

# A.J Levesque Excavation LLC

115 Mountainside Drive Turner Me.

Phone (207) 576-7727


[andyLevesque1@hotmail.com](mailto:andyLevesque1@hotmail.com)

## Contract

Job Name:  
Brooks/ Crabb

Billed To:  
Brooks/ Crabb

Invoice Date:  
January 19/2015

Description	Price
1- Provide any excavation permits needed by City of Portland	
2- Install all erosion control devices needed for project	
3- Install 50+- of 14' wide driveway with 12" of 4" gravel and surface with 3/4 gravel	
4- Dig foundation to specs of prints supplied by client, 4" perforated drains to be installed inside and outside of footings, covered by 3/4 stone and filter fabric, under house slab is to be done with 8"(or footing height) of 3/4 stone.	
5- Concrete to be poured by T.K. Concrete. Walls to be set on 8" by 18" footing, includes all footing pads, Walls to have two continuous rows of #4 rebar and are 8" thick 7'-10" high also 3 standard 8" vinyl windows with a bulkhead, 4" finished floor over 6mil poly with saw cut control joints.	
6- Foundation damp proofing provided	
7- Sump hole provided in basement , Sump pump is not included. Excavator highly recommends keeping foundation high enough for positive basement drain.	
x _____ x  1-19-15 page 1 of 2	<b>Total</b> due upon receipt



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## Contract

Job Name:  
Brooks/ Crabb

Billed To:  
Brooks/ Crabb

Invoice Date:  
January 19/2015

Description	Price
Payment Schedule as follows: CONTRACT PRICE IS \$36600.00	
1- concrete is \$10,900.00	
2- street opening and utility connections ( EXCEPT NATURAL GAS) \$10200.00	
3- excavation \$15500.00	
30 % of contract minus street opening due at start of excavation= \$7920.00	
Balance of \$16000.00 due after foundation backfilled and yard at rough grade	
\$2480 held in escrow until finish work is completed	
\$10200 to be paid after utilities are hooked to house	
x _____ x <i>Andy Levesque</i> 1-19-15	<b>Total</b> due upon receipt

# HOME CONSTRUCTION CONTRACT

Contract No. 0002D15CBAJL

## 1. Parties To This Contract:

A. Contractor      A.J. Levesque Excavation, LLC      207-576-7727  
Name      Phone  
115 Mountainside Drive, Turner, Maine 04282  
Address

B. Homeowner or Lessee      Cass Brooks      (207) 577-2614  
Name      Phone  
78 Glenridge Drive Portland ME 04102  
Address

2. Location of Work: 108 Bradley Street - Portland ME

## 3. Completion Dates:

A. Estimated date of commencement      approximately End of February 2015  
B. Estimated date of completion      Two weeks from start - (minus finish work)

4. Contract Price : \$ 36,600 further price breakdown included on Exhibit A, attached hereto and incorporated herein.

# Thirty six thousand six hundred  
\$10,200 - sewer & water tap      \$10,900 Concrete      \$15,500 Excavation

5. Method of Payment (initial down payment is limited to no more than 1/3 of the total contract price):

30% of Contract minus road work - 7920 due upon start of excavation - \$16,000 due after backfill.  
\$480 held until lawn and seed. \$10,200 due after street taps

6. Description of the Work: See attached Exhibit A.

See attached

7. Warranties: The contractor provides the following express warranty: all work warranted for 1 calendar year from time of completion.

In addition to any additional warranties agreed to by the parties, the contractor warrants that the work will be free from faulty material and constructed in a skillful manner. 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):

A. Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision (\_\_\_\_);

B. Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and seek satisfaction through other means, including a lawsuit (\_\_\_\_);

C. Mediation, with the parties agreeing to enter into a 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 disputes 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 in the form attached hereto.* **By way of example, the contractor will obtain all materials. If the homeowner wishes to obtain certain of the materials and obtain credit for those expenditures, a change order must be signed by both parties.**

**10. Addendum:** Maine Home Construction Contracts must include an addendum that states that consumers are strongly advised to call the Attorney General (1-800-436-2131) or visit the Attorney General's publicly accessible website ([www.maine.gov/ag](http://www.maine.gov/ag)) to gather current information on how to enforce their rights when constructing or repairing their homes. This addendum must also include a copy of the Maine Attorney General Home Construction Warning, which is featured on the Consumer Protection portion of the Attorney General's web page([www.maine.gov/ag](http://www.maine.gov/ag)). See attached Addendum.

**11. Contract Law Exemptions.** The Maine Home Construction Contracts law at 10 M.R.S.A. § 1489 specifically allows the parties to agree to exempt themselves from its contract requirements. The parties hereby agree to exempt themselves from the following requirements of this law: \_\_\_\_\_

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12. Either party shall, if requested by the other to do so, at any time execute, acknowledge, and deliver any and all instruments in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Contract.

13. The parties acknowledge and agree that there have been no representations or warranties of any kind or nature made by either of them to the other, or by anyone on behalf of either of them, other than as may be specifically contained in this contract. The parties further acknowledge that this Contract contains their entire understanding and that there are no Contracts or understandings between them, except as are expressly mentioned in this Contract.

14. This Contract shall supersede and merge any and all prior Contracts whether claimed to be oral or in writing. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach of the same or similar nature. The failure of either party to insist on strict performance of any provision of this Contract shall not be construed as a waiver of any other default of similar or other nature. The delay or failure of any party to exercise any right hereunder shall not constitute a waiver of such right.

15. This Contract and performance hereunder shall be construed and interpreted in accordance with, under, and pursuant to the laws of the State of Maine.

16. If any Paragraph or portion of any Paragraph of this Contract shall be held invalid or unenforceable for any reason, this shall not, in any way invalidate, affect, or impair the remaining Paragraphs of this Contract, it being the intention of the parties that this Contract shall be binding on and enforced against both parties to the extent permitted by law. Nothing herein shall constitute an admission that any provision of this Contract is or may be void.

17. Remedies provided herein or by law shall be cumulative and not exclusive. This Contract may be enforced by specific enforcement or other equitable remedies with respect to provisions for which there is no adequate remedy of law.

18. All payments required hereunder may be made by check mailed to the party to receive same at that party's last known address.

19. Notices required or permitted hereunder, if they be made, shall be in writing, and may be served in person or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party for whom intended at his or her mailing address. Each party may change his or her mailing address for the purpose of this Contract by written notice given in accordance with this Subparagraph. Notices duly served as aforesaid shall be effective at the time of deposit in an official post office deposit receptacle.

20. Modification or waiver of any of the provisions of this Contract shall be effective only if made in writing and executed with the same formality on strict performance of any of the provisions of this Contract and shall be construed as a waiver of any subsequent default of the same or similar nature.

21. Captions utilized in this Contract are for the convenience of the parties and shall not be deemed to impart any substantive meaning to the text.

22. Additional Provisions:

Subcontractors are responsibility of A.J. Levesque Erectors  
that are hired by A.J. Levesque

PLEASE NOTE: if this contract is being used by contractors who sell doo-to-door it must meet any applicable requirements of the Consumer Solicitation Sales Act, 32 M.R.S.A. §§ 4661-4671, the Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501-14512, and the Credit Home Solicitation Sales Act, 9-A M.R.S.A. §§ 3-501-3-507, including a description of the consumer's 3 day right to cancel the contract. If this contract includes installation of insulation in an existing residence it must contain a detailed description of the insulation as required by 10 M.R.S.A. § 1482. If this contract includes construction of a new residential building or a new addition to an existing residence, it must contain a statement that 10 M.R.S.A §§ 1411 – 1420 establishes energy efficient building standards for new residential construction, and whether this building or addition will meet or exceed those standards.

23. Contract Acceptance:

Signature:

Date

(Homeowner or Lessee)

Signature:

Date

Jan 19, 2015

A.J. Levesque, LLC

By: A.J. Levesque

Its: Manager/Member

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