

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that ELLEN K FRONCEK

Located At 82 CONCORD ST

Job ID: 2011-10-2415-ALTR

CBL: 130- B-005-001

has permission to Building Dormer in Attic above Stairs

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

closed

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2011-10-2415-ALTR	Date Applied: 10/7/2011	CBL: 130- B-005-001	
Location of Construction: 82 CONCORD ST	Owner Name: JOE & ELIZABETH LAVERRIERE	Owner Address: 82 CONCORD ST PORTLAND, ME 04103	Phone: 207-415-5177
Business Name:	Contractor Name: Brochu, Steve	Contractor Address: 106 Gagne ST LEWISTON ME 04240	Phone: (207) -576-0576
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - Building-Addition	Zone: R-5
Past Use: Single family	Proposed Use: Same -- single family -- add 6' dormer in attic to add head room over stairs	Cost of Work: 10000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved <i>L / conditions</i> <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: <i>R-3</i> Type: <i>SB</i>
		Signature: <i>Capt. Perrin 10/31/11</i>	Signature: <i>[Signature]</i>
Proposed Project Description: Building Dormer in Attic above Stairs		Pedestrian Activities District (P.A.D.)	
Permit Taken By:		Zoning Approval	

<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>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM</p> <p>Date: <i>OK w/ conditions</i> <i>10/25/11</i> <i>APM</i></p>	<p>Zoning Appeal</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>Historic Preservation</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>APM</i></p>
	CERTIFICATION		

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

12-6-11 DWM Liddy Framing only. Provide valley rafters, hangers
on ridge + header, Owner informed of SD requirements

12-14-11 DWM Elizabeth Final OK

BUILDING PERMIT INSPECTION PROCEDURES

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

or email: 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:

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

Director of Planning and Urban Development
Penny St. Louis

Job ID: 2011-10-2415-ALTR

Located At: 82 CONCORD ST

CBL: 130- B-005-001

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 issued with the condition that the dormer is not adding any floor area, only headroom.

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. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Fire

All construction shall comply with City Code Chapter 10.

All smoke detectors and smoke alarms shall be photoelectric.

Hardwired Carbon Monoxide alarms with battery back up are required on each floor.

25.

2011102415

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.

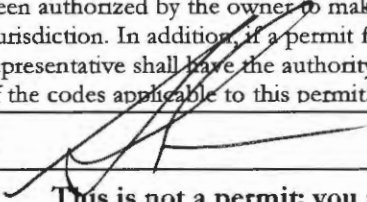


Location/Address of Construction: <u>82 Concord St. PORTLAND</u>		
Total Square Footage of Proposed Structure/Area <u>DORMER 48</u> <input checked="" type="checkbox"/>	Square Footage of Lot <u>5000</u> <input checked="" type="checkbox"/>	Number of Stories <u>2</u>
Tax Assessor's Chart, Block & Lot Chart# <u>130</u> Block# <u>B</u> Lot# <u>5</u>	Applicant: (must be owner, lessee or buyer) Name <u>JOE LAVERRIERE</u> Address <u>82 CONCORD ST.</u> City, State & Zip <u>PORT. ME.</u>	Telephone: <u>207</u> <u>415-5177</u>
Lessee/DBA <u>OCT - 6 2011</u> <u>Dept. of Building Inspections</u> <u>City of Portland Maine</u>	Owner: (if different from applicant) Name Address City, State & Zip	Cost of Work: <u>\$ 9366</u> C of O Fee: \$ _____ Historic Review: \$ _____ Planning Amin.: \$ _____ Total Fee: \$ <u>100.00</u>
Current legal use (i.e. single family) <u>Single Family</u> Number of Residential Units <u>1</u> If vacant, what was the previous use? <u>N/A</u> Proposed Specific use: <u>Single Family</u> Is property part of a subdivision? <u>N/A</u> If yes, please name _____ Project description: <u>IN ATTIC BUILD DORMER ABOVE STAIRS TO ADD HEAD ROOM FOR ENTRY TO ATTIC</u>		
Contractor's name: <u>STEVE BROCHU</u>		Email: <u>BROCHU BUILDERS @ ROADRUNNER.COM</u>
Address: <u>106 GAGNE ST. LEWISTON ME. 04240</u>		Telephone: <u>207 576-0576</u>
City, State & Zip _____		Telephone: <u>207 576-0576</u>
Who should we contact when the permit is ready: <u>STEVE BROCHU</u>		Telephone: <u>207 576-0576</u>
Mailing address: <u>SAME.</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.

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, 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:  Date: 10-3-11

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

FOR MORTGAGE LENDER USE ONLY

GENERAL NOTES: (1) DISTANCES SHOWN ARE TAKEN FROM PROVIDED TITLE REFERENCES SHOWN BELOW. (2) THE PURPOSE OF THIS INSPECTION IS TO RENDER AN OPINION AS FOLLOWS: A) DWELLING AND ACCESSORY STRUCTURE'S COMPLIANCE WITH RESPECT TO MUNICIPAL ZONING SETBACKS, AND B) FLOOD ZONE DETERMINATION BY HORIZONTAL SCALING ON BELOW REFERENCED FEMA MAP. (3) THIS INSPECTION EXCEPTS OUT ALL TECHNICAL STANDARDS CURRENTLY SET FORTH BY STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS. (4) THIS INSPECTION IS TO BE USED ONLY BY THE BELOW LISTED LENDER, TITLE ATTORNEY & TITLE INSURER AND IS NOT TO BE USED BY ANOTHER PARTY FOR BOUNDARY LINE LOCATIONS OR LAND TITLE OPINIONS. (5) A BOUNDARY SURVEY SHOULD BE PERFORMED TO RENDER A PROFESSIONAL OPINION PERTAINING TO BOUNDARY LINE LOCATIONS, EASEMENTS, RIGHTS OF WAY, ENCUMBRANCES, ENCROACHMENTS, AND/OR CONFLICTS WITH ABUTTER'S DEEDS.

REV. 08/18/07

THIS SKETCH IS NOT TO BE USED FOR CONSTRUCTION PURPOSES, IMPROVEMENTS SHOWN ARE APPROXIMATE.

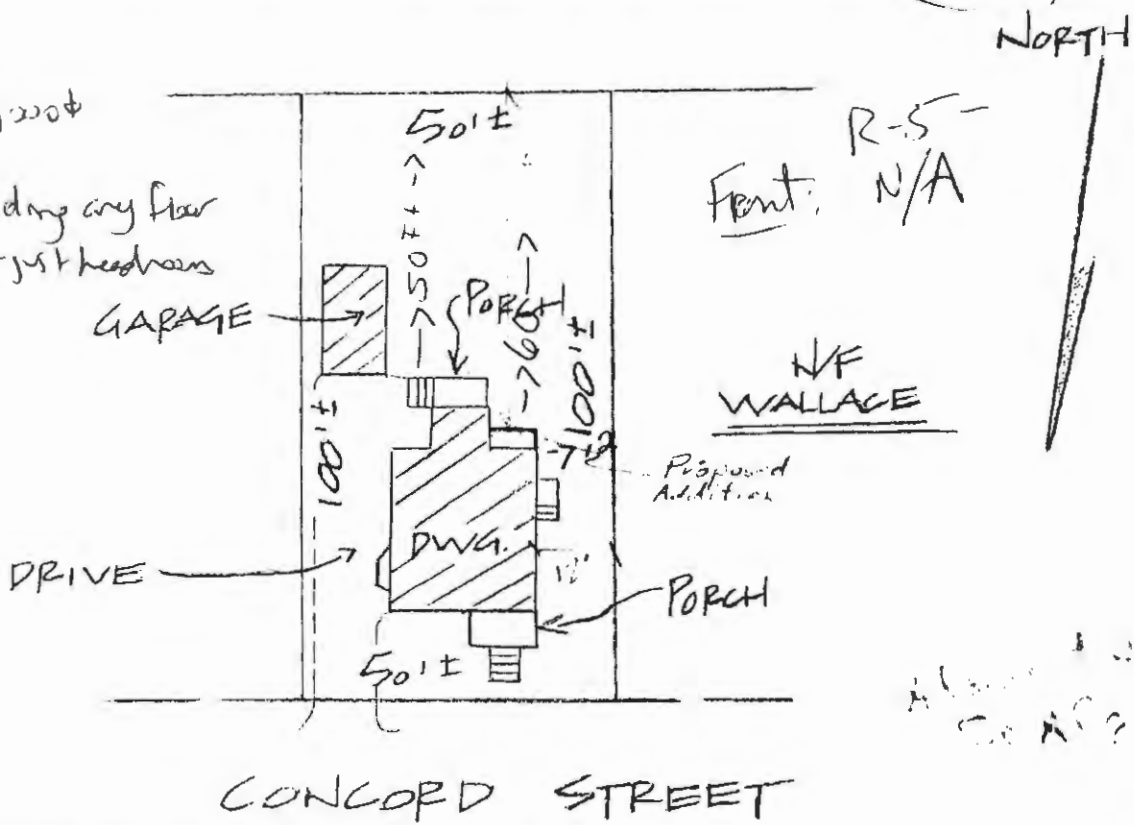
ADDRESS: 82 Concord Street
Portland, Maine

INSP. DATE: 9/21/2007

SCALE: 1"=30'

B5
lotsize 5,200±

*not adding any floor
area - just headroom



NDE

SEE PROVIDED TITLE REFERENCES FOR APPURTENANCES, IF ANY.

APPLICANT: Thomas & Ellen Froncek FILE#: 20720697

OWNER: Nancy Forrester CLIENT#: 3017-07

LENDER: _____

REQ. PARTY: Baxter Title Company

ATTORNEY: _____

TITLE REFERENCES: COUNTY: Cumberland

DEED BOOK: 20916 PAGE: 337

PLAN BOOK: _____ PAGE: _____ LOT: _____

MUNICIPAL REFERENCE:

MAP: 130 BLOCK: D LOT: 5

THE DWELLING DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD ZONE PER FEMA COMMUNITY MAP No. 230051 PANEL: 0013B ZONE: C DATE: 12/8/1998

THE DWELLING WAS IN COMPLIANCE WITH MUNICIPAL ZONING SETBACK REQUIREMENTS AT THE TIME OF CONSTRUCTION.

James D. Nadeau, LLC
Professional Land Surveyors

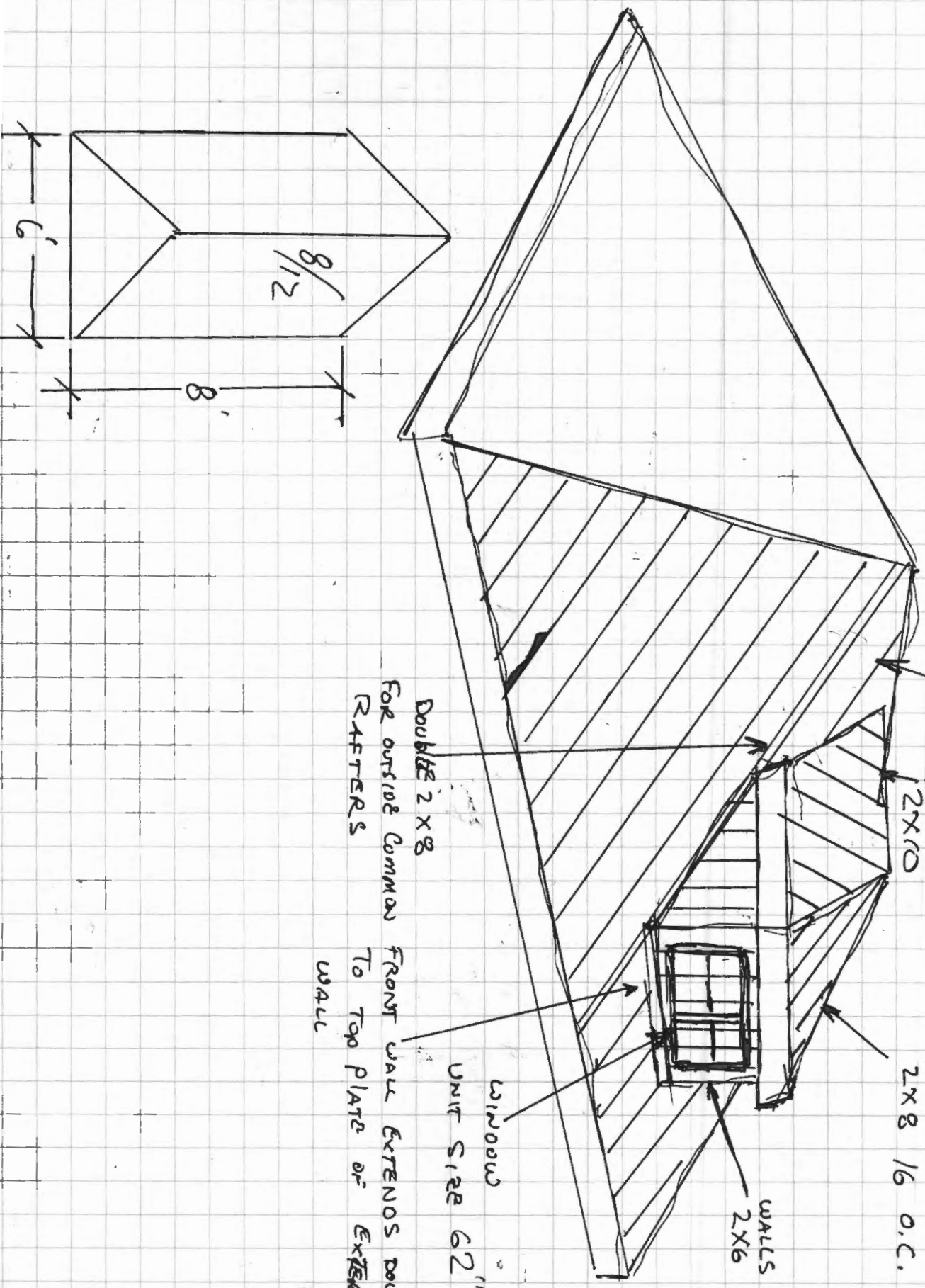
[Signature]
9-21-07

918 BRIGHTON AVE. PH.(207)878-7870
PORTLAND, ME. 04102 F.(207)878-7871

THIS INSPECTION IS VALID ONLY WITH AN EMBOSSED SEAL AND IS NULL & VOID 90 DAYS AFTER INSPECTION DATE

THIS IS NOT A BOUNDARY SURVEY - NOT FOR RECORDING

- No New Floors or walls interior
- Not Removing any Partitions or Beams
- No New Stairs
- No egress Requirement Attic Space
- Attic Floor / Living space Ceiling insulated



ORIGINAL RAFTERS
2x6 Rough Cut
24" O.C.

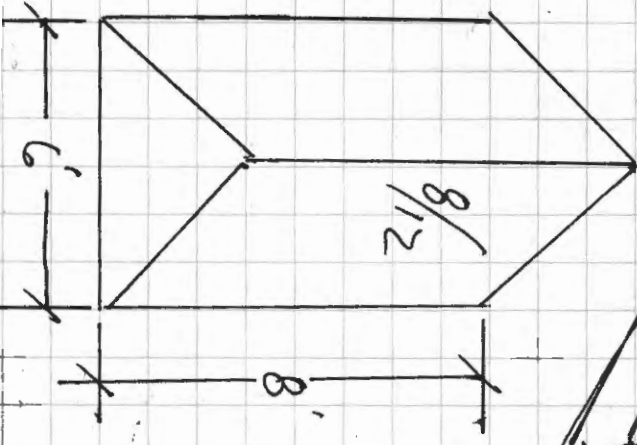
RIDGE POST
12x10

DOUBLE RAFTERS
2x8 16 O.C.

WALLS
2x6 16 O.C.

WINDOW
UNIT SIZE 62" X 40"

DOUBLE 2x8
FOR OUTSIDE COMMON
RAFTERS
FRONT WALL EXTENDS DOWN
TO TOP PLATE OF EXTERIOR
WALL





Brochu Builders
106 Gagne St.
Lewiston, ME 04240

Estimate

Estimate valid for 15 days

NAME / ADDRESS
Joe Laverriere
82 Concord St
Portland, ME

DATE 9/22/2011

DUE DATE 10/7/2011

ESTIMATE NO. 1

PROJECT
Dormer Addition

DESCRIPTION	TOTAL
Brochu Builders will (material included) BUILD DORMER IN ATTIC ABOVE STAIRS	9,366.74
- Frame 6' X 8' Dormer to best match front dormer.	
- 2 X 6 Walls 16 O.C.	
- 2 X 8 Roof rafters 16 O.C.	
- Sheathing	
- Walls 7/16 OSB	
- Roof 3/4 Advantech decking	
- Soffit	
- Build to match front dormer	
- Window Unit size to fit R/O 62" X 40" Harvey window or best comparable match	
- Harvey window SLIM LINE ADDITION, Double Hung, Clear glass, 1/2 screen, two single units mulled together.	
- Roofing	
- Install new black three tab Certainteed shingles or best comparable match, to new dormer and the remaining area of that hip roof (right side) along with adjacent hip roof (left side)	
- Siding	
- Install Certainteed Main Street siding or best comparable match	
- Metal Coil Stock	
- Install metal coil stock to window casings and fascia of new dormer	
NOTES: 1. Brochu Builders needs off street parking for utility trailer during project. 2. Brochu Builders needs electrical power during project. 3. Brochu Builders needs space to erect staging to complete project	
Maine Sales Tax	0.00

TOTAL \$9,366.74

TERMS Special Order 50% to Order, 20% Half Complete, 20% when three quarter complete and Balance due upon Completion and Acceptance.

Brochu Builders will furnish all necessary labor, equipment, supervision, and insurance required to complete the above scope of work in accordance with plans and specifications received, for the stated total above.

BROCHU BUILDERS IS NOT RESPONSIBLE FOR Any permits and or inspections required to complete project. Anything outside the scope of this estimate. Any changes will be with a change order, accepted and signed.
Balances more than 30 days past due will be at a rate of 10% APR Purchaser also agrees to reimburse all collection/attorney fees.

I have read and understand the terms of this contract and accept.

Signature

Phone #
1-207-576-0576

Fax #
1-207-782-5237

E-mail
brochubuilders@roadrunner.com

HOME CONSTRUCTION CONTRACT

82 JAL

This Home Construction Contract ("Agreement") is entered into this 3rd day of October, 2011, by and between STEVE BROCHU, doing business as "Brochu Builders," whose address is 106 Gagne Street, Lewiston, Maine 04240 (hereinafter referred to as "Contractor"), and Joe Laverriere, [an individual] whose address is 28 Concord St, Portland, Maine (hereinafter referred to as "Owner"). The parties mutually agree as follows:

SECTION ONE DESCRIPTION OF WORK

Contractor shall perform all the work required by, and in accordance with, the Contract Documents (as defined below), at property owned by the Owner generally located at 28 Concord St, Portland, Maine

SECTION TWO CONTRACT PRICE, STOP WORK & LATE FEES

Owner agrees to pay Contractor for the work described, the total price of Nine Thousand Three Hundred Sixty Six Dollars and Seventy Four Cents (\$ 9,366.74). Payment of this amount is subject to additions and/or deductions according to the provisions of this Agreement. Payment of the total contract price is to be made in installments, as progress payments, as follows:

- A. A Non-refundable down payment of One thousand Dollars (\$ 1,000.00), being approximately Ten percent (10%) of the Contract Price, receipt of which is hereby acknowledged; and
- B. An additional Three Thousand Dollars (\$3,000.00), being approximately Forty percent (40%) of the Contract Price, shall be due upon the delivery of the materials to the work site as confirmed by Contractor's verbal or written notice of same to Owner; and
- C. An additional Two Thousand Dollars (\$2,000.00), being approximately Twenty percent (20%) of the Contract Price, shall be due upon approximately (50%) project completion as confirmed by Contractor's verbal or written notice of same to Owner; and
- D. An additional Two Thousand Dollars (\$2,000.00), being approximately Twenty percent (20%) of the Contract Price, shall be due upon approximately (75%) project completion as confirmed by Contractor's verbal or written notice of same to Owner ; and
- E. The balance shall be due at the time of substantial completion of the work described, subject to the requirements of Section Four hereof.

In the event that any of Owner's payments required by this Agreement are not timely made, the parties agree that Contractor may immediately discontinue, stop and withhold all work pursuant to this Agreement until such time as Owner has made such payment.

Owner shall pay Contractor (in addition to, and not in lieu of, any damages suffered by Contractor) interest in the amount of 1.5% per month, being eighteen percent (18%) per annum, on all sums and payments owed to Contractor and not paid when due by Owner pursuant to this Agreement.

SECTION THREE PROGRESS PAYMENTS

The progress payments described in Section Two of this Agreement may be withheld if:

- A. Work is defective and not remedied;
- B. Contractor does not make prompt and proper payments to any subcontractors hired by Contractor; or
- C. Contractor does not make prompt and proper payments for labor, materials or equipment it is furnished.

SECTION FOUR FINAL PAYMENT

The final progress payment shall not be due until Contractor has delivered to Owner a complete release of all liens arising out of the Agreement herein, or receipts in full covering all labor, materials and equipment for which a lien can be filed, or in the alternative a bond reasonably satisfactory to Owner indemnifying it against such liens. Owner by making the final payment waives all claims except those arising out of:

- A. Defective work appearing within one year after substantial completion, consistent with the warranty provisions of Section Eleven;
- B. Any items remaining on a punch list jointly developed and signed by both parties; or
- C. Outstanding claims of liens attributable to the work performed by Contractor or its subcontractors.

SECTION FIVE STARTING AND COMPLETION DATES; SUBSTANTIAL COMPLETION

Contractor's work under this Agreement shall commence within sixty (60) working days from the effective date of this Agreement. Contractor estimates that such work shall be substantially completed on or about November 30, 2011, however, such date of substantial completion is not guaranteed and the actual date of substantial completion may vary considerably from the estimate provided. Owner shall not occupy or use the premises, or any portion thereof being constructed by Contractor pursuant to this Agreement, until Contractor's

work has reached substantial completion and all payments properly due Contractor from Owner as of said date have been made.

Substantial completion is defined, for purposes of this Agreement, as occurring when the Contractor's work is complete to the extent that the Owner can occupy or utilize the work for its intended purpose. Receipt of an occupancy permit for the project shall not be a prerequisite to accomplishing substantial completion. When the Contractor considers that the work has reached substantial completion, the Contractor shall provide Owner written notice of such determination. The parties shall meet at the work site within two (2) days of Owner's receipt of such notice to review the work for substantial completion. If the work is then substantially complete, the parties shall execute a Certificate of Substantial Completion, in the form attached hereto as **Exhibit A**.

SECTION SIX CONTRACT DOCUMENTS

The following documents are attached hereto and incorporated into this Agreement between Owner and Contractor, and contain without limitation the plans and specifications in accordance with which the Contractor's work is to be done (collectively referred to herein as the "Contract Documents"):

- A. Building Specifications, attached hereto as **Exhibit B**;
- B. Material List, attached hereto as **Exhibit C**;
- C. Plans, attached hereto as **Exhibit D**;
- D. Estimate/Change order, attached hereto as **Exhibit E**; and

The Contract Documents, together with any written work change orders issued pursuant to this Agreement, form the requirements for Contractor's work herein described. The parties intend that this Agreement, together with the Contract Documents, include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work, and all terms and conditions of payment.

Contractor reserves the right to substitute items of comparable quality for any materials, equipment, supplies or other items listed in the Contract Documents.

SECTION SEVEN RESPONSIBILITIES OF THE CONTRACTOR AND OWNER

A. Contractor's responsibilities and obligations in connection with the project herein, in addition to such other responsibilities and obligations indicated elsewhere in this Agreement, are as follows:

1. Furnishings of Labor, Materials, Etc. Contractor shall provide and pay for all labor, materials, tools, construction equipment and machinery necessary for the proper completion of work specified herein on the project in accordance with the Contract Documents.
2. Payment of Taxes. Contractor shall pay all sales and use taxes required by law in connection with work on the project in accordance with this Agreement.
3. Clean-up. Contractor agrees to keep the work premises reasonably free of waste material and rubbish caused by its work. Contractor further agrees to remove all such waste, materials and rubbish on termination of the project together with all its tools, equipment, machinery and surplus materials.

B. Owner's responsibilities and obligations in connection with the project herein, in addition to such other responsibilities and obligations indicated elsewhere in this Agreement, are as follows:

1. Permits. Any and all permits and approvals necessary for the completion of the work and the occupancy of the premises shall be acquired by Owner, at Owner's sole cost and expense (including payment of any fees therefor), and in a timely fashion so as not to delay Contractor's work. Contractor may offer the Owner reasonable advisory assistance in acquiring the permits.
2. Assistance. Owner shall provide Contractor all information reasonably available to Owner and pertinent to the work to be performed by Contractor hereunder. Unless otherwise specifically indicated in each case, the parties agree that Contractor may rely upon all such information provided by Owner or Owner's representatives. Owner agrees to offer such other reasonable assistance and cooperation as may be necessary for Contractor to complete the work indicated in this Agreement.
3. Access. Owner shall grant Contractor, and its representatives and subcontractors, full and unrestricted access to the work site and the interior portions of any structures thereon, without hindrance or obstruction, as may be reasonably necessary to allow Contractor to complete the work indicated in this Agreement.
4. Notice. Owner shall provide prompt written notice to Contractor whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's work or any defect or deficiency in Contractor's work.
5. Promotional Materials. Owner agrees that Contractor shall have the right to use photographs, video and descriptions of the work completed by Contractor pursuant to this Agreement for Contractor's sales and promotional purposes.

**SECTION EIGHT
TIME OF ESSENCE**

All times stated herein or in the Contract Documents are of the essence hereof.

**SECTION NINE
RESOLUTION OF DISPUTES**

If a dispute arises concerning the provisions of this Agreement 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) Mediation within fifteen (15) miles of Portland, Maine, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences, and if such mediation proves unsuccessful in resolving the dispute, the parties shall proceed to resolve this matter through binding arbitration described below.
- (2) Binding arbitration within fifteen (15) miles of Portland, Maine as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision.

If either party fails to make payment, as directed to do in the mediation agreement or arbitration award, within the time period specified in the agreement or award (or absent such specification, within fourteen (14) days after receiving written notice of such award), the other party shall be entitled to interest on the payment at the rate of eighteen percent (18%) per annum from the date of the award, and such other party shall be entitled to recover all costs and expenses, including attorney's fees, reasonably incurred to enforce, confirm, defend and/or obtain a judgment on such an award. The additional charges described in the preceding sentence shall, at the option of such other party, be added to the award in computing the amount of the judgment ordered by a court confirming the award.

Anything to the contrary notwithstanding, Contractor shall be entitled to pursue its mechanic's lien claims (simultaneously with any procedure for resolution of disputes listed above), including without limitation, recording a notice of lien in the applicable registry of deeds and instituting a court action to perfect the lien, in order to preserve its right to utilize the premises as security for any judgment that may be rendered through the procedure for resolution of disputes listed above.

**SECTION TEN
INSURANCE**

A. Contractor's Insurance. Contractor agrees to maintain and keep in force at its own expense during the entire period of the construction on the project: (1) comprehensive general liability insurance as will protect Contractor from claims for bodily injury and death and for property damage that may arise out of the work performed under this Agreement whether directly or indirectly by Contractor and for which Contractor may be legally liable, with limits of at least \$300,000 per occurrence and \$600,000 aggregate; and (2) worker's compensation insurance as will protect Contractor from claims under worker's compensation and other employee benefit laws, in such amounts as may be required by law.

B. Owner's Insurance. The Owner agrees to maintain and keep in force at its own expense during the entire period of construction on the project: (1) a standard builder's all-risk insurance policy, naming as additional insureds the Contractor and its subcontractors, as their interests may appear, insuring to its full insurable value the buildings, structures, materials and supplies; and (2) a standard Owner's protective liability policy, naming as additional insureds the Contractor and its subcontractors, as their interests may appear, with limits of at least \$300,000 per occurrence and \$600,000 aggregate. The Owner's insurance policies shall be primary, and Owner waives all rights of subrogation.

SECTION ELEVEN

WARRANTY; CORRECTION OF WORK; LIMITATION OF LIABILITY

Contractor warrants that all work will be performed in a workmanlike manner, will be free from faulty materials, and constructed according to the standards of the building code applicable for the location of the premises, for a period of one-year from the date the work is substantially completed. This warranty shall promptly terminate one-year from the substantial completion of the work. Contractor will re-perform, repair or replace, at Contractor's discretion, without charge to Owner, any non-conforming work or materials that Owner reports to Contractor in writing within the one-year period of the warranty. All such repairs shall be made only by the Contractor or its authorized agents. This warranty does not apply to damage caused by ordinary wear and tear, abuse, weather, fire, actions of Owner or Owner's agents, or other casualty to the property. This express warranty does not cover components, equipment, materials and the like covered by manufacturer's warranty or other warranties, express or implied, extended by third parties.

OWNER'S EXCLUSIVE REMEDY FOR CONTRACTOR'S BREACH OF THE WARRANTY PROVIDED PURSUANT TO THIS SECTION, SHALL BE THE REPERFORMANCE, REPAIR OR REPLACEMENT, AT THE ELECTION OF CONTRACTOR, OF ANY NON-CONFORMING WORK OR MATERIALS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, ANY MATERIALS, EQUIPMENT, GOODS AND SERVICES PROVIDED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE,

MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES THAT MAY BE PROVIDED PURSUANT TO THIS SECTION ARE FURTHER LIMITED PURSUANT TO THE SUBSEQUENT PARAGRAPHS OF THIS SECTION.

THE PARTIES AGREE THAT IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE OWNER FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES OTHER THAN ACTUAL DAMAGES, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT.

THE PARTIES AGREE THAT ANY ACTION FOR BREACH OF THIS AGREEMENT, AND ANY ACTION FOR BREACH OF THE WARRANTY PROVIDED PURSUANT TO THIS SECTION, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.

SECTION TWELVE CHANGE ORDERS

At any time reasonably prior to the completion of Contractor's work specified herein, Owner may order reasonable work changes in the nature of additions, deletions, or modifications, without invalidating this Agreement, and the parties shall make corresponding reasonable adjustments to the contract price and time for completion by mutual agreement. Work shall be changed and the contract price and time for completion will be modified only as set out in a written change order, which shall be prepared and executed in advance of said changes by both parties. Payment for additions to the contract price resulting from change orders executed under this paragraph shall be paid on the following basis: a sum equal to seventy-five percent (75%) of the adjustment to be paid upon the execution of the change order and the remaining balance to be paid upon substantial completion of the change, addition, deletion or modification contemplated in the change order. Any decrease in the contract price shall be deducted from final payment to Contractor.

SECTION THIRTEEN TERMINATION

Contractor may on ten (10) days' prior written notice to Owner terminate this Agreement before the completion date hereof when for a period of seven (7) days after payment is due, through no fault of the Contractor, Owner fails to make payment. However, this Agreement shall not terminate as the result of said notice, in the event that Owner makes the overdue payment to Contractor prior to the expiration of the 10-day notice period. In the event of such a termination, Contractor may recover from Owner payment for work completed, and for any losses and damages sustained by Contractor, including without limitation Contractor's attorney's fees and expenses.

SECTION FOURTEEN SURVIVAL OF PROVISIONS

The rights, obligations and provisions set forth herein in Sections Two, Seven, Nine, Ten, Eleven, Thirteen, Fourteen, Nineteen and Twenty, shall survive the expiration and termination of this Agreement.

SECTION FIFTEEN
FORCE MAJEURE; SUSPENSION OR TERMINATION

In the event that Contractor is unable to perform any of its obligations under this Agreement because of any natural disaster, difficult weather conditions, actions or decrees of governmental bodies, labor difficulties, electricity or utility failure, difficulty or delay in obtaining any necessary equipment or materials from suppliers or vendors, lack or readiness of the work site, or any other cause beyond the Contractor's control (hereinafter referred to as a "Force Majeure Event"), the Contractor shall give notice to the Owner and shall take reasonable action to resume performance. Upon receipt of such notice, all obligations under this Agreement other than the obligations to pay undisputed amounts owed, shall be immediately suspended until Contractor is able to resume performance. All times for performance by Contractor shall be extended as reasonable to account for such Force Majeure Event.

SECTION SIXTEEN
ENERGY STANDARDS

Title 10, Section 1411 et seq., of Maine's Revised Statutes Annotated establishes minimum energy efficiency building standards for new residential construction. The building described herein will meet or exceed those standards.

SECTION SEVENTEEN
DOOR TO DOOR SALES

The parties herein agree this Agreement is not the result of a door to door sale solicitation by Contractor.

SECTION EIGHTEEN
RESIDENTIAL INSULATION

The work to be performed by Contractor under this Agreement (*check one*):

- A. Does not include the installation of insulation in an existing residence; or
- B. Includes the installation of insulation in an existing residence, and Contractor makes all disclosures required by 10 M.R.S.A. § 1481, et seq. as set forth in Exhibit, which is attached and incorporated into the Agreement.

SECTION NINETEEN
GENERAL PROVISIONS

A. Entire Agreement. This Agreement contains the complete and exclusive understanding of the parties as to the subject matter hereof, and the parties hereby acknowledge that there are no representations, warranties, covenants, agreements or understandings other than those expressly set forth herein. This Agreement shall not be modified, explained or supplemented by any course of dealing, usage of trade or course of performance. No change, modification or waiver of any provision of this Agreement shall be valid unless it is contained in a writing executed by both parties. Unless the parties otherwise specifically consent in writing, signed by each party, any purported additions or deletions to this Agreement included on either of the parties' additional forms (including without limitation any offer or acceptance by Owner) shall be considered deleted and have no effect.

B. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be delivered to the other party either in hand or by certified mail return receipt requested, at the other party's address stated herein. Notice given by certified mail return receipt requested will be deemed effective upon the date such mail is either received or refused. Either party may change its address stated herein by giving notice of the change (at least seven days prior to the effective date of the change) in accordance with this paragraph.

C. Assignment. This Agreement shall not be assigned by either party, without the prior written consent of the other party. The foregoing notwithstanding, the Contractor shall be free to contract with such third party subcontractors as it deems advisable in order to perform all or any portion of the work required by this Agreement, without the necessity of obtaining the approval or consent of Owner.

D. Waiver. The waiver by either party of a breach of any provisions of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach. No waiver of any provision of this Agreement shall be valid unless it is contained in a writing executed by both parties.

E. Applicable Law; Consent to Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Maine, and the parties consent to the exclusive jurisdiction of the Maine District Court, Division of Southern Cumberland or the Cumberland County Superior Court, located in Portland, Maine, for any dispute arising out of or relating to this Agreement.

F. Attorney's Fees. Owner shall pay all costs, expenses and reasonable attorney's fees that may be expended or incurred by Contractor as a result of Owner's default under this Agreement, or as a result of Contractor's actions in enforcing or defending any of Contractor's rights or remedies under this Agreement. The provisions of this paragraph shall survive the expiration and termination of this Agreement.

G. Headings. The headings have been inserted for convenience only, and are not to be considered when interpreting the provisions of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Receipt of Agreement. Each party acknowledges the receipt of a copy of this executed Agreement, on the date and year first above written, and prior to any work performance hereunder.

SECTION TWENTY
EXEMPTION FROM HOME CONSTRUCTION CONTRACTS ACT

OWNER ACKNOWLEDGES THAT CONTRACTOR HAS INFORMED OWNER OF OWNER'S RIGHTS UNDER THE HOME CONSTRUCTION CONTRACTS ACT, SET FORTH IN TITLE 10 OF THE MAINE REVISED STATUTES, SECTIONS 1486 - 1490, AND OWNER HAS FULLY REVIEWED AND UNDERSTANDS SAID STATUTORY PROVISIONS. THE PARTIES MUTUALLY AGREE TO EXEMPT THEMSELVES, AND THIS AGREEMENT, FROM THE REQUIREMENTS OF THE HOME CONSTRUCTION CONTRACTS ACT, AS MAY BE NECESSARY TO ENSURE THAT THE PROVISIONS OF THIS AGREEMENT CONTROL AND ARE EFFECTIVE.

SECTION TWENTY-ONE
MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING

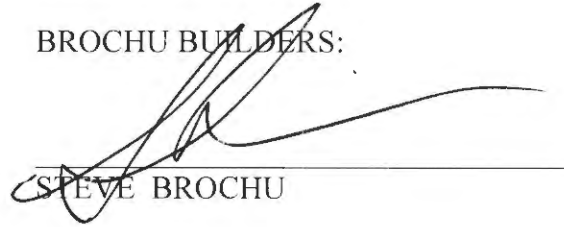
OWNER IS STRONGLY ADVISED TO VISIT THE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO GATHER CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING THEIR HOMES, AT <http://www.maine.gov/ag/index.php?r=protection&s=construction&t>, OR CONTACT THE ATTORNEY GENERAL'S OFFICE BY TELEPHONE AT (207) 626-8800 / TTY # (207) 626-8865. A COPY OF THE ATTORNEY GENERAL'S CONSUMER PROTECTION INFORMATION ON HOME CONSTRUCTION AND REPAIR, WHICH INCLUDES INFORMATION ON CONTRACTOR'S SUCCESSFULLY SUED BY THE STATE, IS ATTACHED HERETO AS **EXHIBIT _____**.

SECTION TWENTY-TWO
MISCELLANEOUS PROVISIONS

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.

CONTRACTOR:

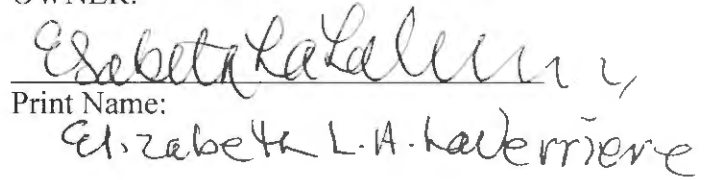
BROCHU BUILDERS:



STEVE BROCHU

WITNESS

OWNER:



Print Name:
Elizabeth L.A. Kaverriene

WITNESS

WITNESS

Print Name: