

CONSTRUCTION CONTRACT

This AGREEMENT made this 22nd day of November 2015 by and between **Specialty Building LLC**, a Connecticut limited liability corporation (the "Contractor") and **WESTBURY CONDOMINIUMS ASSOCIATION, INC.**, a Connecticut nonprofit corporation (the "Owner").

WITNESSETH:

WHEREAS, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Contractor's Work.** The Contractor shall supply all necessary material and shall perform and/or furnish all labor necessary for the general construction and woodwork of the Owner's buildings at 20 Outlook Avenue, 30 Outlook Avenue and 869 Farmington Avenue, West Hartford, Connecticut, in strict accordance with the plans and specifications prepared by (Tim Wooldridge "Engineer"), which are dated and attached hereto as Exhibit A, and subject in every detail to the supervision and satisfaction of the Owner or its duly authorized representative.

2. **Purchase Price.** The Owner shall pay the Contractor the total purchase price of ONE HUNDRED ONE THOUSAND NINETY AND 16/100 (\$101,090.16) DOLLARS. The total purchase price includes all applicable permit fees, Federal, county, municipal and other taxes or fees imposed by law. Connecticut state sales tax is not included.

3. **Terms of Payment.** Progress payments to be made in accordance to the schedule described in Exhibit A. The Contractor shall deliver to the Owner a detailed statement showing the value of work completed during the previous month. No later than 10 days after receipt of this application for payment, the Owner shall pay the Contractor 100% of this detailed statement as approved by the Owner or its authorized representative. The final \$8,000 due the contractor shall be withheld as retainage until final inspection and approval of completed work by the Owner or its authorized representative.

Each application for payment shall include evidence satisfactory to the Owner that all obligations resulting from the Contractor's performance to that point have been satisfied. The Contractor warrants that, in order to induce the Owner to release any partial or full payment, it has paid all claims for

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labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to the date of requisition.

No payment made hereunder, including the final payment, shall be construed as an acceptance of defective work or improper materials.

The Contractor, upon receipt of each requisition payment, shall release and discharge the Owner of and from any and all liabilities and obligations in any way related to or arising out of this contract up to and including the date of each payment. In exchange for each payment, the Contractor shall provide the Owner with the completed waiver and release forms attached hereto as Exhibit B and Exhibit C. The Contractor will provide similar forms from all of the Contractor's suppliers and subcontractors.

4. **Time of the Work.** The Contractor shall start its work by December 15, 2015 and shall complete the work by May 31, 2016. The Contractor shall prosecute its work with such diligence and dispatch as not to delay or retard the progress and completion of the project. It is understood and agreed that time is of the essence.

Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the Owner shall be at liberty, after three days written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract; and if such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for the said work, complete the work included under this contract, and to employ any other person or persons to finish the work and to provide the materials therefore. In case of such termination of the employment of the Contractor, it shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Owner in finishing the work, such excess shall be paid by the Owner to

the Contractor; but if such expense exceed such unpaid balance, the Contractor shall pay the difference to the Owner. All expenses, including legal fees, collection fees, and court fees, incurred by the Owner either for furnishing materials or finishing the work, and/or any damage incurred through such default, shall be chargeable to the Contractor.

5. **Changes and Claims.** No additions or deletions shall be made in the work unless authorized in writing by the Owner. The Owner may, at any time, unilaterally or by agreement with the Contractor, make changes in the work.

The Contractor shall submit all claims, including claims for adjustment in the contract price, in writing to the Owner within five (5) days from the beginning of the event for which the claim is made; otherwise, such claim will be deemed waived.

6. **Coordination of the Work.** The Contractor shall be responsible for coordinating its work with the Owner, any designated owners representative, and all other contractors.

7. **Insurance.** The Contractor, at its own expense, shall obtain and maintain until the work is finally accepted by the Owner, insurance with the following minimum limits:

Workers Compensation	Statutory
Employer's Liability	\$100,000 each accident \$100,000 disease each employee \$500,000 disease Policy Limit
General Liability	Bodily Injury/Property Damage \$1,000,000 each occurrence \$1,000,000 Product & Completed Operations \$2,000,000 aggregate per project
Automobile Liability	Bodily Injury \$1,000,000 each person \$1,000,000 each accident Property Damage \$1,000,000 each accident
Umbrella	Bodily Injury/Property Damage

\$1,000,000 each occurrence
\$1,000,000 aggregate per project

The Owner shall be listed as an additional insured, the policies shall conform with all requirements of state law, and all subrogation rights against the Owner shall be waived. The Contractor shall furnish the Owner with certificates of insurance before starting work, as evidence that all insurance required herein is in full force and effect.

The Contractor shall include coverage for its subcontractors in its policy or submit similar insurance certification from each of its subcontractors before the work commences. The Contractor shall indemnify the Owner for any loss suffered from the failure of any subcontractors to be so insured.

8. **Removal of Debris and Clean Up.** The Contractor shall keep the project, including storage areas used by it, free from the Contractor's rubbish, waste, material, equipment and debris. Upon completion of the work, the Contractor shall clean up and remove from the premises all rubbish, waste, material, equipment and debris due to its work. If the Contractor fails in this regard, the Owner, without notice to the Contractor, shall have the right to remove same and charge the cost thereof to the Contractor.

9. **Liability.** To the fullest extent permitted by law, the Contractor shall be liable for and shall protect, defend, indemnify, and hold harmless the Owner and its officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work, provided that (i) any such claim, cost, loss or damages is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of the Contractor or by anyone directly or indirectly employed by the Contractor to perform or furnish any of the work, or anyone for whose acts any of them may be liable.

In any or all claims against the Owner or its consultants, agents, officers, directors, or employees (or the survivor or personal representative or such employee) of the Contractor, any subcontractor, supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, supplier, or other person or organization under workers compensation acts, disability benefit acts, or other employee benefit acts.

10. **Safety.** The Contractor agrees that the prevention of accidents to workers engaged in the work is the responsibility of the Contractor, and the Contractor shall maintain a safe and healthful working environment for the Contractor's employees, subcontractors, and suppliers and shall comply with the requirements of OSHA Safety and Health Standards, and all other applicable laws, regulations, and standards. The Contractor hereby agrees to indemnify and hold the Owner harmless from any claims, losses, damages, expenses (including legal fees), and penalties incurred by the Owner arising as a result of the Contractor's failure to comply with said safety laws, ordinances, rules, or regulations.

11. **Inspections.** The Contractor will permit the inspection of the work by the Owner and its representatives, including the Engineer.

12. **Quality of Construction and Warranty.** The work shall be performed in a good and workmanlike manner using new material of a first-rate quality or as otherwise specified in the plans and specifications. In the absence of a specific quality described in the specifications, the standard of first-rate quality shall apply. For a period of 1 year from project completion, the Contractor shall, at its own cost and expense, promptly remedy any defects resulting from faulty workmanship or materials. The provisions of this section apply to work done by subcontractors as well as to work done by direct agents and employees of the Contractor.

13. **Warranties of Manufacturers.** The Contractor hereby

agrees to assign to the Owners any and all guaranties or warranties provided by the manufacturer or any other party for materials used in connection with the work.

14. **Representation.** To induce the Owner to enter into this Agreement, the Contractor hereby represents and warrants to the Owner that the Contractor has received no notice of any violation of any state, federal or local law, order, rule, regulation or statute with respect to the conduct of its business, and all of the Contractor's agents and subcontractors shall be properly licensed.

15. **Subcontractors.** The Contractor agrees not to employ any subcontractors without prior written notice to, and approval by, the Owner.

16. **Resolution of Disputes.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by, and in accordance with the construction arbitration rules of, either the American Arbitration Association or the American Dispute Resolution Center, Inc. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration hearings shall be held in Hartford County, Connecticut. The prevailing party shall be entitled to recover its costs and attorney's fees from the non-prevailing party.

17. **Severability and Waiver.** If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. Any failure by the Owner, at any time, to enforce any of the terms of this contract, or to exercise any right herein, shall not constitute a waiver of such terms, covenants, conditions, or right, or the Owner's enforcement rights herein.

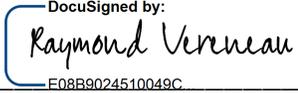
18. **Complete Agreement.** This contract constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing

and signed by both parties. This contract replaces any and all prior agreements between the parties.

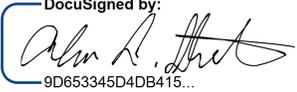
19. **Survival.** The parties hereby agree that the representations, covenants, terms and conditions of the contract shall survive the completion of the work and payment of the total purchase price.

20. **Applicable Law.** The laws of the State of Connecticut shall govern the rights of the parties hereto and the construction of this contract.

Specialty Building LLC.

By:  Raymond Vereneau 11/24/2015
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WESTBURY CONDOMINIUMS ASSOCIATION, INC.

By:  11/22/2015
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President
Alan Shechtman

Exhibit A

Specialty Building LLC.

1. Progress Payment Schedule:

- i. Upon ordering of all molding and trim for the entire project, The Westbury shall be invoiced and pay \$30,000 for lumber for entire project
 - ii. Remaining progress payments per contract language
2. Specifications as per Timothy R. Wooldridge Interiors dated June 27, 2015 and revisions dated October 3, 2015.
 3. Payments when requested to be approved by Tim Wooldridge Interiors.
 4. Contractor shall keep project clean and remove all debris as necessary.
 5. Molding Specifications :Garden State Products Corp. Moulding Crown # SBC514 Pine 5/8" X S 3/8"
 6. Chalrail Moldings Astragal # WM 133 11/16" X 1 3/4"
 7. Specifications Included describing Marine adhesive as described at earlier meeting with board members.
 8. Molding to be located at Miner Lumber Canton,CT' [8606934111](tel:8606934111) contact David Miner / Renaissance -A Painting Company - 160 Oak St #308 [860-633-1598](tel:860-633-1598) Contact Mark Coley
 9. Molding will be paid in full and stored at either or both locations.

TIMOTHY R. WOOLDRIDGE INTERIORS

June 27, 2015

Contractors Specifications for Bidding on Renovation of the Three (3) Westbury Condominium Buildings Located at 869 Farmington Avenue and 20 and 30 Outlook Avenue West Hartford, CT.

This work is to be done under the supervision of the Contractor who is hired by the Board of Directors of the Westbury Condominium Association (Hereinafter referred to as The Association) The contractor will be under the supervision of Timothy R. Wooldridge Interiors as the representative of The Association. All work is to be done in a timely and workman like manner using knowledge and recommendations for performing the services which meet generally acceptable standards in the community and region, and will provide a standard of care equal to, or superior to, that used by the contractors on similar projects. The contractors will provide a warrantee to The Association on work and material done by both themselves and any third parties that they have engaged to work on the aforementioned design project.

The Scope of work is as follows:

The Association will decide which building is to be the first renovated at which time the Contractor and his subcontractors will undertake the following tasks on a floor by floor basis.

1. Remove the mirrors in the entrance foyers. All mirrors around the elevators will remain intact
2. Remove all and paneling from the foyers and hallways.
3. Remove all baseboards from the foyers and hallways. Do not remove any baseboard from the lobbies where there is a slate floor. Do electrical work as necessary. Add a duplex receptacle to the west wall of the first floor hallway of building number 30 Outlook Avenue at a place to be decided by both the electrician and T.R. Wooldridge Interiors. Remove the soffit valance lighting in building number 30 Outlook Avenue and replace with ceiling mounted fixtures to be chosen by T.R. Wooldridge Interiors and supplied by the electrical contractor. Sconce lighting in the staircase hallways is to be replaced as per the direction of The Association. All sconce fixtures will be chosen by T.R. Wooldridge Interiors and be supplied by the electrical contractor.
4. All resident doorways throughout the buildings will have a brass finished sweep applied at the bottom of the doorway. Door hardware and door sweeps are to be chosen by T.R. Wooldridge Interiors and they are to be supplied by the contractor chosen by The Association to complete this renovation project.

T.R Wooldridge Interiors
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Westbury Condominium Association
Contractor Bid Specifications
June 27, 2015
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5. Add crown moldings, chair rail with applied molding paneling below chair rail to all foyers, hallways and vestibules. Location and size of panel molding shall be determined by T.R.Wooldridge Interiors with the largest size to be approximately five (5') feet by thirty (30") inches. All molding styles are to be chosen by T.R.Wooldridge Interiors and supplied and installed by the contractors.

6. A framed cork bulletin board will be installed at the bottom of each rear staircase at the exit level. In the front vestibule of each building there will be a USPS approved secured outgoing mailbox installed and also in each vestibule entrance there will be a hanging rod for realtor lock box keys installed. The Contractor will install up to nine (9) pieces of art work which will be approved by The Board of Directors of The Association in each hallway at a location to be determined by T.R. Wooldridge Interiors.

7. All contractors and their associates or employees will do all work to meet industry standards or better and will cause as little inconvenience to the residents of the Westbury Condominium Association as possible. There will be NO smoking allowed on the grounds of The Association Property at ANYTIME by anyone involved in this renovation project.

8. The ceiling light fixtures in the hallways of all the buildings shall be replaced as necessary. The sconce lighting in the middle staircases in building #969 Farmington Avenue and #20 Outlook Avenue will be replaced as necessary. These light fixtures will be supplied by the designer.

9. In building #30 Outlook Avenue an additional duplex plug shall be installed in the hallway on the first floor of the building on the north east wall as by designer's instructions. The soffit lighting in the vestibule and the foyer of building #30 will be removed and two ceiling fixtures shall be installed in each of these locations.



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Narrow by:

- Color**
 - Mahogany (1)
 - Black (2)
 - Tan (1)
 - White (4)
- Container Volume**
 - 0.1 Gallon (4)
 - 1 fl oz (US) (1)
 - 3 fl oz (US) (2)
 - 5 Gallon (1)

Products and Purchase Options:

8 Results (Displaying results 1-8)

1

3M ID	UPC	Marketplace Formal Name	Color	Container Volume
60980109346	00051135065020	3M™ Marine Adhesive Sealant 5200 Mahogany, PN06502, 1/10 Gallon Cartridge, 12 per case	Mahogany	0.1 Gallon

AS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles G. Marcus Agency, Inc. 842 Silas Deane Highway P.O. Box 290756 Wethersfield, CT 06129-0756 Charles G. Marcus Agency, Inc.		CONTACT NAME PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: SPECI-3	
INSURED Specialty Building LLC 640 Shuttle Meadow Ave New Britain, CT 06052	INSURER(S) AFFORDING COVERAGE		NAIC # 14788
	INSURER A : MSA GROUP		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		MPS87691	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		B1S87691	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		CUS87691	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCS87691	07/01/2015	07/01/2016	WC STAT. TORT LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER WESTBURY CONDOMINIUM ASSOC 189 FARMINGTON AVE 20 & 30 OUTLOOK AVE WEST HARTFORD, CT	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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