

CONSTRUCTION CONTRACT

This AGREEMENT made this ___ day of June 2007 by and between **B.T. LINDSAY & CO., INC.**, a Connecticut 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 replacement of 48 existing rooftop air conditioning units at the Owner's buildings at 20 Outlook Avenue and 869 Farmington Avenue, West Hartford, Connecticut, in strict accordance with the plans and specifications prepared by Erlandson Engineering, LLC (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. The 48 new units shall be Carrier Manufacturer packaged AC units, 2-ton capacity, model number 50ZPA024-3.

2. **Purchase Price.** The Owner shall pay the Contractor the total purchase price of TWO HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED FORTY FIVE AND 00/100 (\$239,845.00) DOLLARS. 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.** On or before the 5th day of each month, the Contractor shall deliver to the Owner a detailed statement showing the value of work completed during the previous month. No later than 30 days after receipt of this application for payment, the Owner shall pay the Contractor 92.5% of this detailed statement as approved by the Owner or its authorized representative, retaining the remaining 7.5% 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 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 _____, 2007 and shall complete the work by _____, 2007. 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, the Engineer, and the roofing contractor, LKG Contracting, LLC.

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 \$5,000,000 each occurrence \$5,000,000 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. The compressor warranty shall be for a minimum of 5 years.

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.

B.T. LINDSAY & CO., Inc.

By: 
Brian F. Lindsay
President

WESTBURY CONDOMINIUMS ASSOCIATION, INC.

By: 
Martin Levitz
Vice President

**AIR CONDITIONING SYSTEM REPLACEMENT
WESTBURY CONDOMINIUMS
869 FARMINGTON AVENUE
20 OUTLOOK AVENUE
WEST HARTFORD, CONNECTICUT**

GENERAL:

The intent of this specification is to provide general requirements for the replacement of 48 existing Rooftop Air Conditioning Units at 869 Farmington Avenue and 20 Outlook Avenue in West Hartford, Connecticut. The Air Conditioning Unit replacement project will be done in conjunction with a re-roofing project on these two buildings. The Mechanical Contractor shall coordinate his work with the roofing contractor. The following general guidelines are to be followed by the Mechanical Contractor in the installation of equipment and ductwork.

AIR CONDITIONING UNITS:

All equipment provided under this contract shall have a minimum SEER rating of 13 and shall have a one year parts and labor warranty and 5 year compressor warranty.

Air Conditioning Units are to be single package rooftop units with a minimum capacity of 24,000 BTU/HR and shall be suitable for operation on 230 Volt, single phase power. Units shall have side discharge supply and return air openings. Units are to be set on pressure treated wood sleepers set on neoprene protection pads. Neoprene vibration isolation pads shall be installed between the wood sleepers and the bottom of the Air Conditioning units.

Mechanical Contractor shall provide field built wood curbs with sheetmetal caps over the existing duct drops through the roof. The curbs are to be flashed into the roofing system. New ductwork connections from the new Air Conditioning Units to the existing ductwork shall penetrate the sheetmetal cap and be provided with storm collars, flashing and sealant to prevent water from entering the building.

Exterior ductwork shall be factory fabricated double wall round or spiral duct with galvanized exterior, 1" fiberglass insulation and Perforated inner wall as manufactured by United McGill or equal. All joints in the exterior ductwork shall be sealed with epoxy duct sealer.

Existing room thermostats within each unit shall be reused.

ELECTRICAL WORK

Mechanical Contractor shall disconnect existing branch circuits from existing units and remove existing conduit on roof – provide new weatherproof junction box on top of existing electrical conduit risers. Provide new properly, supported conduit from new junction boxes across roof to new disconnect switch at new units.

DEMOLITION WORK:

Mechanical Contractor is to remove and properly dispose of all existing rooftop units, ductwork, ductwork enclosures and electrical conduit. This is to include reclaiming and proper disposal of the refrigerant in the existing units.

END OF SPECIFICATION

Exhibit B

PARTIAL WAIVER AND RELEASE OF MECHANIC'S LIENS AND CLAIMS

Project: Buildings at 20 Outlook Ave. and 869 Farmington Ave.
Owner: WESTBURY CONDOMINIUMS ASSOCIATION, INC.
Contractor: _____
Period Ending Date: _____
Amount Previously Paid: _____
Amount Paid This Date: _____

In consideration of the receipt of the payment set forth above and any and all past payments received from the Owner, the UNDERSIGNED does hereby remise, release and forever discharge, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the Owner and its successors and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity, which against the Owner, the UNDERSIGNED ever had, now has or which its successors and assigns hereafter can, shall or may have for, upon or by reasons of any matter, cause or thing whatsoever from the beginning of the world to the day of these presents, and especially in connection with any and all claims of any nature arising out of the Project.

The UNDERSIGNED warrants that the amount of payments received for the period ending date indicated above represents the total value earned by the UNDERSIGNED for labor, materials, equipment, and services supplied to the Project for said period.

The UNDERSIGNED warrants and certifies that it has made full payment of any amounts due or claimed to be due through the period ending above to any person or entity who has supplied labor and/or materials and/or equipment and/or services to the UNDERSIGNED on the Project, pursuant to contract or otherwise.

The UNDERSIGNED does hereby, through the above date, forever release, waive and relinquish any and all rights to file a mechanic's or materialmen's lien against the premises of the Project.

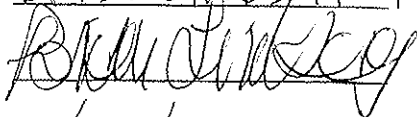
Company Name: B.T. LINDSAY + CO., INC.
Individual Name: BRIAN LINDSAY - PRES.
Signature: 
Date: 6/22/07

Exhibit C

FINAL WAIVER AND RELEASE OF MECHANIC'S LIENS AND CLAIMS

Project: Buildings at 20 Outlook Ave. and 869 Farmington Ave.
Owner: WESTBURY CONDOMINIUMS ASSOCIATION, INC.
Contractor: _____
Period Ending Date: _____
Amount Previously Paid: _____
Amount Paid This Date: _____

In consideration of the receipt of the payment set forth above and any and all past payments received from the Owner, the UNDERSIGNED does hereby remise, release and forever discharge, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the Owner and its successors and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity, which against the Owner, the UNDERSIGNED ever had, now has or which its successors and assigns hereafter can, shall or may have for, upon or by reasons of any matter, cause or thing whatsoever from the beginning of the world to the day of these presents, and especially in connection with any and all claims of any nature arising out of the Project.

The UNDERSIGNED warrants that the amount of payments received represents the total value earned by the UNDERSIGNED for labor, materials, equipment, and services supplied to the Project.

The UNDERSIGNED warrants and certifies that it has made full payment of any amounts due or claimed to be due to any person or entity who has supplied labor and/or materials and/or equipment and/or services to the UNDERSIGNED on the Project, pursuant to contract or otherwise.

The UNDERSIGNED does hereby forever release, waive and relinquish any and all rights to file a mechanic's or materialmen's lien against the premises of the Project.

Company Name: _____

Individual Name: _____

Signature: _____

Date: _____