ANDRUKAITIS
MOSHER
Homes & Fine Woodworking

AGREEMENT:
For building and construction

Date:10/13/14

Ref:
10 M.R.S.A. §§ 1486-90

Contract No. 0668

1. **Parties to This Contract:**

A. Contractor **ANDRUKAITIS – MOSHER BUILDERS** 207-515-1574; 207-939-9410

Phone

152 Lewiston Rd, Gray, Maine 04039

B. Homeowner or Lessee [redacted] & Kathrine Kayatta
Ian Gilbert

Phone

141 Beacon Street
Portland, ME 04101

igilbert12@gmail.com
kskayatta@gmail.com

2. **Location of Work:**
141 Beacon Street
Portland, ME 04101

3. **Project Dates:**
A. Estimated date of commencement:
on or around (date) __11/3/14

B. Estimated date of completion: 6 working weeks, approximately 12/12/14

4. **Contract Price** $68,590.00

5. **Method of Payment**
A deposit of $20,000.00 due up front at the signing of the contract, $20,000.00 due every 14 days from start date(11/3/14) and the balance of $8,590.00 due upon completion of the scope of work.

PLEASE NOTE: ANDRUKAITIS - MOSHER BUILDERS holds the right to delay and/or continue with a project and all related work specified to this contract if any payment is rejected, canceled, late or unpaid for any reason. ANDRUKAITIS - MOSHER BUILDERS shall seek any and all legal rights in seeking all financial restitution.

6. **Description of the Work:**

Master Bedroom Suite; First & Second Floor Bathrooms:

<u>Master Bedroom:</u> (see allowances)

- Provisions to level floors accordingly with adjusting second floor joists in conjunction with support from the basement.
- Provisions for framing walls for new master bedroom suite, master bath, and master closet based upon the agreed layout. This included access via closet for bathroom shower valves.
- Creation of square hallway and elimination of existing angled hallway corner.
- The back hallway maple flooring will be taken back to corner and pieced back in to match. The hallway floors and foyer will then be sanded and finished for optimal appearance.
- Provisions to fiberglass insulate exterior walls prior to drywall. Based on current wall thickness.
- Provisions for electrical accommodations and "rough-in" (RI) for up to 4 recessed lights in master closet, 4 master bedroom wall sconces, 4 recessed lights in master bedroom ceiling. Furthermore, all outlets and switches will be replaced with new units.
- Provisions for new sheetrock on new and demolished areas. Sheetrock will be finished taped and sanded.
- Provisions for "closest match" interior trim along floor, doors, windows, etc.
- Re-use of interior doors when applicable. Accommodations for the purchase of 1 matching interior door if required.
- Provisions for customs designed melamine coated closet shelving, hanging poles, etc. Does not include center island provisions at this time or provisions for built-in cabinetry, drawers, etc. However, design, advantages, and costs can be discussed in greater detail if desired.
- Removal of existing bedroom window where closet is proposed to be.

<u>Master Bathroom:</u> (see allowances)

- Provisions for new electrical and plumbing reworking.
- New drywall on all surfaces, taped and finished.
- Provisions for new double vanity, top, and bowl, toilet, and fixtures.
- Custom Tile Shower: This will include a fiberglass base and will be prepped for eventual tile installation.
- Provisions for tile floor installation (Based off 12"x12" tiles).
- New interior trim (best match to existing).
- Provisions for linen closet with shelving.
- Installation of ***<u>new</u>*** smaller window within bathroom.
- ***<u>NEW</u>***: provisions for new sheetrock, tape, and finish in second floor rear bedroom.

7. **Warranties:** The contractor provides the following express warranty:

Andrukaitis- Mosher Builders (AM) provides a one (1) year warrantee that covers defects in interior craftsmanship only and a one (1) year warrantee that covers defects in exterior non-finish structural construction only. This warranty does not cover any and all damage caued by wear & tear, misuse, neglect, mishandling, and any other circumstances that constituted a mistreatment of the construction performed. Any damage determined to be caused by wear & tear, misuse, neglect, mishandling, and any other circumstances that constitutes a mistreatment of the construction performed shall void this warrantee. AM shall not be held responsible for any problem or dissatisfying issue arising from natural occurrences such as settling, sinking, heaving, shifting, shrinkage/expansion, and any other natural phenomena caused by either nature or man, neglect, or any other factor other then a direct deficiency in craftsmanship caused by AM. AM shall not be held responsible for defects in any building material unnoticed at the time of construction. AM shall not be held responsible for problems in workmanship that arise due to disclosed as well as undisclosed preexisting conditions in any and all property affected and unaffected by the construction performed by AM. This warrantee does not apply to dissatisfaction and discontent of any kind except for and specifically because of defects in craftsmanship. Any and all warrantee work deemed necessary shall be at the sole discretion of AM and related associates. All claims must be reported via paper mail to the contractors address within the time frame listed above.

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In addition to any additional express warranties agreed to by the parties, the contractor warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for this location; constructed in a skillful manner and fit for habitation. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

8. **Resolution of Disputes:** 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 (_____).
The parties are *not* required to select one of these dispute resolution methods. They are optional. If the parties do *not* select one of these dispute resolution options, check here: _____.

9. **Change Orders:** Any alteration or deviation from the above contractual specifications that involve extra cost will be executed *only upon the parties entering into a written change order.*

10. **Additional Provisions:** _____

Allowances:

Master Bedroom Suite:

- Custom Tile Shower Tile Base: $700.00
- Electrical fixtures (lights, dimmers, etc.): $500.00
- Plumbing Fixtures: Shower Hardware, Sink (Bowl & Top), Vanity, Faucets, Valves, Toilet, etc.: $2500.00
- Tile Floor Costs: $2.00 ft2

Second Floor Bathroom:

- Shower and Tub Unit: $600.00
- Electrical fixtures (lights, dimmers, etc.): $300.00
- Plumbing Fixtures: Shower Hardware, Sink (Bowl & Top), Vanity, Faucets, Valves, Toilet, etc.: $1500.00
- Tile Floor Costs: $2.00 ft2

First Floor Bathroom:

- Electrical fixtures (lights, dimmers, etc.): $200.00
- Plumbing Fixtures: Toilet, Pedestal Sink, hardware: $600.00
- Bathroom Cabinetry: $1200.00. (if custom cabinetry is desired, this will reflect current labor and material costs).
- Tile Floor Costs: $2.00 ft2

Project Notes:

Lead Paint:
Because of the age of the house, its proximity within Portland to other dwellings, and the fact that a permit must be taken out for such a project, there remains the issue of possible lead remediation and containment during the construction process. The City of Portland may require that the areas affected be tested for the presence of lead paint. If it is determined to be present, code enforcement will require proper EPA addressing.

Andrukaitis-Mosher Builders LLC is state certified and trained to safely remove, contain, and discard lead paint if that does present itself to be mandatory. This can sound much worse then it really is, however, since the majority of work to be performed will be contained within the dwelling, this actually worked in all of our favor. Much of the containment, discarding, and air

filtering can efficiently be compartmentalized within the structure, thus, eliminating much of the cost

However, as previously discussed, because the homeowners are performing the demolition, you may be exempt from these stringent EPA requirements. Nevertheless, A&M Builders is not responsible for any fees, fines, etc. associated with the correct/incorrect testing, permitting, removal, and remediation of lead present surfaces or materials. Furthermore, we cannot act as a legal advisory on lead based product removal and disposal but would encourage you to contact the required authorities, prior to demolition, to ensure all laws pertaining to homeowner lead product removal and disposal are followed.

Windows and Doors:
All locations and sizes of doors and windows to be replaced/installed will remain as currently existing unless otherwise mentioned in the design proposal. Please refer to specified line item for details.

Complete Demolition:
It has been suggested, in an effort to mitigate costs, that the homeowners shall be responsible for all demolition required for the project, except where explicitly noted. **Complete demolition will be defined as**: *complete removal of wall and ceiling (where applicable) materials (e.g. drywall, plaster, trim, fixtures, all fasteners, etc.), flooring material (e.g. tile, hardwood flooring, vinyl, nails, screws, all fasteners, all underlayment's, etc.), bathroom fixtures (e.g. toilets, showers/tubs, sinks and vanities, etc.) down to base sub flooring and framing, removed into suitable waste container, and disposed of.* A&M Builders LLC is not responsible for any costs associated with demolition, waste removal, and other associated fees for this initial phase of homeowner demolition. A&M Builders will subsequently provide waste management the contractor project phase.

Hardwood Flooring:
Hardwood flooring will be installed in the newly constructed hallway. This installation area will be limited to approximately the corner of the third floor stairs doorway to the back bedroom. Sanding and finishing will be provided for the second floor foyer and hallway areas only.

Master Bathroom Shower Tile:
In an effort to mitigate costs, the homeowners have opted to perform/hire their own tile installation for the master bathroom shower and glass door installation. Therefore, with regards to these tile areas, A&M Builder's scope will be limited to preparation only.

Tile preparation will be defined as a *state ready for tile installation*. Thus, this will include and required framing, plumbing RI, electrical (where required), etc., and tile backer.

With regards to the master shower, we will provide a fiberglass base chosen by the homeowners based on a scheduled allowance (see above) and prepare wall and ceiling surfaces for tile installation.

Painting:
In an effort to mitigate costs,

A&M Builders will not be required to prime, paint, or prep, except at their discretion, any wall, ceiling, new or existing areas, interior/exterior trim, flooring, cabinetry, etc.

Heating System:
Based upon our conversations, budget constraints, and cost effectiveness, we based our heating allowance from the utilization of the residence's current boiler and adjacent system. Because of your current plan to possibly sell the residence in 5 years, installing a new high efficient system as discussed initially may not financial benefit you in the long term as it often times takes significantly longer to see a fiscal return on your heating efficiency upgrades. Therefore, our allowance includes all upgrades needed to accommodate the new design and required call for heating. It is our understanding that we will relocate where necessary existing radiators and supply only those noted by our heating contractor for proper heating.

Leveling Floors:
It is quite common for older houses to have deflection in the floors. There are procedures builders can take to repair and/or hide floor deflection. We will attempt to fix floor deflection the best way possible by use of supplemental footings and supports. However, it is not guaranteed that all deflection will be eliminated nor is it guaranteed that subsequent deflection may reoccur.

Gas Lines:
Because the cost of estimating the roughing-in of gas lines to the fireplace(s), we have opted to wait until we assess the project and evaluate the situation before we offer a firm price. Nevertheless, we do not see any issue with this request.

Building Permit(s)
We have included **$400.00** allowance for the costs of the building permit. In the event that the actual costs associated with the permit exceeds the allowance price, the homeowners will be responsible for the additional costs.

Provisions Not Included:

- Priming, prepping, and painting will not be included.
- Lead containment if required by town (See Notes).
- Extra labor for decorative tile installation.
- Appliances (washer and dryer).
- Additional costs associated with permitting above allocated allowance of $400.00.

11. **Contract Acceptance:**

Signature:_____ Date:_____
(Homeowner or Lessee)

Signature:_____ Date:_____
(Contractor; AM Builders, LLC)

EACH PARTY MUST RECEIVE A COPY OF THIS SIGNED CONTRACT BEFORE WORK CAN BE STARTED.

12. **Payments Received:**

Check Amount:	Check #:	Received Confirmation:	Date: