaning will provide labor, materials, supplied and equipment required to perform this work unless the specifications provide that certain materials or supplied are to be provided by Westbury Condominium Association.

# (2) TERM

Unless sooner terminated as hereinafter provided, the term of this agreement shall commence on March 1<sup>st</sup>, 2008 and shall end on February 28<sup>th</sup>, 2010. Note, either party may terminate this Agreement with thirty days written notice to the other party during the term of this agreement.

(3) CONTRACT PRICE \$16,583.52 PLUS TAX = \$17,578.56 PER YEAR INCLUDING TAX

Admiral Cleaning will be paid \$12,168 plus any applicable taxes. Payments are to be made monthly in equal installments for scheduled work. Any changes or supplementary work to be billed monthly.

# (4) WORKMANSHIP

All work performed under the Agreement shall be accomplished in conformance with any and all applicable codes, regulations or requirements of the Town of West Hartford, State of Connecticut or other governmental authority. Admiral Cleaning is to be responsible for any damage to any unit or any common area resulting from performance of work by their employees.

### (5) INSURANCE

On or before the date of execution of the Agreement, Admiral Cleaning shall supply Westbury Condominium Association with sufficient evidence of the following insurance coverage in full force and effect for purposes of this project;

- (a) Liability insurance covering Admiral Cleaning on this project for any personal injury, death, sickness or disease caused by the Admiral Cleaning, its agents, employees or subcontractors to the extent of at least \$1,000,000
- (b) Liability insurance covering Admiral Cleaning on this project for any property damage caused by Admiral Cleaning, its agents, employees or subcontractors to the extent of at least \$1,000,000

(c) Certificate of Workers' Compensation insurance covering all persons who will work on this project, in the event of injury arising out of the course of his or her employment.

### (6) EXTRA COSTS

Admiral Cleaning need not perform and Westbury Condominium Association need not pay for any extra work or additional work not covered in the Agreement unless and until the parties to the Agreement execute, in writing, a written change order for said extra work containing a description of the work to be performed and the payment due.

# (7) DISTURBANCE

Admiral Cleaning, its agents, employees and subcontractors shall perform the work in a manner so as to present the least possible disturbance to the residents of Westbury Condominium Association.

# (8) ATTORNEY'S FEES

In the event of default under the terms of the Agreement by Admiral Cleaning, Admiral Cleaning shall pay the cost incurred, including a reasonable attorney's fee, by Westbury incurred in defending or prosecuting the rights of Westbury Condominium Association under the Agreement.

# (9) ASSIGNMENT

Admiral Cleaning shall act as an independent contractor. Neither Admiral Cleaning nor Westbury Condominium Association will assign any rights under the contract.

# (10) WAIVER

Admiral Cleaning shall indemnify Westbury Condominium Association against all liability or loss and against all claims or actions based upon and arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the contract or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or action. Admiral Cleaning shall also indemnify Westbury Condominium Association against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Admiral Cleanings employees who are engaged in performance of the Agreement.

### (11) COMPLETE AGREEMENT

This document and exhibit attached hereto and made a part hereof represent the complete Agreement.

# (12) ARBITRATION/MEDIATION

Any controversy or claim arising out of; or relating to this contract, or the breach thereof, can be settled by arbitration in accordance with the Rules of the American Arbitration Association, and

judgment upon the award rendered by the arbitrators may be entered in any superior court having jurisdiction thereof. Any such arbitration/mediation shall be undertaken in accordance with and governed by the laws of the State of Connecticut.

# (13) TERMINATION

Westbury Condominium Association, Inc. reserves the right to terminate this contract in the event of non-compliance with the contract by Admiral Cleaning. If violations continue after three warnings to Admiral Cleaning, this Agreement can be cancelled with five (5) days written notice.

Date 3/31/08

Admiral Chaning Inc

Contractor License Number:

Date 4-4-08

Westbury Condominium Association, Inc.:

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# WESTBURY CONDOMINIUM ASSOCIATION

# 869 Farmington Avenue 20 & 30 Outlook Avenue West Hartford, Connecticut

# JANITORIAL SERVICES SPECIFICATIONS

# Buildings 869, 20 & 30

# Every Monday, Wednesday, Friday & Saturday

- Empty Trash Compactors
- Sweep & Wash Trash Compactor Room
- Clean Glass in all Front & Rear Entry Doors

# Once per Week in Each Building

All Front & Rear Main Entrances to Each Building

- Vacuum, sweep, wash stone lobby floors
- Clean walls
- Clean mirror glass in lobby
- Clean mailboxes on outside
- Wash windows on inside of each stairwell
- Replace burnt out lights

Laundry Rooms (one in each building)

- Sweep and wash floors
- Dust mop walls and around windows
- Wipe all machines on outside
- Empty all trash & lint bins
- Clean bathroom & toilet located off laundry room

# Common Halls & Stairwells

- Sweep stairs to basement
- Vacuum carpet all 3 floors each building
- Clean walls in stairwell & wipe handrails

# Elevators

Vacuum, clean walls and doors

# Outside Rear Entrances

- Check drains at stairs by rear doors - clean debris

# **Every Monday**

Pick up recyclables outside each unit entry door; remove and sort to outside bins – cans, glass, cardboard & newspaper

# Monthly (once per month)

- Sweep and wash basement floors
- Dust common area Venetian blinds
- Scrub and refinish stone floor in each lobby

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# Quarterly (once every 3 months)

- Wash ceiling and vents in elevators
- Wash all light fixtures located in common halls and stairwells

The following work is to be done in the months noted:

- MAY put out lawn furniture (3 tables and chairs for each table)
- APRIL & DECEMBER Schedule and sweep garage interiors
- NOVEMBER Put away lawn furniture (3 tables and chairs for each table)

Bids with references and certificates of insurance must be received on or before November 10, 2005.