HOME CONSTRUCTION SPECIFICATIONS CONTRACT

DUVAL
SVT Property Inc.
21 Beaulieu Drive
Lyman, ME 04002
(207)229-5160

GENERAL REQUIREMENTS

Scope of Work

Contractors shall provide all labor, materials, equipment, and subcontractors necessary for completion of project except otherwise stated. Buyers are not permitted to supply their own materials or subcontractors.
Buyers are asked not to visit job site without representation from Contractor due to liability purposes. If buyers, family, or friends visit the jobsite without scheduling a meeting w/ the contractor or contractor's broker then a 500.00 cost per occurrence will be added to final price. We take this very seriously, so please respect our rules.

Subject to change due to delays caused by extraordinary occurrences, including but not limited to, labor shortages, labor disputes, material shortages, damaged or stolen materials, add-ons or changes from Buyer, loss or damages from fire, flood, wind, earthquake, hurricane, and all other weather-related events or acts of nature. Even if it is due to contractor's alleged negligence or fault. Buyer agrees that Contractor is not responsible for delays due to such circumstances, and that regardless of the source of delay, Contractor shall have no responsibility for interest rate increases if the construction time exceeds lock in rate deadline.

Closing dates

Closing shall happen on the above-mentioned property no later than 15 calendar days (including Holidays) of the issuance of occupancy permit. If there are in delays in the closing of the above-mentioned property solely due to the buyer beyond the 15 calendar days (including Holidays), then a charge of $2000.00 per week or $285.71 per day will be added to the final price. If buyer is unable or refuses to close on property when Contractor is prepared to close for any reason beyond 30 calendar days (Including Holidays) from when occupancy permit is issued, then Contractor shall market the property on the open market and Buyer forfeits all deposits. This contract supersedes any dates in the Purchase and Sale Agreement.

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Deposits

$5000.00 earnest deposit is required and is non-refundable once permits have been paid for and submitted to the appropriate municipality. If the non-refundable earnest deposit is being held by another party other than the contractor, the deposit will need to be released to contractor within 3 business days of buyer(s) being notified of the permits being issued. IF doing any upgrades it is $5000.00 plus the cost of the upgrades. Cost of the upgrades are due at the time of the contract. Upgrades are also non-refundable and paid directly to the contractor.

SITE WORK

Clearing

Clear and grub lot to the extent required for construction of contracted house and standard driveway only.

Excavation

Digging for foundation will be done to a depth as required for installation of footings on undisturbed soil (min. 48" below grade). Back-fill in basement below slab with ¾" crushed stone the depth of the footing. Garage slab shall be back-filled with sand and compacted. Back-fill exterior of foundation with sand to improve drainage away from house. Finish grades will allow for natural drainage of surface water away from building.

Disclaimer:
Basement window, door, and utility locations are subject to change at the builder's discretion. Final finish grades and site elevations shall be established by the builder and may vary from any plans, renderings, or depictions provided. All elevations, drawings, and specifications including basement exterior access are conceptual in nature and are intended for illustrative purposes only. They do not constitute a representation or warranty of the final grade, layout, or finished product.

Survey & Home Placement Disclaimer:
The survey is provided for reference purposes only to illustrate the general location of the proposed residence and driveway. Final house and driveway placement shall be determined at the sole discretion of the seller and are subject to change without notice. Actual placement may vary from the survey or any conceptual plans or renderings provided.

SITE UTILITIES

Water Service- Public
Contractor will connect public water service. Buyer(s) can pay water tests at their own expense. If any type of filtration system is needed, it shall be at the expense of the buyer. Radon water testing is not included. Any mitigation will be at the expense of the buyer.

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Radon Air
Radon air mitigation system will be installed and a passing test under a 4.0pCi/l will be included. The buyer will be responsible for maintaining these levels after closing.

Septic
Contractor will connect to public sewer.

Power (Underground if required by subdivision)
Will be connected from the nearest transformer to the house. 125' of line will be included. Any additional footage will be an extra cost.

Drainage Damp Proofing
Install 4" perforated plastic pipe inside and outside footings of full basement topped with ¾" crushed stone. For homes that cannot accommodate a positive drainage system under the basement floor, the homeowners are responsible for maintaining the sump pump and water levels in the sump hole and basement. Buyer agrees that the builder is not responsible for any damages caused by sump pump failure including but not limited to power and/or electrical loss or lack of maintenance upon closing.
Foundation is to be tarred and sealed from the footing to the top of rough grade.

SITE WORK CONT.

Driveway
To be constructed using 4" gravel for a base coat. A ¾" crushed gravel will be applied on top and ready for pavement. Pavement will be included.

Loam/Seed
Contractor shall loam and seed around the home only. One time. Seed to be contractor's mix. Any seeding beyond the home, will be at the Builders discretion. Any areas deemed wetlands will not be disturbed, loamed or seeded. Adequate watering & proper care and watering of the lawn is the responsibility of the buyer. Builder is not responsible for the growth of the grass due to insufficient watering and care. Builder is also not responsible for washouts from heavy rains.

Concrete Footings Lally columns Foundation Wall Slabs
8" thick x 16" wide wall footings,
2'x2'x8" column footings
3 ½" concrete filled columns. See plans for spacing.
8" thick x 90" full basement walls
4" thick 3000psi poured concrete basement slab over 8 inches of ¾" stone.
4" thick 3000psi poured concrete garage slab over compacted sand.

Basement access
Will exit through a bulkhead, or 3'0" door leading to basement depending on the site grade, at the contractor's discretion.

Carpentry Sill Plates
2x6 Pressure treated Sill Plate with Sill Seal

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Floor Joists 2x10@16”oc
Floor Sheathing Sub-Floor shall be ¾” T&G Advantech Underlayment Ditra system for all tiled areas.
Girders/Headers Build-up #2 SPF wood or laminated Veneer Lumber size as required by local code loadings and design.
Bridging 1x3 wood cross bridging, install 1 row for spans over 8’.
Wall Studs 2x6 @ 24” oc_Exterior Walls 2x4 @16” oc Interior Walls 2x6 @24” oc Garage walls
Ceiling height 8’0” rough framed (from top of floor sheathing to bottom of floor joists) on first floor and second floor (determined per plans), and 7’6” in basement.
Ceiling Joists 2x6 @24” oc
Collar Ties 2x6 @24”oc
Wall Sheathing 7/16” OSB sheathing nailed at 6” oc
Roof Rafters 2x12 @24” oc or 2x10 @24” oc with Roof Pitch as Per Plans
Roof Sheathing Ceiling Strapping Siding Exterior Trim Deck Porch Roofing
5/8” OSB T&G_nailed at 6”oc
1x3 @ 16” O.C. wood strapping. Apply to ceilings that will receive drywall.

Siding/trim
Siding to be 4” vinyl clapboards by Gentek. Vinyl color is chosen by contractor. Trim color is white. Typar wind barrier will be installed under siding. 4” Vinyl corner receivers w/ metal wrapped facia.

Decks/Porches
Rear Deck: 10’x12’ pressure treated deck. See plan.
Front porch: Will be finished in Azec. See plans for size.

Roof
(30 year) Architectural- roof shingles TBD by contractor due to supply. 8” aluminum drip edge at all eaves and rakes, ice and water shield 3’ up at all eaves and valleys.
Continuous ridge vent covered with roof shingles and aluminum shed/ step flashing where required. Underlayment to be installed under roof shingles.

Windows and Doors
Mathew Brothers or Paradigm (depending on availability) Windows w/ 6/1 grids, lineal’s on front windows only, and full screens.
Front door 3’0” 1 lite fiberglass door
Back door 2' 8" Full Lite fiberglass door
Garage/house 2’8” Steel fire rated door
Basement 3’0” 1 lite fiberglass door (only if it is determined by the builder to be a walkout or doghouse style egress otherwise it will be a bulkhead)

Combination Storm/ Screen Doors installation is not included in this contract.
Hardware color: Black knobs and hinges on all doors.

Overhead Doors (1) 7’x 8’ (see plan) garage doors w/ openers, remotes and glass windows in the upper row.

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INSULATION

Walls	5.5” unfaced Fiberglass (R-21) w/ 6 mil plastic.
Attic	14” (R-60) blown in Cellulose in the attic of the living area.
Basement ceiling	R30

House will also have the foam energy complete package included.

ELECTRICAL

All Electrical work to meet or exceed local and state codes. Electrical service to be a 200-amp panel.

All light fixtures will be chosen by the contractor. Fixture finish color will be black or similar. Outlets to be installed as required by code. All smoke detectors are AC/DC which means they are hard wired as well as backed by battery. It is recommended to change batteries every six months. At daylight savings time.

Pre-wired for (2) Cat 6 outlets. Final Connection to be by utility company. Buyers are responsible for calling appropriate companies. You should call at least 3-4 weeks prior to closing.

Outlets/ Switches
All outlets will be equipped with standard duplex connections. Switches are standard toggle type. Outlets and switches to be white. Dimmer switches are not included. The microwave will be wired over the stove and recirculated back in.
STANDARD ELECTRICAL LAYOUT BY ROOM ONLY.

PLUMBING

All Plumbing shall meet or exceed local and state codes. All water lines feed from meter shall be plastic type. All drains, traps, and vents will be PVC. All fixtures must be supplied by our plumber and are as follows:

1-White 5' fiberglass tub/shower in the 2nd floor bath, see plan to verify.
1-White 5' fiberglass shower stall in the 1st floor bath, see plan to verify
2-Lavatory sinks w/ Black faucets per supply
1-Kitchen s/s single sink w/ a Black Trinsic faucet or similar
1-Dishwasher hook up
1-Washer Hook-up
1-Electric Dryer and Stove connection
2-Antisiphon Frost Free Silcocks (outside faucets)
2-White standard round toilets

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Shower doors/ rods are not included in this contract in both baths.

For homes that require fire suppression systems that are on city water. Upon closing, Buyers are responsible for maintaining booster pumps (if needed) as well as performing any required maintenance by Maine Water or appropriate water company, please contact water company for further information.

HEATING

Heating will be supplied by 3 heat pumps and electric baseboard where applicable. See plans for rough locations. Units may be shifted during construction and locations will be at the builder's discretion. Hot water will be supplied by a 50-gallon electric hot water tank.

FINISHES

Drywall
All house walls and ceilings to receive ½" regular drywall with (3) coats of joint compound and sanded to a smooth surface, ready for paint.
Ceilings will be flat textured. Garage will have sheetrock on walls and/or ceiling only on the areas required for fire code.

Interior Trim
All interior doors to be 2-panel raised, split jamb, hollow core, smooth, painted white. Casing to be 5/8" x 2 ½" colonial painted white
Baseboard to be 5/8"x 3 1/2" speed base painted white.

Stair Finish
Carpet leading to second floor. Unfinished leading to basement.

Paint
Finish coat on walls to be (2) coat of a latex eggshell finish. SW7015 Repose Gray paint will be included on all walls. Finish coat on Interior trim and interior doors will receive (2) coats of white semi-gloss paint. Ceilings, decks, interior garages, basement stairways, and exterior doors are not painted. Due to weather. It is the buyer's responsibility to paint the exterior doors for warranty purposes.

Cabinets/counters
Cabinets will be white shaker cabinets designed by the contractor.
Bianco Sardo granite will be installed in the kitchen. Argento Romano Laminate in the baths.

Appliances
S/S refrigerator, electric stove, dishwasher, and microwave will be supplied and installed by contractor.

Flooring
Living room, kitchen, and dining room will get Oak hardwood floors, with a natural oak or similar finish. Baths, laundry & mudroom will get tile. Tile will be Nexus graphite w/ raven

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colored grout. Carpet will be installed in the bedrooms, bedroom closets, main stairs (if applicable) and upper hallway (if applicable).

Shelving & Mirrors
Shelving will be white wire shelving in all closets. Mirrors are to be standard mirrors and installed by contractor. Bathroom accessories will be buyers' responsibility. (toilet paper holder, towel holder, etc.)

Misc.
Contractor will buy and install 5" black numbers on the house. Location determined by contractor. Mailboxes will be the buyer's responsibility.

Material Substitutions
If any specified materials, fixtures, or products become unavailable, discontinued, or subject to delays, the Builder may substitute materials of equal or greater quality at its discretion. Such substitutions shall not require buyer approval.

Punchlist walkthrough
Upon completion of the home, home buyers and project managers will do an inspection of the completed home to be sure all systems are in working order. Punch lists must include name, address, and phone number must be made prior to closing. Any punch list items pointed out after closing will not be covered. This includes minor cosmetics.

House is a __1640_____ sqft Colonial style house w/ a garage.

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1 YEAR LIMITED STRUCTURAL WARRANTY

WARRANTY. A one (1) year limited structural warranty is included in this contract for defects of labor and/or materials furnished by Contractor, which begins at the issuance of the certificate of occupancy. Please note that maintenance is not the same as a warranty.

This warranty excludes: normal settling & movement of wood, shrinkage, expansion, warping, normal sheetrock shrinkage cracks, sheetrock popped screws, normal concrete shrinkage cracks, natural characteristics of wood like shrinkage and warping (including floors), paint texture, improper washing, scrubbing, scraping of paint, paint smudges or fading from sunlight, shrinkage or cracking of caulking, damage to walls and/or trim due to moving in, the lawn (including washouts from storms), driveway including pavement; damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the property; defects in items installed and/or supplied by Buyer or anyone else except Contractor. Contractor is not responsible for Buyer's allergies, asthma, or other respiratory ailments that may be affected by a newly constructed house. This includes radon. Buyers are responsible for maintaining a healthy environment. Contractors are not responsible for excessive moisture in the house or any and all mold associated with excessive moisture. Buyer(s) will be responsible to watch and maintain humidity to prevent mold growth. Due to higher moisture levels of new home construction, it is highly recommended to buy a dehumidifier and keep this under control. Contractor is not responsible for leaks due to ice covered roofs.
Covered items need to be completed by the Builder. Any repairs completed by other contractors chosen by the Buyers will void the warranty. Builder will not pay for or reimburse Buyer for any covered warranty items completed by other contractors, hired by the Buyers.
Contractor will assign and pass on to Buyer, to the extent assignable, the manufacturers' warranties on all appliances, consumer products, and equipment. Contractor makes no express warranty on appliances or other equipment sold with the house. It will be the responsibility of the buyer to fill out any warranty cards for any products with a manufacturer's warranty. Buyers' failure to register or mail such warranty card shall not create any liability on the Builder for any expressed or implied warranty on any equipment or appliances.
Any defects determined to be covered under the included warranty will be addressed within 60 days unless there are labor problems, material shortages or due to weather. The work must be performed by the builder or subcontractors chosen by the builder. Buyer acknowledges and agrees that any repairs or replacements may not match original finishes or products.

By signing you agree to all terms contained herein.

_____	_____
Buyer	Seller
_____	_____
Buyer	Seller

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