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manner and fit for habitation or appropriate use. The warranty rights and remedies 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, prior to commencement of legal action (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
- (4)  None of the above

**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. Changes to the scope of work will be "give and take" for original scope and allowances. Any "allowance" that is not used or cost of work that totals under the "allowance" will be applied to changes that increase the cost or scope or work.

**10. Default and Termination.** If the work should be stopped for a period of thirty days, through no act or fault of the Contractor the Contractor may, upon seven days' written notice to the Owner, terminate this Contract and recover from the Owner payment for all work executed and any proven loss sustained upon any proven plant or materials and reasonable profit and damage. If the Owner fails to make payment for a period of ten (10) days after an invoice has been submitted by the Contractor to the Owner, after satisfactory completion of the work required for payment, or if the Owner otherwise substantially defaults under the terms of the Contract, the Contractor may, upon three (3) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work performed and for all materials used.

**11. Miscellaneous Provisions.**

- a) **Governing Law:** This contract shall be governed by, and construed in accordance with, the laws of the State of Maine.
- b) **Entire Agreement:** This contract, along with any subsequent change orders, constitutes the entire agreement between the parties.
- c) **Severability:** In the event that any section or portion of this contract is found to be invalid, void, voidable, or otherwise unenforceable under law, then all remaining sections shall retain their full force and effect.
- d) **Litigation:** In the event of a legal dispute regarding the provisions of this contract, the prevailing party shall be entitled to reimbursement of reasonable legal fees and court





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costs. The parties agree to the personal and subject matter jurisdiction and courts of York County, Maine for all litigation regarding this contract.

**12. Performance:** Contractor agrees to comply with all building codes, governing rules and regulations, etc. associated with this Agreement, and further agrees that any adjustments to the project scope as a result of inspections or other regulations are the Contractor's sole responsibility to cure.

Further Contractor agrees that all fixtures, appliances, and materials will be installed in accordance with manufacturer's installation instructions and all manufacturer's warranty(ies) shall be assigned by Contractor to Owner upon such installation.

**13. Additional Provisions:**

A. Contractor is to ensure that all sub-contractors and employees are properly covered by liability, worker's comp, and other insurance policies as required by law.

B. Force Majeure: Notwithstanding anything to the contrary, the performance of this Agreement, except for the obligation to pay any sum then due under this Agreement, may be suspended by either party to the extent that performance in accordance with the terms and conditions of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but are not to be limited to, severe weather conditions, acts of God, acts of war, government interference, blackout or interference with telecommunications, riot, fire explosion, accident, flood, or sabotage; governmental laws, regulations, injunctions or restraining order: labor dispute, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgement). The party asserting a right to suspend performance under this Section must: (i) within a reasonable time (not to exceed seven (7) days after it has knowledge of the effective cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of the suspension; and (ii) make all reasonable efforts to perform in accordance with the terms and conditions of this Agreement.

C. Indemnification: Owner agrees to indemnify, defend and hold harmless the Contractor from any and all liability arising as a result of Owner's negligence. Contractor agrees to indemnify, defend and hold harmless the Owner from any claims, suits or demands of damage or loss arising from the negligence of the Contractor.

D. Proposal must be signed and returned along with the first payment before work can be scheduled and before work can begin.

**14. Exhibits:** The following exhibits are attached and incorporated by reference into this Agreement (collectively "Plans").

- a) Specification Sheet



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**15. Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties agree that a facsimile signature (including a PDF signature received by electronic mail) may substitute for and have the same legal effect as the original signature.

**16. Contract Acceptance:**

Signature: *Nathan R. [Signature]* Date: 9/18/18  
Homeowner

Signature: *[Signature]* Date: 9/18/18  
Contractor

EACH PARTY MUST RECEIVE A COPY OF THIS SIGNED CONTRACT BEFORE WORK



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# Specification Sheet

**Katherine Kayatta**  
141 Beacon Street, Portland, ME

<b>1000 Preparation Preliminaries</b>	<b>\$0.00</b>
<p><b>1000 Permits and Fees</b> <span style="float: right;">\$0.00</span></p> <p>Builder shall complete permit applications and make submissions to municipality for all building and mechanical permits required. Permits to be paid by owner</p>	
<p><b>1100 Architectural and Engineering</b> <span style="float: right;">\$0.00</span></p> <p>Architecture and engineering is not included in proposal.</p>	
<p><b>1300 Demolition</b> <span style="float: right;">\$0.00</span></p> <p>Temp plastic walls for dust barrier to be installed by owner. Protection of existing floors to be owners responsibility. All demolition to be completed by owner. Including: demolition of kitchen/tops/ appliances/plaster/lathe/drywall/nails and staples pulled on walls and ceiling. plaster or drywall around opening to be widened. Demo of all sub floor in kitchen..</p>	
<b>3000 Rough Structure</b>	<b>\$10,886.00</b>
<p><b>3100 Framing</b> <span style="float: right;">\$4,536.00</span></p> <ul style="list-style-type: none"> <li>-Sister floor joists with 2x10s to level floor. Install 3/4 advantec subfloor</li> <li>-Build temp support, demo header between kitchen and dining room, widen opening and install new header.</li> <li>-Sister 2nd floor floor joists or frame ceiling under floor for level ceiling.</li> </ul> <p>All framing sizes to be to code.</p>	
<p><b>3600 Plumbing</b> <span style="float: right;">\$3,950.00</span></p> <p>Allowance for plumbing. GC fee = + 15%. Walk through after</p>	





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demo required for fixed pricing.

Plumbing system consists of

- PVC Drainage piping per code.
- CPVC Water Piping Per code.
- Plumb new sink, assume tie into existing vent. Assume 2 new toe kick heaters. Kitchen plumbing to be on own zone.
- Provide and install new garbage disposal

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**3700 Electrical**

\$2,700.00

Allowance for Electrical. GC fee = + 15%. Walk through with electrician after demo required for fixed pricing

- Wire new kitchen to code. Includes 6 recessed cans provided by electrician, hang 1 pendant.

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**4500 Windows and Doors**

\$2,530.00

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**4510 Windows**

\$2,780.00

Install two new, new construction windows.

- Allowance for both windows \$1,610. Allowance reflects - 15% markup from GC pricing. Assume new window in existing window opening.
- Replace windows, and install new exterior trim. (Exterior trim paint not included)
- Install door to mudroom. Door supplied by owner.

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**4545 Other Exterior Doors**

\$0.00

Existing door to back mudroom to remain.

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**4700 Insulation**

\$1,138.00

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**4700 Insulation**

\$1,138.00

- Net and blow insulation in exterior walls of kitchen.

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**5000 Drywall**

\$2,592.00

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**5000 Drywall**

\$2,592.00

- Drywall in new kitchen. Finish walls and ceilings and around new opening. All drywall to be 1/2" installed with screws in field, perimeter nails, taped and finished to a level 4 finish.

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**5100 Flooring**

\$2,864.00



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**5150 Hardwood Flooring**

\$2,864.00

- Install new Pre finished 3 1/4 oak flooring. Allowance 6.50 Sf for material.
- Moisture barrier underlayment.

Allowance: \$2,864.00

**5200 Interior Trim**

**\$1,680.00**

**5200 Interior Trim**

\$1,680.00

- Interior trim in kitchen.
- Trim 1 new door openings with 3 1/2 stafford casing (or similar). and 2 finished openings.
  - Interior trim on 2 new windows
  - Install 5 /14 speed base around kitchen
  - Install 4 5/8 crown molding around room

**5300 Ceramic Tile**

**\$1,200.00**

**5310 Ceramic Tile**

\$1,200.00

Allowance Install new subway tile back splash. Assume under cabinets only. Final price to be provided after kitchen designed finalized.

**5400 Cabinets**

**\$18,577.00**

**5410 Kitchen Cabinets**

\$12,758.00

- Allowance for Fabuwood kitchen cabinets through Coastal kitchens and Design in Kennebunk. Square recessed center panel door and draw front, white painted finish. Island cabinets, black painted finish. Reflects cabinetry to 8'

Allowance: \$12,758.00

Option      To be specified by client      TBD

**5420 Countertops**

**\$5,469.00**

Allowance- Countertops, solid, 3cm, under mount sink cutout, pencil edge detail, backsplash. Template, fabricate and install. Reflects stainless steel undermount sink. Installation 1 week



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from time of template.

Quartz  
Level 1- \$5,469  
Level 2- \$5,941  
Level 3- \$6,605

<b>5440 Cabinet Hardware</b>	<b>\$350.00</b>
Install cabinet hardware. Hardware provided by owner.	
<b>5500 Appliances</b>	<b>\$450.00</b>
<b>5500 Appliance Specifications</b>	<b>\$450.00</b>
Install appliances provided by owner. - Install and vent hood	
<b>5600 Finish Plumbing</b>	<b>\$0.00</b>
<b>5610 Plumbing Fixtures</b>	<b>\$0.00</b>
Plumbing fixtures to be provided by owner. <i>Please specify the Manufacturer, Model, and Finish/Color for</i>	
- Kitchen Faucet - Kitchen Sink	
Option	To be specified by client
	TBD
<b>5700 Finish Electrical</b>	<b>\$0.00</b>
	<b>\$0.00</b>
<b>5710 Electrical Fixtures</b>	
- Lighting fixtures other than recessed cans provided by owner.	
<b>5900 Interior Wall Coverings</b>	<b>\$1,940.00</b>
<b>5900 Interior Paint</b>	<b>\$1,940.00</b>





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- Prime all new drywall
- Prep new trim
- Paint ceiling 2 coats
- Paint trim 2 coats
- Paint walls 2 coats

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**6000 Completion** **\$250.00**

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**6000 Building Clean-Up** **\$250.00**

Home to be cleaned by a professional cleaning service. Final detailed cleaning to be performed prior to final Orientation with Project Manager.

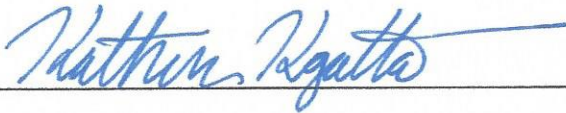
Dumpsters to be provided as necessary to store and remove debris.

Portable Bathroom Facilities shall be maintained on site in good condition for duration of project.

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**Total Price** **\$44,657.00**

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Client Signature

9/18/18

Date



Contractor Signature

9/15/18

Date

To view comments and upload revised documents, please visit our [eReview web portal](http://www.portlandmaine.gov/DocumentCenter/View/21181/How-to-Use-eReview-). Revised files should be uploaded in the same format and contain all pages as the original (one PDF file containing all drawing sheets and/or one PDF file containing all supporting document pages). Please use the Internet Explorer browser to access the portal. Instructions for how to view corrections and upload revised files can be found here: <http://www.portlandmaine.gov/DocumentCenter/View/21181/How-to-Use-eReview->



If the above link does not work, please copy and paste the following into the address bar on Internet Explorer:  
<https://egweb.portlandmaine.gov/EnergovProd/ereviewwebportal>

Permitting and Inspections Department  
Approved with Conditions

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Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

**Brian Stephens** <bstephens@portlandmaine.gov>  
To: Katherine Kayatta <kskayatta@gmail.com>  
Cc: Permitting and Inspections <buildinginspections@portlandmaine.gov>, Chris Legare <crlegare@gmail.com>

Mon, Jan 7, 2019 at 9:35 AM

Hello Katherine,

On 1/4/2019 I did make comments on you drawings requesting additional information about the framing. You can review the comments/questions and resubmit through the web portal. Please follow the instructions on the "Re-submittal Required" email.

Thanks, Brian  
[Quoted text hidden]

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**Brian Stephens**  
*Code Enforcement Officer/Plan Reviewer*

**City of Portland**  
Permitting and Inspections Department  
389 Congress Street - Room 315  
Portland, Maine 04101

[bstephens@portlandmaine.gov](mailto:bstephens@portlandmaine.gov)  
(207) 874-8704

**Katherine Kayatta** <kskayatta@gmail.com>  
To: Brian Stephens <bstephens@portlandmaine.gov>  
Cc: Permitting and Inspections <buildinginspections@portlandmaine.gov>, Chris Legare <crlegare@gmail.com>

Mon, Jan 7, 2019 at 9:45 AM

Hi Brian,

I responded through the portal under "collaboration" but I'm also emailing as I don't know how to use the portal very well and Chris is likely on a work site today without a computer (he texted me his login so I could check your comments on the portal) To answer your question, yes, the place you marked on the drawing is the opening to the dining room.

The plan is to return the doorway to it's original size. You can see the seams on the plaster wall from where the original larger doorway was framed in to be smaller. We are simply opening it back up to it's original size to match a doorway on another wall. The new opening will be 29 inches wider and 12 inches taller. There is an existing header for the larger opening already inside the wall.

There is already a beam supporting the load in the basement which our builders installed in 2014 - see permit 201402518.

Please let me know if this answers your questions or if you require any additional information.

[Quoted text hidden]