

Construction Contract

This agreement is made by Brian Washington (Contractor) and (Owner) on the date written beside our signatures.

Contractor

Brian Washington

26A Quincy Street

Rochester, New York 14069

Work Phone Number: 585-298-0835

Email Address: eramos199@aol.com

Brian Washington is operating as a limited liability company in the state of New York.

Brian Washington will be referred to as PROPERTY ANALYSIS throughout this agreement.

Owner

The Construction Site

May Street

Rochester, New York 14609

I. Project Description

A. For a price identified below, PROPERTY ANALYSIS agrees to complete for Owner the Work identified in this agreement as the MARKET ANALYSIS.

II. Contract Price

A. In addition to any other charges specified in this agreement, Owner agrees to pay PROPERTY ANALYSIS \$170.00 for completing the Work described as the MARKET ANALYSIS.

III. Finance Charge

A. This contract includes a finance charge of \$17.00.

IV. Scheduled Start of Construction

A. Work under this agreement will begin on 5/30/2019.

V. Scheduled Completion of Construction

A. PROPERTY ANALYSIS agrees to complete the Work within a reasonable time, subject to such delays as are permissible under this contract.

VI. Documents Incorporated

A. This agreement incorporates by reference certain documents which define and describe the Work to be done. The following documents are incorporated as though included in full as part of this agreement.

1. **General Conditions**
2. **Special Conditions**
3. **Samples**

VII. Ownership of Plans

A. Plans, Drawings, Specifications and copies prepared for use in construction under this agreement are the property of PROPERTY ANALYSIS. PROPERTY ANALYSIS retains all common Law and statutory rights to these Plans, Drawings and Specifications. Owner agrees that these documents will not be used on any other project and, with the exception of one record set to be retained by Owner, will be returned to PROPERTY ANALYSIS on request.

VIII. Scope of Work

A. PROPERTY ANALYSIS shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences and procedures required to complete the MARKET ANALYSIS in compliance with the Contract Documents.

IX. Employee Relations

A. PROPERTY ANALYSIS is responsible for performance of all construction crews, including employees of Subcontractors, and shall enforce strict discipline and good order on the Job Site.

B. PROPERTY ANALYSIS will enforce the following rules on the Job Site: (1) Anyone found in possession of a firearm will be directed to leave immediately and will not be allowed to return, (2) Possession, sale, or distribution of alcohol or illicit drugs is prohibited. Anyone under the influence of alcohol or illicit drugs will be directed to leave immediately, (3) PROPERTY ANALYSIS will certify that personnel on the Job Site have consented to submit to drug and alcohol screening and testing including pre-employment, for cause, periodic or random tests, and (4) Entry on the Job Site shall constitute consent to Inspection of an employee's person, vehicle, and personal effects by PROPERTY ANALYSIS, Owner, or other authority. Any employee who is found in violation of these Job Site rules or who refuses to permit Inspection shall be barred from the Job Site at the discretion of PROPERTY ANALYSIS or Owner.

C. PROPERTY ANALYSIS will allow only qualified, careful and skilled personnel to do the Work. Each worker shall have the appropriate license, certification or experience necessary to complete the tasks assigned.

D. PROPERTY ANALYSIS shall discharge from employment on the MARKET ANALYSIS any worker who cannot or will not meet standards for acceptable performance or who fails to comply with reasonable expectations for personal conduct.

E. PROPERTY ANALYSIS agrees to Indemnify and hold harmless Owner from any and all causes of action, demands, Claims, damages, awards and attorney's fees, based on decisions made by Owner concerning discharge of construction personnel.

F. PROPERTY ANALYSIS is responsible for good labor relations on the MARKET ANALYSIS and shall use best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, jurisdictional disputes between trades, and strikes. PROPERTY ANALYSIS shall be liable to Owner for all damages suffered by Owner as a result of Work stoppages, slowdowns, disputes and strikes.

X. Owner's Responsibilities

A. Owner will respond in writing and with reasonable promptness to written requests from PROPERTY ANALYSIS for information relevant to completion of the Work. Owner will identify a

Representative qualified to respond to questions from PROPERTY ANALYSIS when Owner is not available. PROPERTY ANALYSIS is authorized to rely on written responses from Owner and the identified Representative.

B. On request of PROPERTY ANALYSIS, Owner shall provide clear and convincing evidence that Owner has access to funds committed to payment of the unpaid balance of the Contract Price. Owner shall inform PROPERTY ANALYSIS of any significant change in the availability of funds committed to make payments required under the Contract Documents. Failure of Owner to comply with the terms of this paragraph shall relieve PROPERTY ANALYSIS of the obligation to begin or continue the Work.

C. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by PROPERTY ANALYSIS or Subcontractors except as provided under this agreement.

D. Owner will coordinate the Work of Separate Contractors on the Job Site to ensure that Work under this contract can proceed without interference. Owner affirms that contracts with Separate Contractors require their cooperation with PROPERTY ANALYSIS.

XI. Construction by Others

A. Owner reserves the right to use one or more Separate Contractors on the Job Site or on adjacent sites while Work is being done under this agreement. This right shall extend to portions of the Work which have been deleted from the Contract Documents by Change Order.

XII. Representations by Contractor

A. The Contract Price is based on PROPERTY ANALYSIS's careful evaluation of Plans, Specifications, Contract Documents, local conditions, including availability of labor, material, equipment, and transportation, the kind and character of soil and terrain, all available reports and tests on soil conditions, Work to be performed by Owner or Separate Contractors, environmental and historic preservation considerations, applicable Code Requirements, climatic conditions, and other local conditions that may affect cost to PROPERTY ANALYSIS or duration of construction.

B. Based on a thorough evaluation of the Contract Documents, the Job Site, and all conditions that may affect construction cost and duration, PROPERTY ANALYSIS affirms that the Contract Price and Contract Time are fair and reasonable for completion of the MARKET ANALYSIS.

C. Owner has reported to PROPERTY ANALYSIS all conditions known to Owner which may not be apparent to PROPERTY ANALYSIS and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.

D. PROPERTY ANALYSIS affirms that the company is financially solvent, licensed, experienced, competent, and has resources necessary to complete the Work in compliance with the Contract Documents.

E. PROPERTY ANALYSIS affirms that all Subcontractors will be financially solvent, licensed, experienced, competent, and will have resources necessary to complete the Work assigned in

compliance with the Contract Documents.

XIII. Disclaimer by Owner, Reliance by Contractor

A. PROPERTY ANALYSIS acknowledges that information offered by Owner on subsurface or concealed conditions or structures at the Job Site represent only the opinion of Owner based on limited knowledge and understanding and is not part of the contract. Owner disclaims the accuracy of information provided to PROPERTY ANALYSIS.

XIV. Payment Plan

A. Owner will pay to PROPERTY ANALYSIS the Contract Price at completion of the Work.

XV. Audit of Records

A. Accounting books and records of PROPERTY ANALYSIS shall be available for Inspection and copying by Owner or a person authorized by Owner during normal working hours at a place of business designated by PROPERTY ANALYSIS. Records made available shall include both electronic and paper versions of accounting records, receipts, vouchers, purchase orders, Subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, written policies and procedures, Change Order files (including documentation on negotiated settlements), payroll ledgers, record of allocation of overhead expense, and other documents which relate to the Work.

B. Accounting books and records of PROPERTY ANALYSIS shall be retained for Inspection and copying by Owner for a period of 3 years after Final Completion.

C. PROPERTY ANALYSIS shall require that all Subcontractors working for PROPERTY ANALYSIS on the MARKET ANALYSIS have the same obligation for Inspection, copying and retention of records as PROPERTY ANALYSIS has. PROPERTY ANALYSIS shall bear all costs (including attorney's fees) of enforcement of the right of Owner to Inspect and copy records in the event a Subcontractor refuses to fully cooperate.

D. On request, PROPERTY ANALYSIS shall release a certified copy of an employee's payroll record for Inspection and copying by the employee, Owner, or agency of government. Any copy of a payroll record made available for Inspection or copying by a public agency or Owner shall be marked or obliterated to prevent disclosure of the employee's name, address, and Social Security number.

XVI. Interest

A. Payments due and not paid under the Contract Documents shall bear interest from the date payment is due at a monthly rate of 0.10 percent.

B. No interest shall accrue on funds properly retained under the terms of this contract.

XVII. Grounds for Withholding Payment

A. Owner may withhold payment due PROPERTY ANALYSIS for Defective Work which has not been corrected in compliance with terms of this agreement.

B. Owner may withhold payment due PROPERTY ANALYSIS for failure by PROPERTY ANALYSIS to meet financial obligations to Subcontractors, tradesmen or Material Suppliers on the MARKET ANALYSIS. Failure to meet financial obligations shall not constitute cause to withhold

payment if PROPERTY ANALYSIS has provided a Payment Bond from a licensed Surety, guaranteeing payment of Subcontractors, Material Suppliers, and tradesmen.

C. Owner may withhold payment due PROPERTY ANALYSIS for unauthorized deviations from the Contract Documents or persistent failure to observe Requirements of the Contract Documents.

D. Owner may withhold payment due PROPERTY ANALYSIS for failure to keep Work progressing in an orderly manner consistent with a reasonable time schedule.

E. If Owner withholds any payment under terms of this agreement, Owner will notify PROPERTY ANALYSIS in writing of the amount being withheld, the reason why payment is withheld, and what must be done to release the payment otherwise due.

F. Should any mediation, arbitration or court proceeding determine that Owner was not justified in withholding payment to PROPERTY ANALYSIS, the amount wrongfully withheld shall be treated as an unpaid balance and accrue interest as provided by Law or this contract from the calendar day payment was wrongfully withheld.

XVIII. Final Payment

A. PROPERTY ANALYSIS will submit an application for final payment to Owner when the Work has been completed in compliance with the Contract Documents. If Owner agrees that Work has been completed, payment is due PROPERTY ANALYSIS for the entire unpaid balance of the contract amount.

B. Except as provided otherwise in this agreement, Owner shall pay the amount due within 5 calendar days after approval of any application for payment.

C. Making of final payment constitutes waiver of all Claims by Owner against PROPERTY ANALYSIS except those Claims previously made in writing and delivered to PROPERTY ANALYSIS and those obligations otherwise provided by this agreement or by operation of Law.

D. The acceptance of final payment by PROPERTY ANALYSIS constitutes a complete and unconditional waiver and release of any and all Claims by PROPERTY ANALYSIS of whatever nature, and regardless of whether they are then known or unknown, and a complete and unconditional release of Owner, and every person for whom Owner is responsible, for any and all matters related to the contract or otherwise, except those Claims which have been made in writing and identified by PROPERTY ANALYSIS as not having been settled at that time.

E. Application for final payment constitutes affirmation by PROPERTY ANALYSIS that all payrolls, bills for materials, equipment charges, and other obligations of PROPERTY ANALYSIS in connection with the Work have been paid or otherwise satisfied.

F. After receipt of an application for final payment and before tender of the final payment, Owner may accept the Work for occupancy or use while asserting Claims against PROPERTY ANALYSIS disputing the amount of compensation due PROPERTY ANALYSIS, disputing the quality of the Work, its completion, or its compliance with the Contract Documents, or any other reason.

G. If completion of the Work is delayed unreasonably at no fault of PROPERTY ANALYSIS, PROPERTY ANALYSIS shall be entitled to final payment for all Work completed without prejudice to the right of PROPERTY ANALYSIS to complete the MARKET ANALYSIS at a later date and without prejudice to the right of Owner to make Claims against PROPERTY ANALYSIS

for Defects in Work completed.

XIX. Cooperation of the Parties

A. Owner and PROPERTY ANALYSIS acknowledge that open communication and cooperation will be required to complete the MARKET ANALYSIS on time, as estimated, and in compliance with the Contract Documents. PROPERTY ANALYSIS and Owner each agree to identify a representative who will be available to resolve minor problems, answer questions and reach mutually acceptable solutions. The individuals identified by PROPERTY ANALYSIS and Owner shall try to reach informal agreement on problems as they arise but are under no obligation to do so.

B. Both PROPERTY ANALYSIS and Owner pledge that their relations will be conducted with courtesy and consideration in an environment characterized by mutual respect. Owner pledges to respond promptly to requests by PROPERTY ANALYSIS for guidance, assistance and payments when due and agrees to extend to PROPERTY ANALYSIS the deference and latitude a dedicated professional deserves. PROPERTY ANALYSIS pledges to commit the skill and resources required to complete the MARKET ANALYSIS in a manner that complies with both the letter and spirit of the Contract Documents and enhances the reputation of PROPERTY ANALYSIS for dependability and professionalism.

XX. Job Conferences

A. Prior to the start of construction, PROPERTY ANALYSIS and Owner shall hold a pre-construction conference to identify: (1) The people who will be involved in construction of the MARKET ANALYSIS, their chain of authority, addresses, telephone numbers, fax numbers and email addresses to be used when requesting information or giving notices, (2) The proposed construction schedule, (3) Procedures for approving Shop Drawings, product data and Submittals, (4) Procedures for handling Change Orders, (5) Construction Site Requirements such as dust and erosion control, storm water management, Project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic, (6) Safety Requirements and procedures, (7) Quality control, testing, Inspections and notice Requirements, (8) Inspection procedures, and (9) The handling of payment requests.

B. PROPERTY ANALYSIS shall require that appropriate Subcontractors be present at scheduled job conferences.

XXI. Contractor Claims

A. Unresolved Claims or disputes shall not cause PROPERTY ANALYSIS to delay or suspend Work or for Owner to delay or suspend payments as provided by this agreement. Continued performance by PROPERTY ANALYSIS shall not be deemed a waiver of any Claim for additional compensation or an extension of Time for Completion. PROPERTY ANALYSIS shall cooperate with Owner and representatives of Owner to mitigate potential damages, delay and other adverse consequences arising out of the condition which is the subject of the Claim.

B. PROPERTY ANALYSIS and Owner agree to make a good faith effort to resolve all Claims that arise under this agreement and shall seek the opinion of expert disinterested parties on the validity of Claims, when appropriate. Claims not resolved to the mutual satisfaction of PROPERTY ANALYSIS and Owner shall be resolved under the provisions of this agreement covering dispute resolution.

XXII. Notice of Claims

- A. No Claim by PROPERTY ANALYSIS shall be considered unless PROPERTY ANALYSIS provides Owner with a notice that there will be a Claim for additional compensation or an extension of time. This notice of Claim shall be made no less than 5 calendar days after PROPERTY ANALYSIS recognizes or should have recognized that circumstances exist which support such a Claim. The notice of Claim shall include: (1) The date of the notice, (2) The date the basis for the Claim was discovered, (3) The circumstances that support the Claim, and (4) The estimated additional cost to Owner or additional time required to complete the MARKET ANALYSIS.
- B. If the Claim involves Extra Work, PROPERTY ANALYSIS shall maintain detailed records which show each expense incurred, including payroll records and receipts for Subcontracted Work, materials and equipment. These detailed records shall be made available to Owner for verification while Work subject to the Claim is being performed.
- C. Within 10 calendar days after completion of Work which is the subject of a notice of Claim, PROPERTY ANALYSIS shall provide to Owner a written final statement of Claim. The final statement of Claim shall include: (1) The date of the statement, (2) The date when Work done under the Claim was completed, (3) The full and final amount of the Claim and the additional time Claimed, and (4) An offer to provide detailed written records substantiating each element of the Claim.
- D. Neither mediation nor arbitration shall relieve the obligation of PROPERTY ANALYSIS to give timely notice of Claims. No conduct or settlement negotiation during mediation shall be considered a waiver of the right of Owner to assert that Claim procedures were not followed.
- E. PROPERTY ANALYSIS agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon Owner unless and until such approval is ratified by execution of a written Change Order.

XXIII. Dispute Resolution

- A. Except as provided elsewhere in this agreement, all Claims and disputes between PROPERTY ANALYSIS and Owner arising out of or relating to the Contract Documents or contract warranty or the breach thereof, except for Claims which have been waived by the making or acceptance of final payment, shall be decided by courts of competent jurisdiction in the county where the MARKET ANALYSIS is located.
- B. Should either Party bring suit in court to enforce the terms of this agreement, any judgment or award shall include court costs and reasonable attorney's fees to the successful Party plus interest at the legal rate.

Signatures

The signatures that follow constitute confirmation by those signing that they have examined and understand the Contract Documents and agree to be bound by the terms of these documents.

By signing this agreement, PROPERTY ANALYSIS confirms Inspection of the Job Site and signifies familiarity with all local conditions, Laws, and regulations under which the Work is to be performed.

This contract is for immediate acceptance. Any delay in acceptance beyond 5/30/2019 will require renegotiation of the terms of this agreement.

If this contract is not signed by PROPERTY ANALYSIS at the time it is signed by Owner, PROPERTY ANALYSIS shall, within 15 days thereafter, either give Owner written notice of rejection of the contract or sign the contract and supply owner with copy of the signed contract. The notice of rejection or signed contract will be delivered to Owner either personally or by certified or registered mail. In case of rejection, any payment made by Owner will be returned with the notice of rejection.

This agreement is entered into as of the date written below.

Owner

(Signature)

(Date)

(Printed Name and Title)

Brian Washington, Contractor

(Signature)

(Date)

(Printed Name and Title)