



**RICHARD P. WALTZ**  
PLUMBING & HEATING CO., INC.  
*Family Owned & Operated Since 1936*

YOUR SIGN OF QUALITY →



179 Presumpscot Street, Portland, ME 04103  
Telephone (207) 772-2801 Fax (207) 773-3114  
www.richardpwaltz.com

**24 Hour Emergency Service**

September 18, 2017

Chris Fraser  
119 Bishop Street  
Portland, ME 04103

(207) 809-9505  
chrisfraser16@gmail.com

**Work to be performed at:** 119 Bishop Street, Portland, Maine

The Richard P. Waltz Plumbing & Heating Co. is celebrating 81 years of business and takes pride in providing only the highest quality workmanship and material.

**Scope of work:** The Company agrees to perform construction, alteration, or repair work as follows:

- Pull all necessary permits
  - Permits are not included in this contract and will be invoiced separately
- Mark for dig safe
- Excavate in the parking area and locate the drain line previously installed by others
- Excavate from the drain line to the building
- Break up the concrete floor in the building where the new drain line is to enter the building
- Furnish and install a new 4" Schedule 40 PVC drain line from the parking area to the inside of the building
- Properly bed all the piping in crushed stone
- Backfill the excavated area with gravel, compacting in 18" lifts
- Pave the disturbed area of asphalt
  - Paving fees are not included in this contract and will be invoiced separately
- Break up the concrete floor from the new drain to the pet shower and washing machine location
- Furnish and install a 4" clean out where the sewer line enters the building for future servicing
- Furnish and install all necessary pipes and fittings to install drainage and venting for the washing machine box and pet shower (the pet shower is to be supplied by the owner)
- Furnish ½" copper water piping to run from the predetermined location to the new fixtures (water lines will be run exposed on the walls)
- Furnish labor and equipment to break up concrete floor for new restroom drainage at predetermined area next to main entrance

- Furnish and install drainage and venting for future toilet and sink installation
  - Note: Flashing around roof vent where it penetrates the roof will need to be done by a roofer and is not included in this proposal
- Furnish and install cold water for both fixtures, to be stubbed through the drywall
- All piping will be properly supported with hangers
- Backfill and patch the concrete floor
- Test all fixtures for proper operation

**Price:** The cost for work as described above is \$13,591.00 and is subject to additions or deductions by written or oral change order.

**Payment Schedule & Terms:**

- Down payment of \$4,530.00 representing one-third is due with the return of signed contract.
- Final payment of \$9,061.00 representing the balance is due at the end of the last day of work and shall be made by completing either the credit card and/or ACH deduction form that is attached at the end of this contract. This form is due with the return of the signed contract.
- The Company accepts cash, checks, VISA, MasterCard, American Express or Discover card.
- Late fees of 1.5% per month apply to balances over 30 days from the date on the invoice.

**Exclusions:** This project does not include: (1) work not specified above; (2) delays due to unforeseen conditions or unusual circumstances; (3) work before/after business hours; (4) delays due to encountering unanticipated materials, ledge or ledge removal; trolley tracks; cement blocks; cobble stone; running sand; (5) loaming or seeding; (6) any future settlement of earth, concrete, pavement, brick, for any reason including frost coming out of the earth; (7) repairs or replacement of plumbing fixtures due to dirt, sand, silt, or debris that comes through said plumbing fixtures; (8) future work mandated by municipalities as much as a year or more after our work is done; and (9) hot topping and grinding required by the city after one thaw free cycle; (10) paving; (11) permits; (12) administrative fees for additional permit fees and/or pavement restoration fees.

**Estimated Dates of Commencement and Completion:** The anticipated date that work will commence and be completed will be determined upon acceptance of contract. The anticipated date of commencement of work and the completion date may be changed if work cannot begin or end due to circumstances beyond the control of Richard P. Waltz Plumbing & Heating Co., including, but not limited to, the lack of readiness of the job site, the unavailability of building materials.

**Change Orders:** Any alteration or deviation from these contractual specifications that results in a revision of the contract price will be executed only upon the parties entering into a written change order.

**Failure to Pay:**

- If the owner fails to pay any sum within ten days of demand, the Company may stop work and terminate this contract. The customer agrees to then pay for all work to date and the Company's reasonable profits and damages.
- The customer agrees to be responsible for all costs associated with collections including reasonable attorneys fees; paralegal fees; administrative costs; filing fees; and fees assessed by collections agencies ranging from 20% - 50% of the balance.

**Cancellation of Work:** If the customer cancels work, signatures on this contract represent an agreement that any and all special order materials will be delivered to the customer and billed for at list price. Any and all work performed prior to cancellation is billed on a time and material basis, at the standard labor rates in effect at the time of cancellation. The Company is entitled to cancel work and terminate this contract, for any reason or no reason, with immediate notice to the customer of its decision to do so. To the extent that the Company exercises its option to cancel work and terminate this contract, then the customer shall be obligated to pay to the Company sums then due for work and materials provided up to and including the date of the cancellation of work and termination of this contract.

**Insurance:** We maintain insurance required by Worker's Compensation Laws for the State of Maine; and property damage and/or bodily injury coverage in the amount of \$5,000,000.00.

**Warranty:** Workmanship for all new installations, with company supplied materials, is warranted for a period of 1 year. Workmanship for all repair work, with company supplied materials, is warranted for a period of 30 days. Sewer and/or drain cleaning is not warranted. Defective company supplied materials are warranted according to manufacturer specifications. Installation of customer supplied materials carries no workmanship or material warranty, and is expressly excluded from any other warranties set forth. In addition to any additional warranties agreed to by the parties and notwithstanding the additional warranty provisions referenced above, Richard P. Waltz Plumbing & Heating Co. Inc. 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 or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

**Energy Standards:** Title 10, Chapter 214 of the Maine Revised Statutes Annotated establishes minimum energy efficiency building standards for new residential construction. The work contemplated within this contract will meet or exceed those standards.

**Dispute Resolution:** If a dispute arises concerning the provisions of this contract or the performance by the parties that may not be resolved through a small claims action, then the parties agree to settle this dispute by jointly paying for one of the following (initial only one):

- \_\_\_\_\_ Binding arbitration as regulated by the Maine Uniform Arbitration Act  
Company Customer with the parties agreeing to accept as final the arbitrator's decision
- \_\_\_\_\_ Non-binding arbitration with the parties free to reject the arbitrator's  
Company Customer decision and to seek a solution through other means, including a lawsuit;
- \_\_\_\_\_ Mediation in which the parties negotiate through a neutral mediator in an attempt  
Company Customer to attempt to resolve their differences in advance of filing a lawsuit.

**Maine Attorney General:** Consumers are 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. The Attorney General's website address is <http://www.maine.gov/ag/>; the Attorney General's phone number is (207) 626-8800.

Respectfully submitted,



Dana L. Collins  
Operations Manager

**Acceptance of Proposal: I accept the above as a contract and specifically acknowledge that I meaningfully understand this contract.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Signature Above

This proposal may be withdrawn if not accepted within 10 days.

### **Maine Attorney General Home Construction Warning**

#### ***Contractors Must Include This Statement With Any Home Construction Contract for More Than \$3,000***

Last revised 3/20/07 If you are thinking about building a new home or repairing your existing home, here are some things you should know.

#### ***Contractors Are Not Licensed – Buyer Beware!***

While there are a great many competent, ethical home contractors in Maine, it is up to you, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying “Buyer Beware” applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The attorney General’s Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year. Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to [www.maine.gov/pfr/pfrhome.htm](http://www.maine.gov/pfr/pfrhome.htm). When hiring a contractor, we recommend that you:

Seek referrals and keep good notes. The best source of references may be:

Friends, co-workers, independent trade contractors, engineers, family, building material suppliers, neighbors, architects, home inspectors, local lenders, banks, contractor’s existing customers

When meeting with a builder, be sure to ask for:

Number of years in business, permanent business location, proof of general liability insurance, professional affiliations, educational designations, list of last 5 customers, proof of workers’ compensation insurance for employees and liability insurance

We strongly recommend that you ask any contractor you are considering hiring for several references and that you follow up on them.

#### ***Building Codes***

While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town’s code officials before you begin construction.

#### ***Written Contracts Are Required***

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in Chapter 18 of the Maine Attorney General’s Consumer Law Guide. Go to [www.maine.gov/ag/index.php?r=clg&s=chap18](http://www.maine.gov/ag/index.php?r=clg&s=chap18).

#### ***Be Careful with Construction Loans***

If your lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

#### ***Home Contractor Complaints Received by the Attorney General***

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General’s Consumer Protection Division at 1-800-436-2131 or at [consumer.mediation@maine.gov](mailto:consumer.mediation@maine.gov). Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

#### ***Home Contractors the State Has Sued***

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs:

- State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais),
- Default Judgment in CBS Enterprises,
- State of Maine v. Frederic Wienschenk d/b/a Ric Wienschenk Builders, Inc.,
- State of Maine v. Stephen Lunt d/b/a Lakeview Builders, Inc.,
- State of Maine v. Bob Burns d/b/a Better Homes,
- State of Maine v. Albert H. Giandrea d/b/a AG’s Home Quality Improvements, Inc.,
- State of Maine v. Al Verdone,
- State of Maine v. Mikal W. Tuttle, d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.,
- State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction

The Androscoggin County District Attorney has obtained theft convictions against home contractors Harold Soper (State of Maine v. Harold Soper) and Mikel Tuttle (State of Maine v. Mikel W. Tuttle). Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor’s record before you begin any construction project.

#### ***Your Home Construction Rights***

Chapter 17 of the Maine Attorney General’s Consumer Law Guide explains your rights when constructing or repairing your home. Chapter 18 of the Consumer Law Guide is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. Go to <http://www.maine.gov/ag/index.php?r=clg>.

As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A.

For updates to this warning go to <http://www.maine.gov/ag/>.