CITY OF PORTLAND, MAINE RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 01/05/16

Construction Contract

This agreement is made by Ron Petrone (Contractor) and Keith Marple (Owner) on the date w
beside our signatures.

Contractor

Ron Petrone
20 Thrasher rd
Cape Elizabeth, Maine 04107
Cell Phone Number: 207 749 4478
Email Address: ronpetrone@hotmail.com
Ron Petrone will be referred to as Contractor t hroughout this agreement.

Owner

Keith Marple
7 Salem street
Portland, Maine 04104
Day Phone Number: 857 225 1655
Email Address: Keith.marple@yahoo.com
Keith Marple will be referred to as Owner throughout this agreement.

The Construction Site

7 Salem street
Portland , Maine 04104

I. Project Description

A. For a price identified below, Contractor agrees to complete for Owner the Work identified in this agreement as the Exterior Renovations.

B. The Exterior Renovations is described as follows:
Renovations include but not limited to the following repairs.
1 Remove two Bay windows and replace with owner supplied double hung or equivalent. Windows to be smaller than exisiting opening. NO new window headers are provided in this contract.
2 Remove all stairs and landings and replace railings,treads,landings with new pressure treated lumber.No footings have been included in this contract.
3 Gutters to be replaced for 112.5 ' feet of gutters, downspouts included.
4 Wall repair. The exisitng vinyl siding will be removed and any rotten or damaged wood is to be replaced with new plywood ready to accomodate new vinyl siding.
There is 160/sq ft of rotten wall replacement included in this contract . Any more repair needed then a change order will need owners approval before any more work will be performed. Cost will be $5/sq ft of repair.
5 New vinyl siding installed throughout house. This includes Jchannel around windows and doors and all corner boards.Tar paper will be installed behind new vinyl siding.Long siding nails will be used to secure new vinyl through exsisting layer of wood siding that is on the house.
6 Any new projects or repairs not covered in this document will require a change order and owners approval before continuing with any new work or repairs.
Labor and material will be "Cost(labor) Plus(materials)"
at rate of $50/hr and %10 fee on all non owner supplied materials.

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II. Contract Price

A. In addition to any other charges specified in this agreement, Owner agrees to pay Contractor $. for completing the Work described as the Exterior Renovations.

III. Scheduled Start of Construction

A. Work under this agreement will begin any time after this contract is signed by Contractor and Owner.

IV. Scheduled Completion of Construction

A. Work under this agreement will be completed in a reasonable time, consistent with the schedule of Contractor and Owner.

V. Documents Incorporated

A. This agreement incorporates by reference certain disclosures and notices required by federal and state law. The following documents are incorporated as though included in full as part of this agreement.

Thermal Insulation Disclosure

B. 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. Proposal (Estimate or Bid)

Proposal (Estimate or Bid) dated 3/8/2015.
Consisting of 6 sheet(s).
For the amount of $31,805
Entitled Estimate 400.
Other Contract Documents notwithstanding, the proposal by Contractor dated 3/8/2015 defines Work to be completed under this agreement. Anything not included in the proposal dated 3/8/2015 is not included in this agreement and is not part of the Work. Contractor will be entitled to a Change Order and additional compensation for anything in any Plans or Specifications or anything required by Law or ordinance that is not identified in the proposal dated 3/8/2015.

VI. Scope of Work

A. The intent of this contract is to provide for the construction, complete in every detail, of the Work described in or reasonably inferred from the Contract Documents, at the Contract Price and within the time established in the schedule. Contractor has the duty to determine the means, methods, techniques, sequences and procedures required to complete the Exterior Renovations as described and inferred.

B. Except for materials expressly designated otherwise in the Contract Documents, Contractor warrants that all materials and equipment furnished under this contract shall be of good quality and new.

C. Contractor is responsible for coordination of the various trades and deliveries of equipment, materials and supplies to minimize interference which could delay the Work or pose a hazard to life or property. Contractor shall be responsible for allocation of tasks between trades and will be the final authority on location and routing of equipment and storage of materials on the Job Site.

D. Contractor will ensure that Subcontractors, their agents, and employees adhere to these Contract Documents. Contractor accepts responsibility for all Work performed under this contract, including Work performed by employees of Subcontractors. Contractor will settle disputes among Subcontractors and between Contractor and Subcontractors so that disagreements do not delay completion of the Work or affect quality of the Work.

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E. Contractor shall provide on the Job Site during the period of construction a temporary ch toilet or water closet which shall be serviced no less than weekly. Upon completion of the P Contractor will remove temporary toilet facilities from the site.

VII. Owner's Responsibilities

A. Owner will respond in writing and with reasonable promptness to written requests from Contractor for information relevant to completion of the Work. Owner will identify a Representative qualified to respond to questions from Contractor when Owner is not available. Contractor is authorized to rely on written responses from Owner and the identified Representative.

B. Owner affirms that Owner has the right to enter into this agreement and has the right to contract for construction of the Exterior Renovations on the Job Site. Owner shall pay all taxes and assessments due on the Job Site during the period of construction and shall take all reasonable actions required to protect marketable title to the Job Site.

C. Owner shall have sole responsibility to secure financing for the Exterior Renovations and shall pay all fees, charges, or other costs of such financing, including Inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Owner to Contractor. Owner hereby authorizes and directs any lender on the Exterior Renovations to furnish Contractor with full information on undisbursed loan proceeds when requested by Contractor.

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

E. 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 Contractor.

F. All materials to be furnished by Owner under the Contract Documents shall be on hand and available at the location specified, when required in the normal course of construction. Contractor makes no warrant that materials Furnished by Owner are suitable for use in the Exterior Renovations and may reject such materials if Installation would materially increase the cost of construction or substantially delay completion of the Exterior Renovations.

G. During the Contract Time, Owner shall, at the expense of Owner, provide and maintain a surfaced roadway connecting the Job Site with a public highway.

H. Owner grants to Contractor the rights to take pictures of the Exterior Renovations and use those pictures for advertising, promotion or publicity purposes in any electronic, online, or print format. Owner grants to Contractor permission to give prospective clients of Contractor the name of Owner and a contact number when soliciting future business. These rights expire 18 months after completion of the Exterior Renovations unless terminated sooner by Owner.

VIII. Payment Plan

A. Owner will pay to Contractor the Contract Price in installments consisting of an initial payment, progress payments, and a final payment on completion of the Work.

IX. Initial Payment

A. Upon execution of this agreement, Owner shall pay to Contractor $3,000 as an advance on the Contract Price.

B. Contractor may use the initial payment to buy materials for the Exterior Renovations, for pre

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-construction expenses, and to cover a portion of the fee for doing the Work.

X. Progress Payments

A. Schedule of Progress Payments

1. Each progress payment will cover Work done during the pay period. The amount of each progress payment will be based on the value of Work completed. If a progress payment would be due on a legal holiday, the payment will be made on the last business Day before that holiday.

2. Progress payments will be made weekly each Friday.

B. Processing of Progress Payments

1. No less than 2 calendar days before each progress payment is due under the terms of this contract, Contractor shall provide Owner with an application for payment (invoice) in a form which complies with generally accepted trade practice.

2. Except as provided otherwise in this agreement, Owner shall pay the amount due within 2 calendar days after approval of any application for initial, progress or final payment.

3. The amount of each progress payment shall be based on the value of construction put in place during the payment period as calculated from the cost estimate and proposal submitted by Contractor for the Exterior Renovations.

XI. Final Payment

A. Contractor 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 Contractor for the entire unpaid balance of the contract amount.

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

C. The acceptance of final payment by Contractor constitutes a complete and unconditional waiver and release of any and all Claims by Contractor 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 Contractor as not having been settled at that time.

XII. Changes in the Work

A. Except as provided elsewhere in this agreement, no change to this contract (including modification, clarification, interpretation or correction of the Plans or Specifications) shall be made without mutual agreement and a written Change Order signed by Contractor and Owner identifying the change, the cost of the change, and the effect on Project schedule, if any.

B. Contractor may delay acting on any written or oral direction, instruction, interpretation, or determination of Owner which would constitute Extra Work and may assert the right to an amendment to this contract by written Change Order before proceeding.

C. No change in the Contract Price or Contract Time will be approved without consent of Sureties providing Performance or Completion Bonds for the Exterior Renovations.

D. When a change in the Work has been proposed by Owner, Contractor shall halt Work in the area of

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the proposed change and take steps to minimize any loss or waste which might result implementing the proposed change.

XIII. Insurance

A. General Requirements

1. Contractor shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Contractor and Owner during progress of the Work.

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Signatures

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

This contract is for immediate acceptance. Any delay in acceptance beyond 10/15/2015 will require renegotiation of the terms of this agreement.

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

Keith Marple, Owner

(Signature) — 10/6/15 (Date)

Keith Marple
(Printed Name)

(Signature) — (Date)

(Printed Name)

Ron Petrone, Contractor

(Signature) — 10/6/15 (Date)

Ron Petrone
(Printed Name)