

## AGREEMENT

**THIS AGREEMENT** dated 24th day of October, 2011, by and between **OVADIA, LLC**, whose main office is at 8813 Pikesville Road, Pikesville, Maryland 21208 (hereinafter the "**Builder**"), and Eric Johnson now residing at 1336 Heater Hill road Towson Maryland (collectively referred to herein the singular as the "**Owner**").

**WITNESSETH**

**MHIC # 98274**

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and adequacy of which is acknowledged by each of the parties, and in further consideration of the promises, agreements, warranties and representations set forth hereinafter, the parties intending to be legally bound, hereby promise, warrant and agree as follows.

1. **The Property.** The Owner represents and warrants to the Builder that the Owner holds<sup>1</sup>: (a)  fee simple title; or (b)  leasehold title to property (the "**Property**") located in Baltimore County, Maryland, with an address of 1336 Heater Hill road, Towson, Maryland 21211, pursuant to the recorded deed attached hereto as Exhibit A. The Owner further warrants that Owner has the full right and authority to enter into this Agreement without resort to any approval or consents of any third party, including but not limited to any lien holder.

2. **Construction.** The Owner engages and hires the Builder and the Builder accepts such engagement by the Owner to construct those improvements, additions and repairs to the existing structure located on the Property (the "**Dwelling**") for and on behalf of the Owner substantially in accordance with the Contract Documents consisting of those certain Plans, dated 12-17-10, prepared by design evolution architecture, a licensed architect chosen by Owner (the "**Architect**"), and containing 12 pages (the "**Plans**"), a copy of which have been reviewed and approved by the Owner and are attached hereto as Exhibit B, incorporated herein by reference. All work, materials and labor required in order to improve the Dwelling and the Property in accordance with the scope outlined in the Plans and Specs (hereinafter defined) to be performed by the Builder under the terms of this Agreement are hereinafter collectively referred to as the "**Work**". The Owner acknowledges that the Owner has not only chosen the Architect but has also reviewed and is entirely satisfied with the Plans and Specs for the improvement of the Dwelling. The Owner acknowledges that the Builder is relying upon the expertise of the Architect and/or engineer that drafted and prepared the Plans and any specifications accompanying the Plans (the "**Specs**", a copy of which is attached hereto as Exhibit C) to assure that all of the Work is structurally sound and properly designed in accordance with all prevailing codes, ordinances, laws, statutes, rules and regulations (collectively hereinafter the "**Law**"). The Owner acknowledges and agrees that the Owner is not relying upon the Builder to discover or uncover any flaws or weaknesses in the Plans and Specs. Notwithstanding the foregoing, should the Builder discover any problems with the Plans or Specs, the Builder shall immediately call such problems to the attention of the Owner and may halt construction until such time as the problem is clearly identified and resolved. Any cost to modify and correct the Plans and Specs or any Work which may have to be redone because of design defects in the Plans and Specs or violations of Law shall be borne by the Owner who may or may not have recourse against the Architect. Attached hereto as Exhibit D, is a schedule of the primary subcontractors whom the Builder intends to use in the partial performance of the Work. The Builder reserves the right to substitute other subcontractors for the entities or parties listed on Exhibit D upon seasonable notice to the Owner.

3. **Access to the Work Site; Commencement Source of Funds.** The Owner shall provide the Builder with unrestricted access to the work site in, on and about which the Work is to be performed at all times during the term of this Agreement and until such time that the Builder completes the Work.

4. **Substantial Completion.** Subject to the adjustments and the terms of Section 10(c) as provided for hereinafter, the Builder shall achieve substantial completion of the Dwelling substantially in accordance with the Plans and Specs within one hundred twenty (120) days of the Commencement Date (the "**Substantial Completion Date**").

5. **The Contract Price and Progress Payments.**

<sup>1</sup> Check one or the other box.

(a) The Owner shall pay to the Builder for the Work, which includes all labor, materials, equipment and services necessary to complete the Work in accordance with the Plans and Specs the sum of one hundred and nine thousand Dollars (\$109000; the “**Contract Price**”), which shall be payable as the Work progresses as follows:

(i) \$18000 (herein the “**Deposit**, generally one third of the Contract Price) has been paid in cash herewith, the receipt of which the Builder acknowledges.

(ii) Additional draw payments credited against the Contract Price shall be made as follows (the “**Draw Schedule**”):

- (1) Upon completion of the demolition and footing \$19000
- (2) Upon completion of concrete slab and framing \$18000
- (3) Upon completion of ruff inn plumbing and electric \$18000
- (4) Upon completion of insulation drywall and paint \$18000

(iii) \$18000, which is the remaining unpaid balance of the total Contract Price shall be paid to the Builder by the Owner upon Substantial Completion, five Thousand Dollars (\$5,000.00), a holdback (the “**Holdback**”) in the event that there exists a written “punch list” prepared by the Owner in concert with the Builder listing those items that need to be completed or corrected by the Builder (the “**Punch List**”). The balance of the Contract Price less the Holdback shall be paid by the Owner to the Builder in cash or by certified or bank cashier’s check at the time of Substantial Completion of the Work. The Owner shall give unrestricted access to the work site to the Builder, as may be required by the Builder, in order to complete the Punch List within a reasonable time. Upon completion of the Punch List, the Owner shall immediately pay the Holdback to the Builder in cash, by cashier’s or certified check or by check drawn against a Maryland banking institution in immediately available funds.

\$109000 TOTAL CONTRACT PRICE

(b) The Builder shall make applications to the Owner for progress payments, from time to time, in accordance with the schedule set forth above and upon completion of each stage of the Work. Each application for payment shall contain a certification from the Builder that the payment is proper and that the Builder has completed such part of the Work for which payment has been requisitioned in accordance with the Plans and Specs. Upon timely request of Owner, Builder shall deliver to Owner within thirty (30) days of each progress payment, a written notice containing a list of any major subcontractor, supplier and materialman (who provided at least \$5,000.00 worth of goods or services as of a date reasonably close to the date of the notice) and indicating that such subcontractor, supplier or materialman, as the case may be, was paid as of the date of immediately prior application for payment. The Builder shall obtain a final written release and waiver of liens from each major subcontractor, materialmen and supplier who has been paid in full by the Builder, within a reasonable time after such payment.

(c) The Builder shall use the funds received from the Owner pursuant to the terms of Sub-sections (ii) and (iii) above for the purposes of completing the Work. The Builder shall not be obligated to pay any interest on any funds received from the Owner on account of the Contract Price. As the Work progresses the Builder shall apply the funds received from the Owner for payment of subcontractors, materialmen and laborers, office overhead and salaries.

(d) In addition to the Contract Price, the Owner shall be responsible for the costs of any surveys, legal description of the Property, permits, licenses, fees, applications fees and connection charges, special assessments or fees, utility costs, cost of providing copies of the Plans and Specs to any governmental authority, and all other sums required by any governmental authorities for the right and consent to perform the Work (collectively all of the forgoing are hereinafter referred to as the “**Fees and Charges**”).

(e) If the Owner fails to timely pay any sums of money due within fifteen (15) days of invoice therefor from the Builder, then, in addition to all other rights of the Builder for breach of this Agreement, the sums owed by Owner shall bear interest from the date first due until the date paid to the Builder at the rate of ten percent (10%) per annum.

6. **Financial Viability.** The Owner represents to the Builder that the Owner is financially viable and has the wherewithal to

obtain and maintain the availability of the Funds Source, which when aggregated with the Owner's readily available funds are sufficient to pay the Contract Price and the Fees and Charges in a timely manner and as they accrue.

### **7. *The Work and Change Orders.***

(a) Except to the extent as the same may be amended by written change orders (as hereinafter provided for), the Work shall be completed substantially in accordance with the Plans and Specs. The Work shall not include any other items, features or structures or anything which is indicated in the Plans and Specs as either "optional items" or as items "for display purposes only," or are listed on the Builder's list of optional items which may have been delivered by the Builder to the Owner prior to the execution of this Agreement.

(b) Each party acknowledges that Plans and Specs as well as the terms of a contract can not anticipate every possible occurrence and in many cases it is necessary and appropriate to adjust and modify not only the Plans and Specs and the scope of the Work but also the Substantial Completion Date and the other terms of this Agreement. Each party shall not unreasonably refuse to execute any reasonable Change Order that may be requested by the other party. Notwithstanding anything herein to the contrary, the Builder shall have the right and authority to make minor field changes to the Plans and Specs, provided they are consistent with the improvements of the Dwelling, when such changes are mandated by field and actual on site considerations and do not involve adjustment in the Contract Price or extension of the Substantial Completion Date. The Builder shall inform the Owner of such minor changes within a reasonable time after they are made.

(c) If the Owner has selected an optional item and Builder for reasons beyond its reasonable control shall be unable or fail to procure such item or cannot for structural or other reasons include such optional item in the Work, then the Owner's only remedy shall be to accept a refund of the monies paid by the Owner to the Builder for the optional item, if any, or in the event the optional item is included in the Contract Price for the Property, to receive a credit therefore at settlement.

(d) The Builder shall have the right, in the event of the unavailability of materials or items shown in the Plans and Specs, to substitute, with the approval of the Owner, comparable materials or items in lieu thereof.

**8. *Mechanic's Lien Notice.*** ATTACHED HERETO AS EXHIBIT E, IS A NOTICE TO OWNER OF THE RISKS TO A BUYER UNDER THE MECHANICS' LIEN LAW OF THE STATE OF MARYLAND.

### **9. *The Landscaping.***

(a) The Builder shall not be obligated to perform any landscaping of the Property unless the same is part of the scope of the Work and expressly set forth and made a part of the Plans and Specs. If the scope of the Work includes landscaping, then the landscaping for the Property, and any sidewalks, driveways, and walkways, shall be: (i) in substantial conformance to the landscape plan which shall be part of the Plans and the Specs; and (ii) completed in a timely manner, weather and soil conditions permitting. The Builder may remove any trees now on the Property which, in the Builder's sole discretion, should be removed to facilitate completion of the Work or the landscaping or grading of the Property. The Owner acknowledges that the Builder will not be responsible for damage to or loss of any tree located on the Property, caused by the loss or damage to the root system or trunk as a result of excavation and construction required for the Work.

(b) The grading of the Property and the location and ground elevation of any improvements included in the scope of the Work and of any driveways and walkways and of any trees to be planted by the Builder as part of the landscaping plan included in the Plans and Specs may be determined by the Builder in its sole discretion, provided that the location, elevation and grading will not violate any applicable set back or similar governmental requirements or any restrictive covenants applicable to the Property.

### **10. *Construction and Force Majure.***

(a) The Builder will use acceptable industry standards in the construction of the Dwelling and performance of the Work and shall complete the construction of the Work in a good and workmanlike manner, substantially in conformance with the Plans and Specs. The Builder shall direct and supervise the progress of the Work.

(b) The Builder shall be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all phases of the completion of the Work with all suppliers, subcontractors and laborers.

(c) The Builder shall not be liable to the Owner for any delay in commencing or completing construction of the Work or the landscaping due to causes beyond the Builder's control including, but not limited to any of the following: theft, vandalism, adverse or unusual weather conditions, fire, storm, or other casualty, labor or supplier strike, material shortage or non-availability in a timely manner, delay occasioned by special back ordered materials or material discontinuance, dispute with or act or omission of any lender or governmental authority (including the failure or refusal to issue or give any necessary permit or other approval), dispute with or act or omission of any other supplier of labor or materials. The Substantial Completion Date and the completion of the landscaping (if it is part of the scope of the Work) may be extended, at the Builder's option and at its sole discretion, by the length of any delay of the nature described in this subparagraph (c).

### 11. **Warranty.**

(a) Builder warrants to Owner for a period of ninety (90) days from the date Owner takes possession of the Work that the Work: (i) is free from defective and faulty materials and workmanship; (ii) was constructed according to sound construction and engineering standards and the Plans and the Specs; (iii) was constructed in a good and workmanlike manner; and (iv) is fit for habitation. Owner acknowledges that Owner understands and anticipates that any new construction is subject to settlement of the structure, which may result in non-structural cracks in block, cement and other construction materials within normal parameters and tolerances in the industry.

(b) Except as expressly provide in this Agreement, the Builder makes no further warranties, express or implied, in respect to the Work. Builder shall, however, assign to the Owner any and all warranties the Builder may have received from manufacturers of any components, appliances, systems, and equipment installed as part of the scope of the Work.

12. **Concealed Conditions.** If conditions are encountered on the Property which are (i) subsurface or otherwise concealed; or (ii) are unknown at the time the Agreement was executed which are of an unusual nature (such as underground water, rock conditions, uncommon or hazardous soil conditions or some similar natural or man made anomaly), the Builder may terminate this Agreement upon written notice to the Owner unless the parties are able to agree in writing, pursuant to a Change Order to adjust the Contract Price and the Substantial Completion Date to offset and account for the additional costs or time delay that the Builder will incur to overcome or solve any such unusual or unanticipated condition. Owner acknowledges that as the fee simple or leasehold owners of the Property, they are familiar therewith and thus Owner represents and warrants to Builder that to the best of Owner's knowledge, information and belief, after due inquiry, there are no hazardous wastes or materials in, on or about the Property and the Property does not contain fill, hydric soils or rock which may require unusual or extra site preparation in order to support or allow for completion of the Work.

### 13. **Insurance.**

(a) The Builder shall obtain and maintain throughout the term of this Agreement insurance which shall protect the Builder from claims which may arise out of or result from the Builder's performance or operations under this Agreement and for which the Builder may be legally liable, whether such performance be by the Builder or a subcontractor of the Builder or anyone employed by the Builder, including

(i) workmen's' compensation insurance, for all the Builder's employees (which shall not include employees of sub-contractors, independent contractors, material men or suppliers); and

(ii) claims for damages because of bodily or personal injury, sickness or disease or death of any person other than Builder's employees; and

(iii) claims for damages to property which are sustained (A) by any person or entity as a result of any negligent or wanton action or omission by the Builder or (B) by any other person or entity caused as a result of any negligent act or omission or wanton action of anyone acting as an agent of or on behalf of the Builder.

(b) The Owner shall obtain and maintain throughout the term of this Agreement owner's liability and casualty insurance protecting the Owner from and against any damages, injuries, losses and expenses which the Owner may sustain as a result of

any of its Owner's actions or performance of any of its obligations under this Agreement and for which the Owner may be legally liable, whether such actions be by the Owner or any outside contractor of the Owner or anyone employed by the Owner.

(c) The Owner shall obtain and maintain throughout the term of this Agreement insurance protecting against damage, destruction, vandalism and loss to or of the Work or any portion thereof on a replacement cost basis. This insurance shall be on an all risk policy form and shall insure against the perils of fire and extended coverage and physical damage or loss to from theft, vandalism, malicious mischief, collapse, demolition, and debris removal.

#### 14. *Remedies.*

If for any reason the Owner: (i) fails to make any payment required by this Agreement in full on or before its due date, (ii) fails to pay the Builder after Substantial Completion of the Work in accordance with the terms of this Agreement, (v) interferes with or delays the completion of the Work or Builder's obligations hereunder, or (vi) otherwise defaults in any of the Owner's obligations under this Agreement, then, at the option of the Builder: (X) The Builder may cease performance of the Work at the sole risk and cost of the Owner until such time as the Owner remedies the Owner's breach; (Y) The Builder may terminate this Agreement at the sole risk and expense of the Owner, in which event the Builder will have the right to retain the deposit and all other moneys paid by the Owner to the Builder pursuant to this Agreement and demand from and be paid by the Owner an additional amount as liquidated damages (the "Liquidated Damages"), not as a penalty; and provided that the Owner signs a full release of the Builder from this Agreement and any liability to Owner, the Owner will thereupon be relieved of any further liability hereunder at law and in equity and Owner shall be entitled to receive in return any monies which the Owner may have paid in excess of the Liquidated Damages; or (Z) the Builder, at its election, may avail itself of any remedies or rights which it may have under this Agreement or at law or in equity.

15. *Risk of Loss.* The Owner shall have the risk of loss of damage to any of the Work by reason of fire or other casualty not caused by the Builder until the date of settlement or the delivery of possession of the Work to the Owner, whichever shall first occur.

16. *Possession.* Entry into the Dwelling prior to Owner's acceptance of the completed Work may expose the Owner and/or its invitees to unsafe conditions and therefore any such unauthorized entry shall be at the sole risk of the Owner. The Owner may inspect Work in the company of a representative of the Builder at reasonable times during the course of construction as may be agreed to with the Builder, and upon completion of the Work and prior to its acceptance by the Owner, at a time designated by the parties, which shall be not more than two (2) days prior Builder's turning over the Dwelling upon completion of the Work to the Owner. The full right to use the Plans and Specs during the course of completion of the Work shall be assured to the Builder by the Owner and the Architect shall so agree prior to commencement of the Work. Builder shall have the right to retain one full set of copies of the Plans and Specs even after completion of the Work, and may use them for other construction work of the Builder provided that no such construction shall be predicated on an exact duplicate of the Plans within three (3) miles of the Property.

#### 17. *Settlement.*

(a) Possession of the Dwelling shall be fully restored to the Owner and the Builder shall withdraw and remove all of the Builder's tools, equipment, supplies and materials from the Property on the settlement date (as hereinafter provided for). The settlement date under this Agreement will take place at any time within fifteen (15) days after the Substantial Completion of the Work, on a date and at a time and place selected by the Builder. The Builder will give the Owner not less than seven (7) days prior notice of the date, time and place of the settlement and its date.

(b) On the settlement date the Owner shall pay to the Builder the unpaid balance of the Total Contract Price and all other sums that may be due hereunder, the Builder will execute and deliver to the Owner an assignment of any and any of the Builder's right, title and interest in the Work, all assignable manufacturer warranties and restore possession of the Dwelling to the Owner (in the event the same were vacated during completion of the Work) free of liens and encumbrances.

(c) Any dues, assessments, or other charges of any community or homeowner's association will the sole obligation of the Owner and are not included in the Contract Price.

#### 18. *Miscellaneous Provisions.*

(a) Neither party shall assign this Agreement or its obligations hereunder to any third party without the written consent of both parties hereto.

(b) Any notices required or permitted by this Agreement will be considered sufficient if delivered by commercial overnight delivery service (e.g. Fed Ex) or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail.

(c) Time shall be of the essence of this Agreement and all its provisions.

(d) This Agreement and the exhibits hereto contain the complete and final understanding between the parties and neither party shall be bound by any representations, promises, statements or agreements not set forth herein. This Agreement may not be modified except by written document signed by the parties hereto.

(e) The Owner warrants to the Builder that the Owner has not used the services of any broker, agent or finder in connection with this Agreement. Owner covenants to indemnify the Builder from and against the claim of any broker requesting or demanding a commission on account of the transaction set forth in this Agreement. The warranties set forth in this Sub-section shall survive settlement and the delivery of the Work and the Dwelling to the Owner.

(f) In the event there is more than one person constituting the Owner in this Agreement, then all such parties constituting the Owner shall be individually and severally bound by and liable under the terms of this Agreement and this Agreement shall be binding on each of them, jointly and severally, and on their respective heirs, legal representatives, successors and assigns.

(g) Deletion: if basement work is not done \$14000 will be subtracted from the contract price.  
If living room work is not done \$5000 will be subtracted from the contract price.  
If screen room under deck is not done \$3000 will be subtracted from the contract.

**IN WITNESS WHEREOF** the parties have signed sealed and delivered this Agreement as of the date first above written.

**WITNESS:**

**OWNER**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

**ATTEST**

**BUILDER  
OVADIA, LLC.**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jerry Ovadia, Managing Member

EXHIBIT E

NOTICE TO THE OWNER OF MECHANIC'S LIEN RISKS

**BUYER'S RISK UNDER MECHANICS' LIEN LAWS**

UNLESS THE BUILDER PAYS EACH SUBCONTRACTOR, MATERIALMAN, OR SUPPLIER, THE SUBCONTRACTOR, MATERIALMAN, OR SUPPLIER MAY BECOME ENTITLED TO PLACE A LIEN AGAINST YOUR PROPERTY IN ORDER TO ENSURE PAYMENT TO THE SUBCONTRACTOR, MATERIALMAN, OR SUPPLIER FOR SERVICES RENDERED OR GOODS DELIVERED ON OR TO YOUR HOME. THIS COULD MEAN THAT YOUR HOME COULD BE SOLD TO SATISFY THE LIEN. YOUR BUILDER IS REQUIRED BY LAW TO GIVE YOU PERIODIC REPORTS THAT LIST THE SUBCONTRACTORS, SUPPLIERS, AND MATERIALMEN WHO HAVE PROVIDED GOODS OR SERVICES TO YOUR CUSTOM HOME, AND TO INDICATE WHETHER THEY HAVE BEEN PAID. IF AT ANY TIME YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT WHETHER A SUBCONTRACTOR HAS BEEN PROPERLY PAID YOU SHOULD DISCUSS THEM WITH YOUR BUILDER, THE SUBCONTRACTOR AND YOUR FINANCING INSTITUTION.

**ACKNOWLEDGEMENT OF RECEIPT**

THE UNDERSIGNED OWNERS ACKNOWLEDGE RECEIPT OF A COPY OF THE FOREGOING NOTICE OF THE OWNER'S RISK UNDER THE MECHANICS' LIEN LAWS OF THE STATE OF MARYLAND on this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

## EXHIBIT C

### *Specifications Index*

**DATE: 10-13-11**

#### **I. GENERAL CONDITIONS**

##### A. Permits, Bonds, Insurance, Warranties

1. Building and other permits to be paid by the owner.
2. Builders' risk insurance to be carried and paid for by ovadia LLC.

#### **II. LOT PREPARATIONS**

##### A. Lot Preparation

###### 1. Clearing

- (a) Trees, shrubs and debris will be removed from within the limits of clearing as defined on the final site plan.
- (b) All areas beyond the limits of clearing will remain in as is condition.
- (c) Tree preservation: It is the intention of ovadia llc. to make every effort to preserve all trees selected for preservation within the limits of clearing. However in the event any trees do die during or after construction, ovadia llc. is not responsible for their removal. Any trees which must be removed after clearing will be charged as an extra to the client. **(Note: Tree near addition may be lost.)**

###### 2. Dirt filling or hauling N/A

- (a) Contract is based on a balanced lot- filling or hauling of dirt will be done as an extra to the client.

###### 3. Excavation

- (a) To be done per site plan; dirt will be stored on lot and used in backfill and site grading.
- (b) Rock clause; contract is based on normal earth conditions; if rock, spring water, or any unusual conditions or obstacles are encountered during any required excavation work or earth movement work, all related earth work as well as extra construction will be charged as an extra to the client.
- (c) Earthwork or construction caused by subgrade conditions not indicated on the site plan dated **october 2011** will be charged as an extra to the client



B. Lot finishes

1. Patio: Size: 16'x20'. Material: 4" concrete slab over 4" gravel.

2. Deck Size: 16'x20' rectangle in back and 13'x5'-4" rectangle in front

Materials.

(1) Structural members: 2"x12" joists @16" o/c over 6"x6" pt wood post for back deck and 2"x6" joists @16" o/c over 4"x4" pt post.

(2) Deck surface: 5/4"x6" pt

(3) Handrails: 2/16" S.S. @3-3/4" o/c wire guard railing @36" high with 4"x4" wood pt post

Stairs: 12 stapes 36" width, 10" min tread and 7-3/4" max riser. 36"x36" landing.

3. Balcony size: 32' - 5" x 3' - 6" rectangle

Materials.

(1) Structural members: 2"x8" joists @16" o/c with 2"x12" support anchored to existing masonry wall and two 6"x6" pt wood post.

(2) Deck surface: 5/4"x6" pt

(3) Handrails: 2/16" S.S. @3-3/4" o/c wire guard railing @36" high with 4"x4" wood pt post.

4. Landscaping

Ovadia llc shall not be obligated to perform any landscaping of the Property

III. HOUSE CONSTRUCTION

A. Excavation , Backfill & Demolition

1. To be done per site plan, dirt will be stored on lot for backfill.

2. Rock Clause. (II 3b).

3. remove existing back left side sun room down to the foundation. Remove sun Room Steps. Remove 9' window in dining room and the wall below to the floor level. Remove the kitchen window and take off brick wall to size of 6' sliding patio door. Remove living room front window and side one near the chimney. Remove living Room wall paneling. Remove kitchen Cabinets. Remove kitchen walls include baring Wall. Remove dining interior door. Demo 36" wide basement wall behind stapes. Demo basement wall between room and utility.

B. Footing and foundation walls

1. Footings: **Per plans**

(a) Materials: **Concrete**

(b) Length: **Per plans**

(c) Width: **Per plans**

(d) Depth: **Per plans**

2. Foundation walls

(a) Materials: **CMU Block**

(b) Height (from top of slab to top of wall): **Per plans**

(c) Thickness: **Per plans**

(d) Reinforcements: **Per plans**

C. Framing 21'x12' addition:

1. Joists: **2"x12"**

2. Plywood decking: **3/4" T&G**

3. Wall construction: **2"x4"**

4. Roof construction

(a) Structure: **11 7/8" TJI @16" o/c per plan**

(b) Plywood: **3/4" rated sheathing**

D. Framing basement 17'x17' room.

Three perimeter walls construction: **2"x4"**

Install wood support beam in basement on top existing foundation  
Walls to support first

Floor joists (Size will be specified by structural engineer).

E. Framing dining/living room:

Install main wood support beam for roof joists in between living and dining room.

(Size will be specified by structural engineer).

F. Roofing

1. Felt paper: **15 lb.**

2. Ice and water shield: **30 lb 3'** from the gutters per code.

3. Shingles: **CertainTeed**

(a) Type: **fiberglass XT25**

(b) Guarantee: **25 years**

4. Gutters and down spouts

(a) Materials: **5" seamless aluminum; 032 gauge**

(b) Color: **White**

G. Exterior doors and windows

1. Front entrance way supply by owner.
2. back basement steel door (\$150 allowance)
3. side pantry steel door (\$150 allowance)
4. back patio door: **Off family room**
  - (a) Size: **9'0" x 6'8" sliding glass door (\$1000 allowance)**
  - (b) Materials: **vinyl**
  - (c) Glass: **Insulated**
  - (d) Screens: **Yes**
5. back patio door: **Off dining area, sliding glass door**
  - (a) Size: **6'0" x 6'8" (\$600 allowance)**
  - (b) Materials: **vinyl**
  - (c) Glass: **Insulated**
  - (d) Screens: **Yes**
4. Window units:
  - (a) 3 kitchen double hung windows total size of 90" x 42" (\$570 allowance).
  - (b) 3 clerestory picture Windows total size of 120" x 24" (\$500 allowance).
  - (c) casement/ picture window size 108" x 56" (\$970 allowance).

H. Exterior wall surfaces

1. Brick façade:

Take off 6' wide back brick wall for patio door.  
front of living room to raise up window wall with existing from back wall.
2. Siding:
  - (a) Locations: back exterior wall and side addition wall.
  - (b) Materials: Hardi plank 8-1/4"

I. Heating, venting & air conditioning system (HVAC): **by the owner**

J. Electrical wiring system

1. Amperage: Electrical contractor will increase to 200A
2. Panel(s): One
  - (a) Location: Existing

- (b) Description: Electrical contractor will increase panel size
- 3. Wiring: All insulated copper
- 4. Receptacles and switches in addition and basement new 17'x17' room .
  - (a) Duplex, grounded: Outlets
  - (b) Quantity: As per code
  - (c) G.F.I.: new kitchen Outlets as required per electric Code
  - (d) Color: white
- 5. Receptacles and switches exterior and through house.

Replace twenty existing outlets.

Install six new outlets one in each room.

Install three outlets in basement.

Install three outlets under deck.

Exterior waterproof outlets: As per code

- 6. Fixtures:
  - Dining room: 8 recessed lights.
  - Kitchen: 6 recess lights.
  - Pantry: 2 recess lights.
  - Basement new room: 8 recess lights.
  - Screen room under deck: one light fixture (\$10).
  - One exterior light over front pantry door. (\$10).
  - One exterior light between two patio doors (\$10).
  - Rewire two attic lights.

#### K. Interior Plumbing System for Kitchen

- (a) Water Supply copper: Sink, dishwasher, Ice maker and disposal connections.
- (b) Waste Water and vent: pvc

#### L. Insulation

- 1. Exterior walls R-13 Batt insulation
- 2. ceiling: **R-value: R-38**
  - (a) Batts: **yes**
  - (3. Air-Seal system: **Yes**
- 3. Floor R-30

#### M. Drywall all new walls and living room walls

- 1. Normal conditions: **1/2" gypsum board**

N. Interior paint: all new drywall.

1. Standards include

- (a) Manufacturer: Sherwin Williams or similar.
- (b) Walls and ceilings: primer and two flat coats
- (c) Painted trim and doors:

O. Flooring: over new kitchen addition and old kitchen (350 sqf)

**Hardwood floor to match existing as possible.**

**(in the event that the owner will like to install ceramic tiles the allowance**

**Will be up to \$1 for Sqf of tile).**

P. Interior doors and trim

- 1. Interior doors: 5 six panel doors (\$60 allowance for one door)
- 2. Trim chart: base molding around kitchen dining room and basement new room.

Q. Screen room: 16'x20' under new deck over new patio.

2"x4" frame the perimeter with screen and two screen doors.

R. Miscellaneous:

1. Pantry: install selves and coat hooks (supply by the owner)

2. Kitchen cabinets:

- (a) Install kitchen cabinets only, per plan (supply by owner)
- (b) Connect appliances (supply by owner)
- (c) Any molding or special work will be added to the contract price.

