

CONSTRUCTION CONTRACT

This AGREEMENT made this 27th day of October 2010 by and between **PRIORITY CONSTRUCTION SERVICES, 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 equipment and shall perform and/or furnish all labor necessary for the front entry refurbishment at the Owner's buildings at 20 Outlook Avenue, 30 Outlook Ave. and 869 Farmington Avenue, West Hartford, Connecticut, in strict accordance with the plans and specifications prepared by Oak Park Architects (the "Engineer"), which are 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 TWENTY FOUR THOUSAND TWO HUNDRED ONE (\$24,201.00) DOLLARS. This sum represents the base bid, alternate number one (1) as stated in Exhibit A. The total purchase price includes all applicable permit fees, Federal, State, county, municipal and other taxes or fees imposed by law.

3. **Terms of Payment.** The Contractor shall deliver to the Owner a detailed statement showing the value of work completed. No later than 10 days after receipt of this application for payment, the Owner shall pay the Contractor 100% of this detailed statement amount as approved 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 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 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 NOVEMBER 1, 2010 and shall complete the work by NOVEMBER 25, 2010. The Contractor shall prosecute its work with such diligence and dispatch as not to delay or retard the progress and completion of the project weather permitting. 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 (2) 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, the Engineer or a Clerk Of the Works employed by The Westbury.

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
General Liability	Bodily Injury/Property Damage \$1,000,000 each occurrence \$1,000,000 Product & Completed Operations \$2,000,000 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, the Contractor shall, at its own cost and expense, promptly remedy any defects resulting from faulty workmanship, equipment, 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.

PRIORITY CONSTRUCTION SERVICES, LLC.

By:  11/3/2010
President

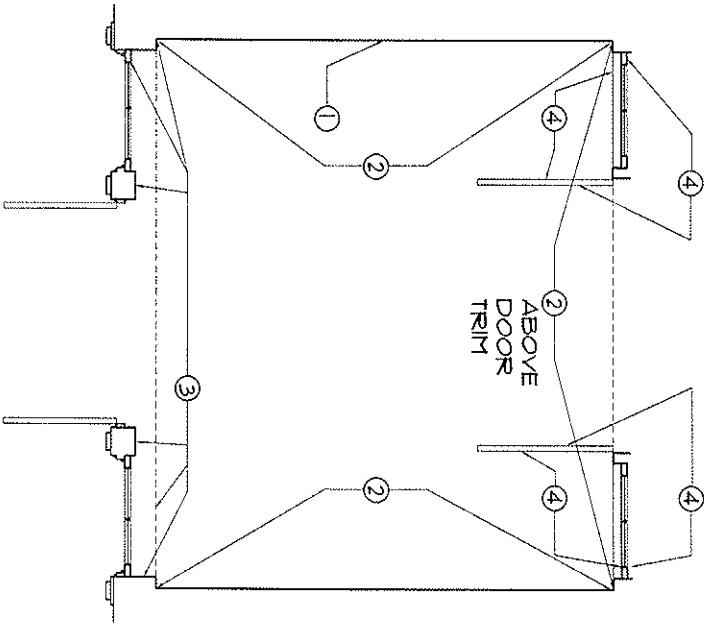
WESTBURY CONDOMINIUMS ASSOCIATION, INC.

By:  11/3/2010
Alan Shechtman
President

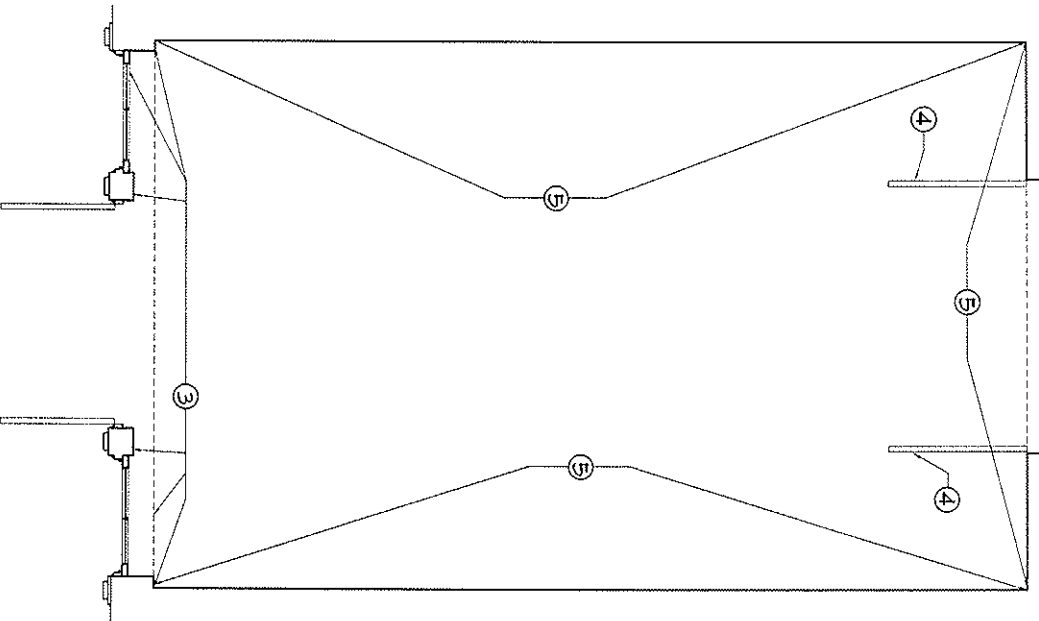
EXHIBIT A

869 FARMINGTON AVENUE, 20 AND 30 OUTLOOK AVENUE

1. EXISTING SHELVES AND BRACKET AND RE-MOUNT AFTER PAINT WORK
2. RE-ATTACH ALL LOOSE PANELING AND TRIM. SET ALL NAILS. FILL ALL VOIDS AND NICKS. LIGHTLY SAND EXISTING PANELING, BASE TRIM AND CROWN MOULDING WITH TWO COATS OF FINISH PAINT.
3. SET ALL NAILS. FILL ALL VOIDS AND NICKS. LIGHTLY SAND EXISTING PAINTED SURFACE AND PAINT WITH TWO COATS OF FINISH PAINT.
4. FOR EXISTING DOORS, SIDELIGHTS AND TRIMS AND BRACES-FILL ALL HOLES AND NICKS. SAND SURFACES AND PREPARE FOR NATURAL FINISH. COAT WOOD WORK WITH TWO COATS OF SATIN POLYURETHANE.
5. FILL ALL VOIDS AND NICKS. LIGHTLY SAND ALL EXISTING WOOD WORK AND PREPARE FOR NATURAL FINISH. COAT WOOD WORK WITH ONE COAT OF SATIN POLYURETHANE.
6. CARRY AN ALLOWANCE OF \$2500 FOR REPLACEMENT OF EXISTING HARDWARE IN ALL THREE LOBBIES.



A PLAN OF 869 FARMINGTON AVE. & 20 OUTLOOK AVE.
A-3 SCALE: 3/8" = 1'-0"



B PLAN OF 869 FARMINGTON AVE. & 20 OUTLOOK AVE.
A-3 SCALE: 3/8" = 1'-0"

869 FARMINGTON AVENUE, 20 & 30 OUTLOOK AVENUE PLANS

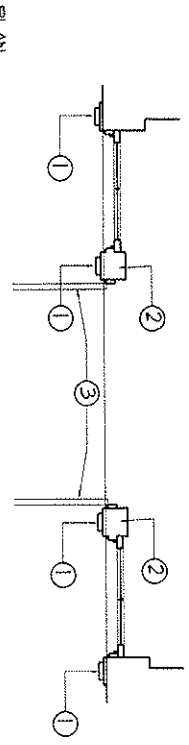
WESTBURY CONDOMINIUMS
869 FARMINGTON AVENUE
AND
20 & 30 OUTLOOK AVENUE
WEST HARTFORD, CT



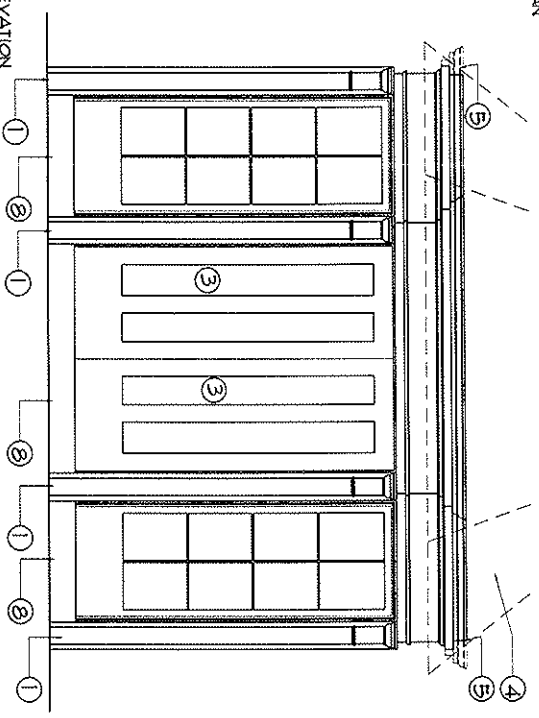
DRAWING NO.

A-3

DATE: 9-12-2010
SCALE: AS NOTED



A PLAN & ELEVATION
 SCALE: 3/8" = 1'-0"



869 FARMINGTON AVENUE AND 20 OUTLOOK AVENUE

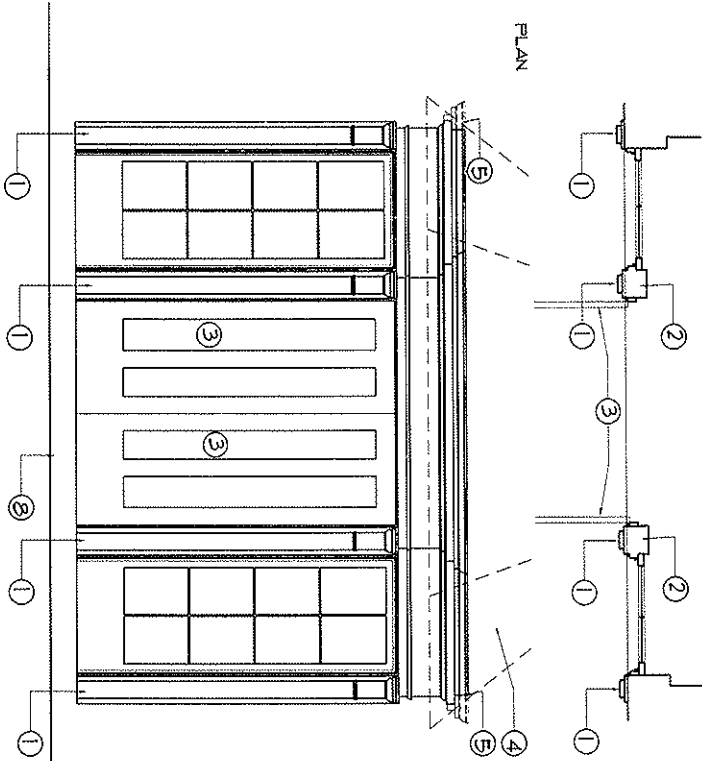
1. REMOVE AND REPLACE EXISTING 1"x3" AND 5/4" X 4-1/2" VERTICAL PINE TRIM. ALL NEW MILL WORK TRIM TO BE A MINIMUM 2" SELECT CLEAR PINE THAT IS PRIMED AND PAINTED ON ALL FOUR SIDES PLUS END CUTS PRIOR TO INSTALLATION. ALL FASTENERS SHALL BE HOT DIPPED GALVANIZED, CORNER SUNK, AND ALL NAIL HOLES SHALL BE SEALED WITH PUDDY PRIOR TO FINAL PAINTING.
2. REMOVE EXISTING INTERIOR TRIM BOARDS AT DOOR TO SIDE LIGHT MILLIONS. REFASTEN EXISTING HORIZONTAL BLOCKING AT TOP, MIDDLE AND BOTTOM USING 3" LONG SCREWS. INSTALL NEW 2"x2" HORIZONTAL BLOCKING FROM THE EXTERIOR SIDE OF THE MILLION AND FASTEN TO THE JAMBS USING 3" LONG SCREWS. LOCATE THE NEW BLOCKING DIRECTLY BEHIND THE DOOR HINGE LOCATIONS. REINSTALL EXISTING INTERIOR TRIM, PUTTY ALL HOLES AND REPAINT ALL INTERIOR TRIM AND DOORS.
3. REMOVE THE EXISTING PAIR OF DOORS AND THEIR HINGES TAKING CARE TO MARK THE ORIGINAL LOCATION OF EACH PAIR OF HINGES AND THEIR PINS. REMOVE THE EXISTING SHIMS OBSERVED AND REBENT THE EXISTING DOORS IN A NON-BEARING MANNER. REPLACE EXISTING SCREWS WITH NEW AND LONGER SCREWS AS REQUIRED. LONGER REPLACEMENT SCREWS SHOULD BE USED ON THE JAMB SIDE OF THE HINGE SO THAT THE SCREWS PENETRATE INTO THE NEW HORIZONTAL BLOCKING.
4. REMOVE EXISTING AWNINGS AND REINSTALL AFTER COMPLETION OF WORK AS DESCRIBED IN ITEM 5 BELOW.
5. NEATLY CUT EXISTING CORNICE. PROVIDE END AND TOP CAPS MAKE OF CLEAR PINE. CUT END CAPS TO FOLLOW PROFILE OF CORNICE. PRIME END AND TOP CAPS AND INSTALL AS DESCRIBED IN ITEM 1 ABOVE PROVIDE LEAD COAT COPPER FLASHING COVERING THE TOP CAP WITH ENDS FOLDED 1/2" DOWN THE FACE OF THE CAP. FLASHING IS TO BE EMBEDDED IN BRICK JOINT AT THE SAME ELEVATION AS THE EXISTING FLASHING JOINT HEIGHT. SEAL FLASHING TO BRICK JOINT. SEAL ALL NEW TOP AND END CAP JOINTS TO EXISTING TRIM/CORNICE.
6. CONTRACTOR IS TO CARRY AN ALLOWANCE OF 1/2000 FOR THE REPLACEMENT OF ANY TRIM OR MOLDING BEYOND THE WORK DESCRIBED ABOVE. THE CONTRACTOR WILL SURVEY THE EXISTING TRIM AND MOLDING CONDITIONS AND REVIEW WITH THE OWNER AND ARCHITECT FOR REPLACEMENT REQUIREMENTS AND COST PRIOR TO WORK.
1. SCRAPE AND SAND THE ENTRY EXTERIOR SURFACE OF ALL MILLWORK AND THE EXISTING DOORS, CALLK ALL JOINTS TO MAKE WEATHERPROOF, PRIME AND PAINT ALL SURFACES WITH TWO COATS OF EXTERIOR PAINT. COLORS TO MATCH EXISTING, OR AS SELECTED BY THE ASSOCIATION.
2. REMOVE AND REPLACE ANY CRACKED OR LOOSE CONCRETE. PATCH SMOOTH AND PAINT ENTIRE CONCRETE AREA

869 FARMINGTON AVENUE AND 20 OUTLOOK AVENUE FRONT ELEVATION

WESTBURY CONDOMINIUMS
 869 FARMINGTON AVENUE AND
 20 & 30 OUTLOOK AVENUE
 WEST HARTFORD, CT



DRAWING NO.
A-1
 DATE: 9-12-2019
 SCALE: AS NOTED



ELEVATION
 A PLAN & ELEVATION
 A-2 SCALE: 3/8" = 1'-0"

30 OUTLOOK AVENUE

1. REMOVE AND REPLACE EXISTING 1"x3" AND 5/4" X 4-1/2" VERTICAL PINE TRIM. ALL NEW MILL WORK TRIM TO BE A THINNET "D" SELECT CLEAR PINE THAT IS PRIMED AND PAINTED ON ALL FOUR SIDES PLUS END CUTS PRIOR TO INSTALLATION. ALL FASTENERS SHALL BE HOT DIPPED GALVANIZED, COUNTER SUNK, AND ALL NAIL HOLES SHALL BE SEALED WITH PUTTY PRIOR TO FINAL PAINTING.
 2. REMOVE EXISTING INTERIOR TRIM BOARDS AT DOOR TO SIDE LIGHT MULLIONS. PROVIDE AND INSTALL SIX SIMPSON FRAMING PLATES TYPE L75 WITH 12-8D NAILS AT EACH MULLION CONNECTING ALL EXISTING PIECES OF 2x6 BLOCKING AT THE DOOR/SIDE LIGHT MULLIONS. INSTALL THREE LIPS PLATES ON THE INTERIOR SIDE OF THE MULLION AND THREE PLATES ON THE EXTERIOR SIDE OF THE MULLION. THE LIPS PLATES SHOULD ALSO BE LOCATED WHERE THE DOOR HINGES ARE LOCATED. REINSTALL EXISTING INTERIOR TRIM PUTTY ALL HOLES AND REPAINT ALL INTERIOR TRIM AND DOORS.
 3. REMOVE THE EXISTING PAIR OF DOORS AND THEIR HINGES TAKING CARE TO MARK THE ORIGINAL LOCATION OF EACH PAIR OF HINGES AND THEIR PINS. REMOVE THE EXISTING SHIMS OBSERVED AND REFIT THE EXISTING DOORS IN A NON-BEARING MANNER. REPLACE EXISTING SCREWS WITH NEW AND LONGER SCREWS AS REQUIRED. LONGER REPLACEMENT SCREWS SHOULD BE USED ON THE JAMB SIDE OF THE HINGE SO THAT THE SCREWS PENETRATE INTO THE NEW HORIZONTAL BLOCKING.
 4. REMOVE EXISTING AWNING AND REINSTALL AFTER COMPLETION OF WORK AS DESCRIBED IN ITEM 5 BELOW.
 5. NEATLY CUT EXISTING CORNICE. PROVIDE END AND TOP CAPS MAKE OF CLEAR PINE. CUT END CAPS TO FOLLOW PROFILE OF CORNICE. PRIME END AND TOP CAPS AND INSTALL AS DESCRIBED IN ITEM 1 ABOVE. PROVIDE LEAD COAT COPPER FLASHING COVERING THE TOP CAP WITH ENDS FOLDED 1/2" DOWN THE FACE OF THE CAP. FLASHING IS TO BE EMBEDDED IN BRICK JOINT AT THE SAME ELEVATION AS THE EXISTING FLASHING. JOINT HEIGHT. SEAL FLASHING TO BRICK JOINT. SEAL ALL NEW TOP AND END CAP JOINTS TO EXISTING TRIM/CORNICE.
 6. CONTRACTOR IS TO CARRY AN ALLOWANCE OF 1/8000 FOR THE REPLACEMENT OF ANY TRIM OR HOLDING BEYOND THE WORK DESCRIBED ABOVE. THE CONTRACTOR WILL SURVEY THE EXISTING TRIM AND HOLDING CONDITIONS AND REVIEW WITH THE OWNER AND ARCHITECT FOR REPLACEMENT REQUIREMENTS AND COST PRIOR TO WORK.
1. SCRAPE AND SAND THE ENTRY EXTERIOR SURFACE OF ALL MULLIONS AND THE EXISTING DOORS. CAULK ALL JOINTS TO MAKE WEATHERPROOF. PRIME AND PAINT ALL SURFACES WITH TWO COATS OF EXTERIOR PAINT. COLORS TO MATCH EXISTING, OR AS SELECTED BY THE ASSOCIATION.
 2. REMOVE AND REPLACE ANY CRACKED OR LOOSE CONCRETE. PATCH SMOOTH AND PAINT ENTIRE CONCRETE AREA.

30 OUTLOOK AVENUE FRONT ELEVATION

WESTBURY CONDOMINIUMS
 869 FARMINGTON AVENUE
 AND
 20 & 30 OUTLOOK AVENUE
 WEST HARTFORD, CT



DRAWING NO.
A-2
 DATE: 9-12-2010
 SCALE: AS NOTED



OakPark
Architects^{LLC}

C. Peter Chow, AIA • Mark A. Welch, AIA
312 Park Road • West Hartford • Connecticut • 06119

BIDDER	BASE BID	ADD ALT 1 Outer Lobby refurbishing	ADD ALT 2 Lead Paint abatement	Base Bid + Add Alt 2	Base Bid + Add Alt 2+ Add Alt 1	
Priority Construction Services	\$17,384	\$5,448.4	\$2,948.92	\$20,332.92	\$25,781.32	1

- Add alternate #2 is for Lead Paint Abatement.

Peter Chow

Priority Construction Services, LLC

381 Allen Street
New Britain, CT 06053

Estimate

Date	Estimate #
09/26/2010	750

Name / Address
Oak Park Architects Peter Chow 312 Park Road West Hartford, CT 06107

Terms	Rep	Project
Net 15		Westbury Condominiums Entrance repairs

Description	Qty	Cost	Total
Base Bid: Repairs to the entrances at 869 Farmington Avenue, 20 & 30 Outlook Avenue with an allowance of \$3,000.00 for additional trim & moldings.	1	16,400.00	16,400.00
Add alternate #1: Refinish lobbies as shown on drawing A3 with hardware allowance of \$2,500.00	1	5,140.00	5,140.00
Add alternate#2: Required work per new residential construction regulations if lead is present on painted surfaces.	1	2,782.00	2,782.00
*no permit required We have received Addendum #1 & #2			

Thank you for the opportunity to quote your project.	Sales Tax (6.0%)	\$1,459.32
Customer signature _____	Total	\$25,781.32

Phone #	Fax #	E-mail
860.827.8504	860.827.9549	mannitto@gopcsct.com



Oak Park
Architects^{LLC}

C. Peter Chow, AIA • Mark A. Welch, AIA
312 Park Road • West Hartford • Connecticut • 06119

Addendum #2

DATE: September 23, 2010

**Repair and refinish front entrances and lobbies at:
869 Farmington Avenue, 20 Outlook Avenue and 30 Outlook Avenue,
West Hartford, CT**

- 1- Item #6 on the notes for the three entrances called for an allowance of \$1,000 to replace trim. That should be \$1,000 per entrance for a total of \$3,000 to be included in the base bid.
- 2- In your bid submission, please note that you have received Addendum #1 and #2.

Peter Chow

Handwritten signature
Priority Construction Services, LLC

Handwritten signature
Pres. Westbury 11/3/2010