

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND

# BUILDING PERMIT

This is to certify that CAM THAI DANG

Located At 8 MONTGOMERY ST

Job ID: 2011-12-2951-ALTR

CBL: 021- F-013-001

has permission to Replace one story enclosed entrance porch

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
PENALTY FOR REMOVING THIS CARD**

## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

### REQUIRED INSPECTIONS:

Footings/Setbacks prior to pouring concrete

Close In Elec/Plmb/Frame prior to insulate or gyp

Final Inspection

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

Director of Planning and Urban Development  
Penny St. Louis

Job ID: 2011-12-2951-ALTR

Located At: 8 MONTGOMERY  
ST

CBL: 021- F-013-001

## Conditions of Approval:

### **Zoning**

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
3. This permit is being approved with the condition that all the work is taking place within the existing footprint & shell.

### **Building**

1. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
2. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

**City of Portland, Maine - Building or Use Permit Application**

389 Congress Street, 04101 Tel: (207) 874-8703, FAX: (207) 8716

Job No: 2011-12-2951-ALTR	Date Applied: 12/20/2011	CBL: 021- F-013-001	
Location of Construction: 8 MONTGOMERY ST	Owner Name: CAM THAI DANG & LE NGUYEN	Owner Address: 8 MONTGOMERY ST PORTLAND, ME 04101	Phone:
Business Name:	Contractor Name: Tyler Golletti - Restorations Home Remodeling, LLC	Contractor Address: 4 Capital AVE LISBON FALLS ME 04252	Phone: (207) 577-1280
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - Building	Zone: B-2b/R-6
Past Use: Single family	Proposed Use: Same - Single family - replace one story enclosed, entrance porch - 4' x 10'	Cost of Work: 6000.00	CEO District:
		Fire Dept: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input checked="" type="checkbox"/> N/A	Inspection: Use Group: 2-3 Type: 5B Signature: <i>[Signature]</i>
Proposed Project Description: Replace 4'X10' side entry porch		Pedestrian Activities District (P.A.D.)	
Permit Taken By:		<b>Zoning Approval</b>	

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p><b>Special Zone or Reviews</b></p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands <i>- all work w/in existing footprint.</i></p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>___ Maj ___ Min ___ MM</p> <p>Date: 12/20/11 <i>OK w/ conditions ABM</i></p>	<p><b>Zoning Appeal</b></p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p><b>Historic Preservation</b></p> <p><input checked="" type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>ABM</i></p>
	<b>CERTIFICATION</b>		

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the appication is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

1-9-12 DWM Tyler 577-1280 Close-in Provide timber  
locks at double rim, hangers at joist/Rim. Stairs  
incomplete

1-24-12 DWM Return handrail.

B-261R-b

2011-12-2951

# General Building Permit Application



If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>8 Montgomery St.</u>		
Total Square Footage of Proposed Structure/Area <u>719 sq/ft</u>	Square Footage of Lot <u>2208</u>	Number of Stories <u>1</u>
Tax Assessor's Chart, Block & Lot Chart# <u>21</u> Block# <u>F</u> Lot# <u>13</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>Cam Dang + Le Nguyen</u> Address <u>8 Montgomery St.</u> City, State & Zip <u>Portland, ME</u>	Telephone: _____
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name _____ Address _____ City, State & Zip _____	Cost Of Work: \$ <u>5400</u> C of O Fee: \$ _____ Total Fee: \$ <u>80</u>
Current legal use (i.e. single family) <u>single family</u> Number of Residential Units _____ If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>replacing 4' x 10' side entry porch</u>		
Contractor's name: <u>Restorations Home Remodeling LLC</u> Address: <u>4 Capital Ave</u> City, State & Zip <u>Lisbon Falls, ME 04252</u> Telephone: <u>207-577-1280</u> Who should we contact when the permit is ready: <u>Tyler Colletti</u> Telephone: <u>same</u> Mailing address: <u>same as above</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

RECEIVED

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: Tyler Colletti Date: 12/19/11

This is not a permit; you may not commence ANY work until the permit is issued



# CITY OF PORTLAND, MAINE

Department of Building Inspections

## Original Receipt

12-20 20 11

Received from Restorations Home-

Location of Work 8 Margery

Cost of Construction \$ \_\_\_\_\_ Building Fee: \_\_\_\_\_

Permit Fee \$ \_\_\_\_\_ Site Fee: \_\_\_\_\_

Certificate of Occupancy Fee: \_\_\_\_\_

Total: 80

Building (IL)    Plumbing (I5)    Electrical (I2)    Site Plan (U2)   

Other \_\_\_\_\_

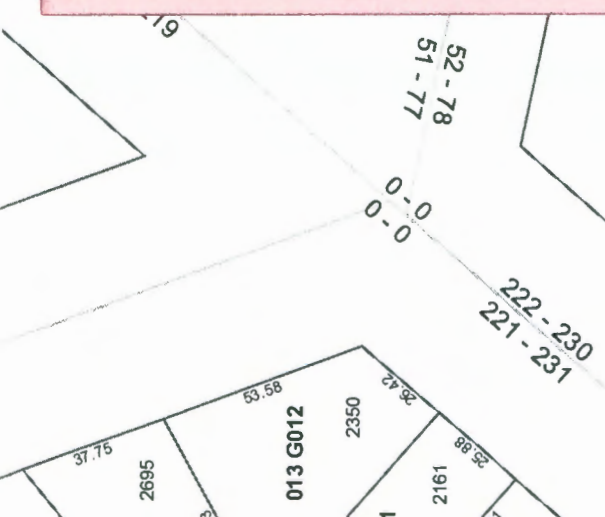
CBL: 21-F-12

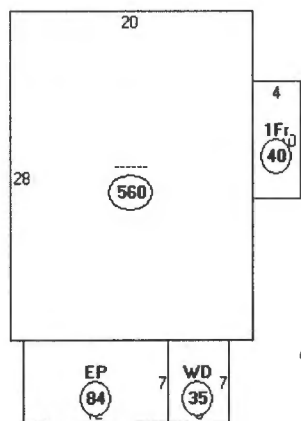
Check #: CC Total Collected \$ 80

**No work is to be started until permit issued.  
Please keep original receipt for your records.**

Taken by: [Signature]

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy





replace to same dimensions

Descriptor/Area

- A: ---  
560 sqft
- B: 1Fr  
40 sqft
- C: WD  
35 sqft
- D: EP  
84 sqft







# PORTLAND MAINE

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Planning & Urban Development  
Gregory Mitchell, Director

\* OWNER COPY

## SPECIFICATIONS

### GENERAL NOTES:

1. All measurements are approximate and are to be verified by the contractor.
2. All materials having color or pattern shall be selected by owner.
3. All work shall be performed by licensed journeyman mechanics (or better) where required.
4. The premises shall be kept clean and orderly during the course of the work and all debris shall be removed at the completion of the work.
5. Building, electrical and plumbing permits shall be purchased by the contractor. **Please be advised any and all permits will be obtained before work begins.**
6. Workmanship and materials not covered by manufacturer's warranty shall be covered by contractor's guarantee for a period of at least one year from date of final acceptance of all work required by contract.
7. All work shall conform to the appropriate codes of the City of Portland.
8. Install shall mean furnish and install, unless otherwise specified.

**NOTE:** No lead based paint can be used that exceeds 1 per centum lead by weight as required by circular HPMC-FHA-4500.5.

Owner

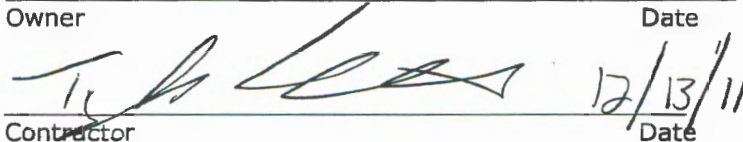
Date

  
Rehabilitation Specialist

12/12/11  
Date

Contractor

Date

  
12/13/11

## CONSTRUCTION AGREEMENT

**THIS AGREEMENT** made this 12th day of December 2011 is between Restorations Home Remodeling having its principal place of business at Capital Ave., Lisbon Falls, ME 04251 (hereinafter called "**CONTRACTOR**"), and Cam Dang & Le Nguyen owner of the property at 8 Montgomery Street Portland, Me. (hereinafter called "**OWNER**").

**WHEREAS** the **OWNER** intends to repair and remodel their property located at 8 Montgomery Street Portland Me. and **CONTRACTOR** has submitted a bid for such repair or remodeling;

**NOW, THEREFORE, the CONTRACTOR and the OWNER,** for consideration hereinafter named, agree as follows:

This Agreement shall consist of the general conditions and references contained herein, and:

- The Proposal Dated 10/22/2011
- The Addendum to Agreement
- Federal Contract Provisions "Exhibit B"
- The Maine Attorney General's Home Construction Warning
- The Escrow Agreement "Exhibit C"

### 1. WORK TO BE PERFORMED

The work to be performed shall be in accordance with the provisions of the bid and proposal, the general conditions, the drawings, if any, specifications and progress payment schedule. Copies of the specifications and progress payment schedule are attached hereto as Exhibits A and B and made a part of this agreement.

### 2. NOTICE TO PROCEED

This Agreement, when fully executed shall constitute a Notice To Proceed with the specified work within thirty (30) days from the date of execution of the Agreement.

### 3. COMMENCEMENT OF WORK

CONTRACTOR estimates that he shall commence the work within 15 days of receipt of the Notice To Proceed and shall thereafter diligently pursue and execute the work, subject to weather conditions and circumstances beyond the control of the CONTRACTOR, and complete the work within 30 days. It is further agreed that failure of CONTRACTOR to perform any work under this Agreement for a period of ten (10) consecutive working days at any time after commencement of the work, without written consent of OWNER, shall constitute a breach of the Agreement and OWNER may, by written notice, terminate their obligations hereunder and contract for or otherwise effect the completion of any of the work then uncompleted by the CONTRACTOR and OWNER may set-off against the contract price the cost and expenses of completing such work. In the event OWNER has at the time of the breach and termination paid to CONTRACTOR an amount in excess of the fair value of the work then completed, CONTRACTOR shall refund to OWNER promptly upon demand an apportioned amount of the total sum paid by OWNER.

4. PAYMENTS

The Housing and Neighborhood Services Division of the City of Portland is the designated escrow agent holding the funds for the performance of this Agreement. CONTRACTOR agrees to comply with the terms of the Escrow Agreement between said Office and the OWNER, a copy of which is attached hereto as Exhibit C. CONTRACTOR shall be compensated for his/her services in accordance with paragraph 7 of said escrow agreement.

5. ACCESS TO CONTRACTOR'S RECORDS

OWNER and Representatives of the City of Portland, Maine, and representatives of the U.S. Department of Housing and Urban Development shall be afforded access at all times to inspect the work and they may at all times inspect CONTRACTOR's books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with sub-contractors relating to this Agreement and CONTRACTOR shall preserve all such records for a period of two (2) years after final payment hereunder.

6. LIENS

As a condition to receiving final payment hereunder, CONTRACTOR shall deliver to OWNER a complete release of all liens arising out of this Agreement and a warranty covering all work performed hereunder to the effect that such work shall be free from defects of material or workmanship of CONTRACTOR or any sub-contractor for a one (1) year period, or for such longer period as may be included in any warranty given by the manufacturer of any material used in the work performed hereunder. In addition, before making any payment whatsoever hereunder, OWNER may require CONTRACTOR to furnish lien waivers, releases or receipts from any and all persons performing work or supplying materials or services to CONTRACTOR or to any sub-contractor for the work. In the event that CONTRACTOR is unable or unwilling, for any reason whatsoever, to furnish such releases or receipts, OWNER may withhold any payment in whole or in part and if a lien or liens have been recorded against the property the OWNER may apply any retainage, in whole or in part, to the satisfaction of mechanic's lien or liens claimed against the property. OWNER's obligations to CONTRACTOR under this contract shall be reduced by the amount of any such payment or payments to such lien holders.

7. PERMITS AND FEES

CONTRACTOR shall give all notices required by and comply with all applicable laws, ordinances and codes of the City of Portland and State of Maine, and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the work.

8. INDEMNIFICATION AND INSURANCE

The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property, to injuries to persons, or other fortuitous acts caused or contributed to by the CONTRACTOR or anyone acting under its direction or control of or in its behalf in the course of its performance under this Agreement, provided the CONTRACTOR'S aforesaid and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of the OWNER.

The CONTRACTOR hereby expressly agrees that they will defend, indemnify, and hold the City of Portland from any and all claims made or asserted by the Contractor's agents, servants, or employees arising out of the CONTRACTOR'S activities under this Contract. For this purpose, the CONTRACTOR hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted by the CONTRACTOR'S agents, servants, or employees. The indemnification provided under this

paragraph shall extend to and include any and all cost incurred by the City of Portland to answer, investigate, defend, and settle all such claims, including but not limited to the City of Portland's costs for attorneys' fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the CONTRACTOR'S agents, servants, or employees against the City of Portland in regard to claims made or asserted by such agents, servants or employees.

The CONTRACTOR shall obtain, maintain and furnish evidence of comprehensive public liability insurance coverage in an amount of not less than \$1,000,000 aggregate single limit for bodily injury, death and property damage arising out of the work to be performed by CONTRACTOR and shall procure any workmen's compensation insurance required by law, unless such requirements are waived by mutual agreement of the parties.

The CONTRACTOR shall carry and require that there shall be carried by any subcontractor, full and complete Workmen's Compensation Insurance for all of his employees and those of his subcontractors engaged in work on the premises, in accordance with the laws of the State of Maine governing the same. The amounts and limits of the public liability and other insurance referred to herein, shall be subject to approval of the OWNER. That the CONTRACTOR shall furnish evidence of a comprehensive public liability insurance coverage protecting the OWNER for not less than \$1,000,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the work performed by the CONTRACTOR.

#### 9. ARBITRATION

If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):

- (1) Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision (  );
- (2) Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit (  );
- (3) Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences (  ).

#### 10. TITLE TO WORK AND SALVAGE

Title to all work completed or in the course of construction, and of all materials on account of which any payment has been made shall be in OWNER whether or not such materials are affixed as OWNER'S property. Materials and equipment removed and replaced as part of the work shall belong to CONTRACTOR and CONTRACTOR shall remove same together with all debris in the course of the work, and in no case later than the date of the completion of the work.

#### 11. GENERAL CONDITIONS AND COOPERATION

OWNER shall cooperate with CONTRACTOR to facilitate performance of the work, including the reasonable movement of rugs, coverings, and furniture. CONTRACTOR recognizes that the premises may be occupied during the course of the work and CONTRACTOR agrees to make reasonable effort to lessen the inconvenience occasioned to the occupants during work to the extent possible, including, but not limited to

the keeping of the premises clean and orderly during the course of the work. OWNER shall permit CONTRACTOR to make reasonable use of existing utilities for the performance of the work and all such use shall be at the expense of the OWNER. CONTRACTOR shall remove all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR.

13. ASSIGNMENTS

CONTRACTOR shall not assign the benefits of the Agreement nor delegate its duties thereunder without the written consent of the OWNER and of the Director of the Housing & Neighborhood Services Division of the City of Portland.

14. AMOUNT DUE CONTRACTOR

For the consideration named therein, CONTRACTOR proposes to furnish all the material and do all the work described in accordance with the Agreement and the attached Exhibits for the lump sum of \$11,450.00 payable as stated hereinabove.

15. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIAL

No member, officer, or employee of the City of Portland, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for the work. CONTRACTOR shall incorporate, or cause to incorporate in all such contracts or sub-contracts a provision prohibiting such interest pursuant to the purpose of this section.

17. ROLE OF THE CITY OF PORTLAND

OWNER and CONTRACTOR recognize and acknowledge that this Agreement is a legal and binding contract between the OWNER and the CONTRACTOR. The City of Portland, its officers, agents and employees, including, but not limited to, the staff of the City of Portland, are not parties to this Agreement. CONTRACTOR and OWNER shall have no claim against the City of Portland, nor any person acting on its behalf for any action taken pursuant to this Agreement.

It is further understood between the parties hereto that the OWNER has selected the CONTRACTOR, and the City of Portland has, and shall have no responsibility whatsoever for the quality of their materials or workmanship. The City of Portland's function is that of lender, escrow agent, construction management, and certification of compliance with federal regulations relative to the funds used under this Agreement.

18. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under the Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval of concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

This Agreement, shall be construed under the laws of the State of Maine, and may be modified or amended only by a written instrument executed by both the OWNER and the CONTRACTOR.

**IN WITNESS WHEREOF, OWNER and CONTRACTOR** have executed this Agreement at Portland, County of Cumberland and State of Maine as of the date first written above

  
Contractor

  
Witness

  
Owner


  
Witness

  
Owner

  
Witness

**ADDENDUM TO CONTRACT**

Between:

  
Contractor

and


  
Owner

This Agreement is based solely on observations the CONTRACTOR was able to make with the structure in its current condition at the time the work was bid. If additional *concealed* conditions are discovered once work has commenced which were not visible, or predictable, at the time this proposal was made, the CONTRACTOR will stop work and point out these unforeseen concealed conditions to the OWNER, so that the OWNER, and CONTRACTOR, and the City of Portland Division of Housing and Neighborhood Services can execute a CHANGE ORDER for any additional work.

This addendum, signed by the CONTRACTOR and the OWNER, shall become part of the Agreement and specifies without reservation that the Items listed in this contract and defined fully in the Specifications attached as Exhibit A, and attached drawings (if any) shall be the sum total of all the work to be done under

this contract, and under no circumstances shall there be any work changed, added to or deleted from this contract without the express consent in writing in the form of a **CHANGE ORDER** from the OWNER, the CONTRACTOR, and the City of Portland Division of Housing and Neighborhood Services and signed by all parties.

  
\_\_\_\_\_  
Contractor


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Owner

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Owner

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Approved by Dennis J. Douglass  
Rehab Specialist, City of Portland Housing & Neighborhood Services

**EXHIBIT B**

**FEDERAL CONTRACT PROVISIONS**

For Federally-Assisted Construction Contracts Including Rehabilitation Contracts

**ALL CONTRACTS**

SECTION 1

Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of application for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, or HUD regulations with respect thereto; Provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

SECTION 2

Environmental Laws

This Contract is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., Executive Order 11738, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as may be amended.

In acknowledgment of these provisions and in consideration of being awarded the contract for this project, the



Contractor hereby agrees as follows:

1. Any facility to be utilized by the Contractor or a Subcontractor in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. To give prompt notice of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(s) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

#### Protection of Lives and Health

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons to property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary.

#### SECTION 3

##### Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are

under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR Part 135.

4. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

5. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

6. The contractor will certify that it will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise) consistent with these Orders the Contractor shall, to the greatest extent feasible, make reasonable efforts to encourage the use of minority and women's business enterprises in connection with the construction activities funded under this contract.

7. The contractor shall maintain records of its efforts to comply with the requirements cited in paragraphs 1 through 6 above.

Prohibition On Use of Federal Funds  
For Lobbying Congress or Any Federal Agency

Section 135.2 of Public Law 101-121, signed into law on October 23, 1989, prohibits current and prospective recipients and her subtier contractors or subgrantees from using Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan.

SECTION 4

**ALL CONTRACTS OVER \$2,000**

"Section 503" - Affirmative Action for Handicapped Workers

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon her physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration, for employment without regard to race, color, religion, sex, or national origin.

5. Contractors shall incorporate foregoing requirements in all subcontracts.

## SECTION 5

### **Contracts Over \$10,000**

#### Certification of Non-Segregated Facilities

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform her services of any location, under his control, where segregated facilities are maintained.

The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform her services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms work area, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

## SECTION 6

### Executive Order 11246 Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to her race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for

the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### **CERTIFICATION**

I, the undersigned federally assisted construction contractor, certify that I have received a copy of FEDERAL CONTRACT PROVISIONS EXHIBIT A, and I intend to comply with all *applicable* provisions contained herein.

Contractor Tyler [Signature]  
Address 4 CAPITAL AVE.  
LISBON FALLS, ME 04251  
Date 12/13/11

Maine Attorney General Home Construction Warning

**Contractors must include this statement with any home construction contract for more than**

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

Contractors Are Not Licensed — Buyer Beware!

Home contractors are not licensed or regulated by the State of Maine. The old saying "Buyer Beware" applies. While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town's code officials before you begin construction. Although home construction contractors are not licensed, some building trades are licensed. Plumbers, electricians, oil burner technicians, and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to [www.maine.gov/pfr/pfrhome.htm](http://www.maine.gov/pfr/pfrhome.htm).

Always Check Contractor References

The Attorney General receives more complaints about home contractors than about almost any other business. We *strongly* recommend that you ask any contractor you are considering hiring for several references and that you follow up on them. It is also a good idea to check with you local building supply companies or real estate brokers. They will know the dependable contractors in your area.

Written Contracts Are Required

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors in your area. A model contract that meets the State law can be found in Chapter 18 of the *Maine Attorney General's Consumer Law Guide*. Go to [www.maine.gov/ag/index.php?r=clg&s=chap18](http://www.maine.gov/ag/index.php?r=clg&s=chap18).

Be Careful with Construction Loans

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

## Home Contractor Complaints Received by the Attorney General

For a listing of home contractors the Attorney General's Consumer Mediation Service has received complaints against, go to [www.maine.gov/ag/consumer/contractor\\_complaints.shtml](http://www.maine.gov/ag/consumer/contractor_complaints.shtml). You can also call the Attorney General's Consumer Protection Division at 1-800-436-2131.

The Better Business Bureau also provides information on companies. Go to [www.bosbbb.org](http://www.bosbbb.org), or call (207) 878-2715.

## Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs:

- *State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais), Default Judgment in CBS Enterprises*
- *State of Maine v. Frederic Weinschenk d/b/a Ric Weinschenk Builders, Inc.*
- *State of Maine v. Stephen Lunt d/b/a Lakeview Builders, Inc.*
- *State of Maine v. Bob Burns d/b/a Better Homes*
- *State of Maine v. Albert H. Giandrea d/b/a AG's Home Quality Improvements, Inc.*
- *State of Maine v. Al Verdone*
- *State of Maine v. Mikal W Tuttle, d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.*

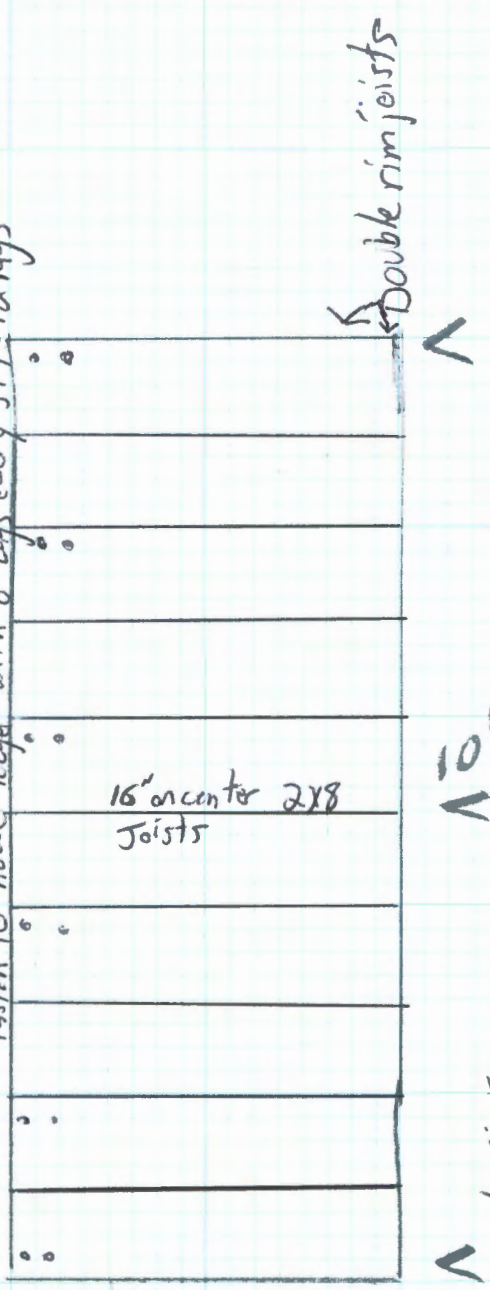
The Androscoggin County District Attorney has obtained a theft conviction against home contractor *Harold Soper* [in] *State of Maine v. Harold Soper*. Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

## Your Home Construction Rights

Chapter 17 of the *Maine Attorney General's Consumer Law Guide* explains your rights when constructing or repairing your home. Chapter 18 of the *Consumer Law Guide* is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. Go to <http://www.maine.gov/ag/index.php?r=clg>.

**As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A.**

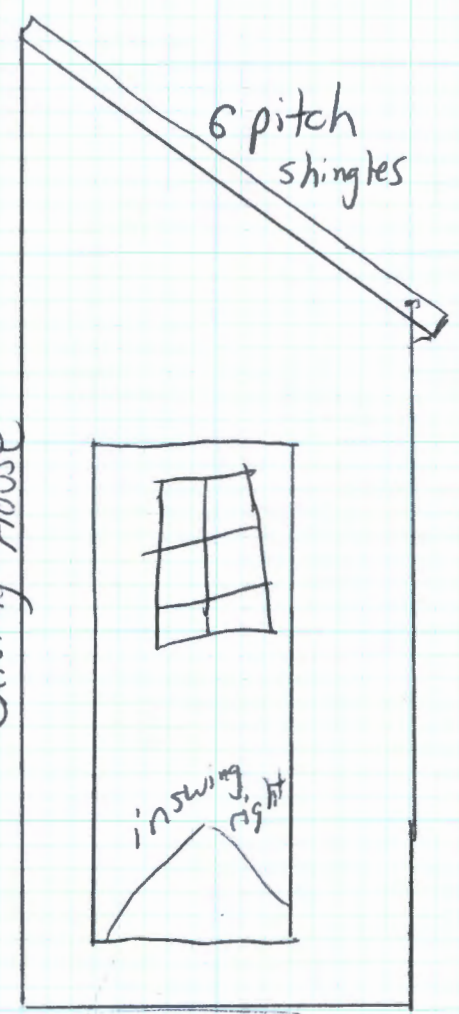
fasten to house ledger with 6" lags every 3ft - 1d lags



- Joist hangers inside against wall and exterior against ledger on piers

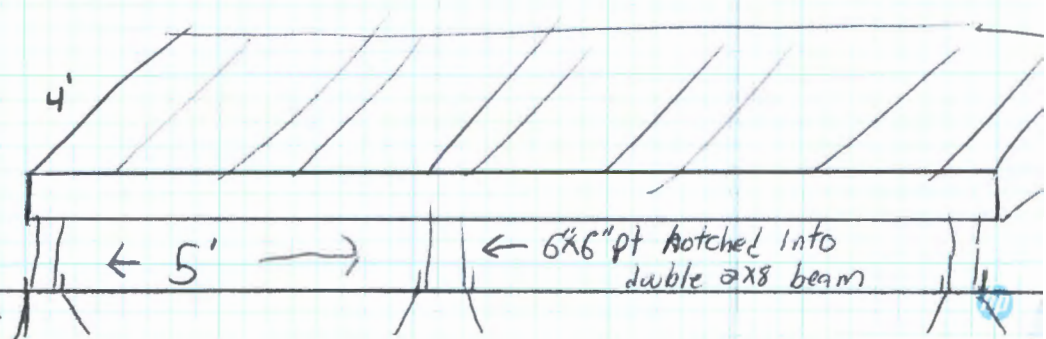
ground level  
4' pier →

existing House



- 4 steps 40" wide
- 7 1/4" rise
- 10" tread
- with handrail on left at 36"
- balluster spacing at 3 1/2"
- one window in rear
- white vinyl siding

6x6 concrete pier x3  
4' inground  
on 6x6 posts



## Project Information

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**Project Name:** 8 Montgomery Street, Portland, ME

**Project Customer:** Cam Dang

**Project Contractor:** Restorations Home Remodeling

**Tyler Golletti**

Exterior wall framing –	2x6kd @ 16" oc. Double top plates SPF #2 or better
Exterior door header –	2x8 SPF#2 or better boxed style
Exterior window header -	2x8 SPF#2 or better boxed style
Roof framing –	6/12 pitch shed roof 2x6 SPF#2 or better @ 16" oc. 5/8" Advantech roof sheathing
Floor sheathing -	3/4" Advantech, screwed

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**Confidential**

Framing info to codes

Last printed 12/21/2011 9:36:00 AM