

RESIDENTIAL CONTRACTING AGREEMENT

MASSACHUSETTS REGISTRATION NO. 101470
MASSACHUSETTS CONSTRUCTION SUPERVISORS NO: 005678
RHODE ISLAND REGISTRATION NO: 1107
FEDERAL IDENTIFICATION NO: 04-2842083
CONTRACTORS NAME: FRICOT BUILDING & REMODELING, INC.
SALES PERSON'S NAME: GERARD FRICOT

NOTICE: All home improvement contractors and subcontractors engaged in home improving contracting in Massachusetts, unless specifically exempt from registration by provisions of M.G.L. CH. 142A of the general laws, must be registered with the Commonwealth of Massachusetts. Inquires about registration status should be made to the director, HOME IMPROVEMENT CONTRACT REGISTRATION, One Ashburton Place, Room 1301, Boston, Mass. 02108.

NOTICE: All home improvement contractors and subcontractors engaged in home improving contracting in Rhode Island, unless specifically exempt from registration by provisions of R.I.G.L. Ch. 5-65 of the general laws, must be registered with the State of Rhode Island. Inquiries about registration status should be made to the Building Contractor's Registration Board, Building Code Commission, One Capital Hill, and Providence, Rhode Island.

Read this agreement and make sure you understand it before signing it. This Agreement has legal force and effect and binds those who sign it.

This Agreement is made on the 14th day of August 2002 between **Fricot Building & Remodeling, Inc. of Guild Avenue, P.O. Box 3293, So. Attleboro, Mass. 02703, (508) 399-7199**, and **Mr. and Mrs. Raymond Smith, 123 Average Street, Anytown, Ma. 12345, (000) 123-4567**, hereinafter called "owner".

I. Detailed Description of Work to Be Performed

The contractor agrees to perform in a good and workmanlike manner, all work detailed in the Specifications Sheet which is annexed hereto as Exhibit A which is incorporated herein by reference. Any changes from Specifications annexed must be in writing.

Detailed Description of Materials to Be Used

The materials to be used in performing the work described in the Specification sheet also outlined in the Specifications, which has been annexed hereto as Exhibit A is incorporated herein by reference. Any changes from Specifications annexed must be in writing. All work will meet or exceed the Quality Standards for the Professional Builder, set forth by the National Association of Home Builders.

II. Price

Contractor agrees to do all work described in Section I for the total price of \$252,971.00 (Two Hundred and Fifty Two Thousand, Nine Hundred and Seventy One Dollars).

III. Payment

Payment will be made as follows:
See attached Payment Schedule Exhibit B

The owner agrees to pay the Contractor interest, at the rate of eighteen percent (18%) per annum, simple interest, any unpaid balance owed under this contract which is outstanding more than thirty (30) days in the arrears. The Owner further agrees to pay all reasonable attorneys fees and costs of collection in the event that the Owner fails to pay the Contractor the amounts due as outlined above.

IV. Commencement and Completion of Work

Contractor will not begin work or order materials before the third day following the signing of this Agreement unless specified here in writing. Contractor will begin work on, or about October 15, 2002. Barring delay caused by circumstances beyond the Contractor's control, the work will be completed by February 15, 2002. The owner hereby acknowledges and agrees that the scheduling dates are approximate and that delays attributable to the presence of hidden conditions or requiring additional work discovered during the course of construction, or delays arising out of the receipt of equipment and/or materials, that are not avoidable by the contractor, shall not be considered as violations of this Agreement.

Any materials to be supplied by the Owner shall be delivered to the job-site not less than forty eight (48) hours before the date upon which they will be required by the Contractor in order to continue the work described. Failure of the Owner to supply such materials in a timely manner shall also not be considered to be the responsibility of the Contractor.

V. No Acceleration of Payments but Escrowing Allowed

The contractor may not require payments to be made in advance of the time specified in Section III above for the reason that he deems himself or the payments to be insecure. If, required, as a prerequisite to continuing the work described herein, but the balance of the payments under this contract that are in control of the Owner be placed in a joint escrow account that requires the signature of both the Contractor and the Owner for withdrawal.

VI. Insurance

Contractor will be responsible to the Owner for any third party or any property damage or bodily injury caused by himself, his employees, or his subcontractors in the performance of, or as a result of, the work under this Agreement. Contractor agrees to carry cover such damage or injury.

VII. Subcontracting

Contractor agrees that, notwithstanding any agreement for materials and/or labor between the Contractor and a third party, Contractor is responsible to the Owner for completion of all work described in a timely and workmanlike manner.

VIII. Construction-Related Permits

The following construction-related permits will be necessary in order to complete the scope of the work included in this Agreement: Building, Plumbing, Electrical, Mechanical, Water and Sewer, Smoke Detector, and Gas

The Contractor under the provisions of Chapter 142A of the General Laws is required to apply for and obtain all construction-related permits. The contractor shall not be deemed responsible for delays in the work described in this Agreement caused by regulatory, permit granting or inspection agencies, authorities or individuals.

NOTICE; If the owner obtains his own construction-related permits for the work described under this agreement. The homeowner is hereby advised that in the event of a dispute, judgement, and nonpayment of the contractor, the owner will not be entitled to make a claim to or collect from the guaranty fund established by Chapter 142A of the laws of Massachusetts.

IX. Modification

This Agreement, including the provisions relating to price (Section II) and payment schedule (Section III) cannot be changed except by a written statement signed by both Contractor and Owner. However, cancellation by the Owner is allowed in accordance with the Notice of Cancellation as outlined under Rights to Cancellation below.

X. Warranties

The Contractor agrees to warrant the finished project for one year beginning from the date of completion for one year following. The Contractor agrees to correct any defect during the one-year period in a prompt manner from the time Contractor is notified. The purchaser shall notify the Contractor of a defect as soon as the defect is discovered. All notices of defect shall be in writing and shall state with specificity, the defect discovered. Contractor agrees to provide purchasers with all manufacturers' warranties, guarantees, instructional booklets, and other informative literature of the products and materials used in the home. No employee, agent, or subcontractor is authorized to make any representation or warranty on behalf of the Contractor other than those contained in this agreement. This warranty is none transferable.

XI. Completeness of Agreement for Execution

The Owner is hereby advised they should not sign this Agreement unless and until all blank sections have been filled in or marked as void, delete or as not being applicable, and until all exhibits and related or referenced documents that are incorporated herein are attached hereto.

XII. Copy of Agreement to Be Given To Owner

This agreement is governed by the Laws of Massachusetts. It must be executed in duplicate, and an original signed copy hereof given to the Owner at the time of execution. No work under this Agreement shall begin prior to the signing of this Agreement and transmittal to the Owner of copy thereof.

XIII. Agreement to Arbitrate In The Event of Dispute

The Contractor and the Homeowner hereby mutually agree in advance that in the event that the Contractor has a dispute concerning this contract, the Contractor may submit such dispute to either the American Arbitration Association, or to such other private arbitration service which has been approved by the secretary of the Executive of Consumer Affairs and Business Regulations and the consumer shall be required to submit to such arbitration as provided in M.G.L. Ch. 142A. The decision and award of the arbitrator shall be final. The costs of such proceedings shall be borne equally by both the parties.

Contractor

Owner

Owner

NOTICE: The signatures of the parties above apply only to the agreement of the parties to alternate settlement initiated by the Contractor. The Owner may initiate alternate dispute resolution even where this section is not severally signed by the parties.

XIV. Addendum

1. Exhibit A - Specification Sheet(s)
2. Exhibit B - Payment Schedule
3. Exhibit C - Plans dated May 15,2002

RIGHTS TO CANCELLATION

The Owner may cancel this Agreement if it has been signed by the owner at a place other than the address of the Contractor which may be his main office or branch office thereof, provided that the Owner notifies the Contractor in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day of the signing of this agreement

NOTICE TO HOMEOWNER;

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

THIS CONTRACT IS TO BE EXECUTED IN DUPLICATE WITH ONE COPY RETAINED BY OWNER AND ONE COPY RETAINED BY CONTRACTOR.

Executed as our free act and deed this 14th day of August 2002.

Contractor

Owner

Owner

This contract is to be null and void if not signed and returned to contractor within 10 days from the date of contract.

EXHIBIT A
SPECIFICATIONS

WORK DESCRIPTION

Design and construct a 3 bedroom 2 bath Ranch style home with 3,015 sq. ft. and a 3-stall garage as per plan drawn by Average Design on Lot B-2, Any Street in Attleboro, Mass.

ENGINEERING

Stake off the foundation on the lot with beanpoles prior to excavation. Survey and locate the house on the lot, and draft an As Built plan for the Building Department. The house is to be located as close to the front and side setback (Bedroom side) as allowed by City Zoning requirements.

PLANS & PERMITS

Contractor to supply needed building plans to apply for a building permit from the City of Attleboro. The plans will consist of floor plans, foundation plan, 4 elevation plans, Floor joist framing plan, section plan, and an energy audit schedule. Contractor will take out the following permits for the construction of the house. Building permit, water, sewer, and gas permit, electric, plumbing, mechanical, and smoke detector permit.

LANDCLEARING

Remove the desired trees on the lot and remove them from the site. All of the branches will be ground up and left on the site. The stumps will be dug up and trucked from the site to a legal disposal area.

EXCAVATION

Scrape off existing loam and stockpile for future use. Excavate for a full basement type of foundation as needed. Excavation will consist of normal digging and backfilling of foundation with materials on site. Backfill the house foundation footings with ¾" crushed stone. Rough grade slope to provide drainage away from the house. Excavate a trench for 2 lampposts, a water fountain (maximum of 40' from rear Porch/Deck., a low point drainage trench towards the (South) of property, and the utility trenches. The owner will establish the foundation height prior to construction.

SITE WORK

Excavate a trench from the house to the water line in the curb. Run a ¾" type K copper water line from the curb into the house. Backfill the trench upon completion of the work. Excavate a trench from the house to the sewer line in the curb. Install a 6" PVC sewer line from the curb into the basement of the house. Backfill the trench upon completion of the work. Install a light duty PVC drainage pipe around the interior of the footing and cover with stone. The drainage pipe will be run from the house sump pit to the drainage trench and will discharge to daylight at a low point of the south side of the property. Backfill trench upon completion of the work. Install 1" Black poly 100 PSI water piping in the fountain trench out to the water fountain in the rear of the property. Back fill this trench upon completion of the work.

FOUNDATION

Form and pour a 12" concrete foundation as per plan dated 5-15-02. Foundation will be a full basement type of foundation and will have an 11"x 24" concrete footing with keyway. Foundation will be approx. 7'- 8" high and will

Construction Agreement, Page 6 of 12

have 1/2" anchor bolts cast in place every 6'. Concrete will be 3000-lb. foundation mix. Install 6 Andersen #2817 basement windows with screens as per plan. Install 6- 12" Galvanized window wells around the basement windows. Spray asphalt damp proofing on the house foundation prior to backfilling. Install light duty PVC footing drains around the basement foundation to a sump pit under the kitchen. Install a 18" x 6" concrete riser with cover at sump pump pit.

CONCRETE FLOORS

Grade the basement and garage, and prepare for a concrete floor. Pour a concrete floor using 3500# concrete floor mix. The floor will be finished to a smooth hand troweled finish and will have the proper pitch. The garage floor will have a 2" pitch and will have 6" welded wire mesh embedded in the center of the garage floor slab. Install plastic zip strips approx. every 10' in the floor slabs. Spray the concrete floors with a coat of Diamond seal as soon as the concrete has set.

FRAMING

Frame the house according to the plans. The house shall be constructed using the following materials.

2"x 6" pressure treated sills
2"x 10" floor joists 16" on center
3/4" CDX plywood tongue and groove sub floor glued and screw nailed
2"x 4" wall studs 16" on center, 92 5/8" long
1/2" CDX plywood wall sheathing
5/8" CDX roof sheathing
Roof truss system
1"x 8" #2 pine fascia and rake boards

ROOFING

Install 5" white aluminum drip edge along the bottom of the roof lines. Install a 36" row of Ice and Water shield along the bottom of the roof line. Install GAF Slateline 40 year roofing shingles with Coravent ridge vent installed on all roof ridges. Install aluminum step flashing as needed. Install 2 Velux skylights as per plan. Skylights will be Velux FS-306 with needed flashing kit.

WINDOWS

Install the following White Andersen Casement windows with white colored hardware and white insect screens. The windows will be natural wood, stain grade windows with High Performance Glazing. The windows will have no grills and will have compact white handles.

2- CXW-13 Kitchen
2- CN-16 Dining room
5-CXW-15 Family room
1-P5060 Dining room
2-CW-15 Family room
2-P4040 Study
3-CW245 Garage and Bedrooms
4-C25 Breakfast Nook
2-C14 Master Bedroom
1-CW-24 Master Bedroom
1-CW245/CTCW2 Garage
2 Hylite fixed glass block windows. Windows will be 4' x 4' with 8" glass blocks with needed aluminum frame

EXTERIOR DOORS

1- White Andersen FWH6068 Frenchwood Hinged SAL unit white insect screen and Brass hardware.
Install ThermaTru Model #930 steel 36" door unit with 2 -12" #930sl with brass caning and a Caradco circle top window with round casing above as per plan. Install 2 ThermaTru #210 steel 36" door units on the garage. The doors will be installed in the entry to the garage, and the entry from the garage to the hall. The doors will have 5/4"x 4" exterior casing. The doors will have Schlage keyed alike Plymouth polished brass locksets.

GARAGE DOORS

Install 2- 9' x 7' and 1- 6' X 7' prefinished white General Door insulated sectional overhead door units with the needed overhead track, hardware, and weather stripping. The doors will be white raised panel doors. Install 3 Liftmaster 1/3 hp electric door openers. The openers will have an interior push button control, 1 remote control, and electric safety eyes for each door opener.

EXTERIOR TRIM

The siding will be installed over Tyvek house wrap. Cover the Rake and Fascia boards with white Alcoa aluminum soffit and fascia system. All of the exterior trim will be fastened with aluminum trim nails. Install 4 pairs of Girardin louvered vinyl shutters on the front of the house.

BRICKWORK

Install brick veneer siding on the entire exterior of the house. Build brick columns, front porch, and steps on the front of the house. The mortar joints for the brickwork will be Type-N dark gray mortar, will be tooled with a raked joint. Install 4 white keystones over the front windows. The front facing outside corners will have Quoin corners built into the brickwork. The brick shall be Berwick Blend as manufactured by the Beldon Brick Company.

FIREPLACE

Build a 1-flue chimney with a 36" fireplace. The chimney and fireplace shall be built with the matching Berwick Blend brick and clay flue pipes. There will be a 12"x 12" flue for the fireplace. Install a cast iron damper and ash dump in the firebox. The chimney will run from the foundation and will terminate 2' above the ridge of the house as needed. The fireplace will have a elevated hearth and shall be built to 60" height. Install the needed lead flashing at the roofline. Install a gas log burning unit and circulator in the fireplace with a manual and remote control. The allowance for this accessory is \$3,000.00 installed.

VENTILATION

Install staggered vented soffit panels under all of the overhangs.
Install a vinyl dryer vent for the 1st floor dryer to the outside.
Install 6 aluminum roof vents on the rear of the house.

ELECTRICAL

Install a 200 amp Square D electric service with a circuit breaker panel in the basement. The electric service will be run underground in 2" PVC piping from the curb to the house. The contractor will arrange for a new utility pole to be installed by Mass Electric, at their cost, to be installed on the property. The pole will be located as close as possible to the curb, just inside of the property midpoint, to provide for underground electric service.
Install 2- 3/4" PVC underground pipes for the Cable and phone systems. The piping will run in the electric trench with a pull line installed for the utilities use.
Install 1 3/4" PVC underground pipe for a backyard water fountain. The fountain will be located a maximum of 40'

Construction Agreement, Page 8 of 12

from rear porch.

Install electrical plugs throughout the house as needed per code.

Install wiring for 2 zones of heat and air conditioning.

Install a 220-volt, two pole, 4-wire range receptacle.

Install a 220-volt, two pole, 4-wire dryer receptacle.

Install a washer receptacle.

Install a disposal switch and wiring.

Install a microwave circuit.

Install 4 outside spotlight in owner's location.

Install a switch and wiring for 2 outside lampposts with an electric outlet in the base with programmable timer switch.

Install a switch and needed wiring for 2 exterior lights at the entryway with programmable timer switch.

Install 2 Nutone #8663 exhaust fans in the bathrooms.

Install 37 recessed light fixtures with 1 switch per room in rooms as per owner's specifications and location, including recessed fluorescent ceiling light fixtures (2-8' lamps/fixture) in utility room, study, WIC, and garage..

Install 5 exterior GFI receptacles, 4 on house, and 1 remote receptacle, 40' max. away from the house at fountain.

Install a switch and fixture in each closet.

Install 4 ceiling fans and switch in the Master bedroom with light, Bedroom #1, Study, and the family room.

Install 2 hanging lights with switch and dimmers in the entry way and Dining room.

Install a switch and light at the exterior doors. 4 lights, 3 on garage with programmable timer switch, and one for porch.

Install 4 light fixtures in the garage with switch as per owner's specs.

Install 4 light fixtures in the attic with switch as per owner's specs.

Install 6 light fixtures with 2 switches in the basement as per owner's specs.

Install 6 electric plugs in the basement.

Install a doorbell system with 2 exterior buttons. Install chimes as selected by owner.

Install wiring needed for 2 A/C units.

Install an electric plug for future sump pump.

The lighting fixture allowance will be \$5,000.00

Install the needed wiring for a central alarm and smoke detector system in the house. The system will have contacts in all lower level windows and door units. The system will have the needed wiring for 2-touch pads and phone dialer to make a complete system. Allowance for the system will be \$2,000.00.

Install wiring for a surround sound system, and an Elan stereo system. The allowance for system will be \$8,000.00

Install 2 Honeywell programmable clock Thermostats.

Install continuous recessed fluorescent lighting under cabinets in Kitchen and Utility room.

PLUMBING

Install a PVC drainage system throughout the house to supply 2 bathrooms, kitchen, and laundry. The drainage system will have all the needed piping, fittings, and traps to make a complete installation.

Install a Copper water system to supply water to 2 bathrooms, kitchen, and laundry. The water piping system will have all of the needed piping, fittings, and shut offs to make a complete installation.

1- Kohler K-1585 fiberglass tub and shower unit

1- Kohler K-1597 fiberglass shower stalls

2- Kohler K-3423 Wellworth toilets

1- Symons S96-1 shower valve in polished chrome

1- Symons S96-2 tub and shower valves in polished chrome

1- Kohler K1244 Sojourn tub

1- Delta 2730 whirlpool faucets in polished chrome

2- Delta 2522MPU vanity faucets

1- Kingsford double bowl stainless steel sink

1-Delta 2402 w/spray

Construction Agreement, Page 9 of 12

1- Stainless Steel sink in laundry room. Allowance of \$300.00

4- exterior water faucets as per owner's location.

Install 2 ¾" water meters with the needed piping in the front of the house, in line with existing curb stop. Install an E.O Smith FTSH75, 75 Gallon gas fired direct vent hot water heater with the needed valves and fittings.

Install needed shutoff valves and vent piping.

HEATING

Install 2 Rudd Achiever 90 Plus gas fired warm air furnaces in the basement of the house to supply heat. The furnace will be 93.3 A.F.U.E. and will be direct vented with 2" PVC piping. Install the needed ductwork and dampers. The trunk line will be galvanized steel ductwork with 2" vinyl insulation. The lateral lines will be R-7 flex duct with the needed fittings. The furnaces will be fed with steel gas piping in the required size, with the needed shut offs. Each unit shall be connected with a condensate pump and piped to the outside. The furnaces will have high performance electro static filters. Install Skuttle 190-1 humidifiers on the furnaces. The owner will determine the location of the heating registers.

GAS PIPING

Install the needed gas piping to supply natural gas to the 2 furnaces, 1 hot water heater, gas fireplace, and a gas grill on the rear deck. The gas piping will run from the house meter (supplied by others) to the 5 fixtures. The piping will be Black iron and stainless steel flexible piping with the needed valves and fittings. The local gas company will install the gas service at their expense.

CENTRAL VACUUM

Allowance is \$1,500.00 installed.

SECURITY SYSTEM

Allowance for security system is \$2,000.00.

AIR CONDITIONING

Install 2 Rudd Achiever 10 Series Condensing units with the needed piping on the side adjacent to the master bath. The units will be 10.0 S.E.E.R. efficiency. The piping will be soft copper tubing and will be insulated as needed.

INSULATION

Install R-30 Kraft Faced Fiberglass Insulation in the ceilings

Install R-13 Kraft Faced Fiberglass Insulation in all of the exterior walls of the house and garage.

Install R-19 Kraft Faced Fiberglass Insulation in the basement ceiling.

Install R-13 insulation in the interior walls of the 2 bathrooms and utility room..

Install proper vent insulation baffles in between the roof rafters prior to installing the insulation.

Install insulation around the entire window and door openings.

WALL FINISH

Install 1/2" Imperial Board and Veneer Plaster on all of the walls and ceilings of the house including basement stairway.. The garage will have 5/8" Type X Firecode Imperial Board. Imperial Board will be screwed in place with 1 1/4" screws and will have reinforcing tape installed over all of the seams and will have metal corner beads installed on all outside corners. Plaster all of the walls and ceilings with Veneer plaster. All of the walls will have a smooth finish. The garage and all of the ceilings will have a skip trowel textured ceiling.

INTERIOR TRIM

Install 2 ½" Colonial casing on all of the windows and doors.
Install 3 ½" Colonial baseboard.
Install 3 ½" Crown molding in the Foyer/Entry, Hallway, Dining room, Utility room, Study, Master bedroom, Master bath, main bath, and the 2 bedrooms.
Install 6 panel Masonite doors as per floor plan.
Install 2- 6' 15 lite French doors in the dining room as per plan.
The doors will have Schlage Plymouth style brass passage hardware. The Master bedroom and bathrooms will have Schlage Plymouth style privacy hardware.
Install pull down attic stairway in hall.
Install 3/8" PTS plywood on the floors receiving ceramic tile floors.
Install a wood pole with shelf in all of the closets.
Install 4 wood shelves in the linen closet.
Install shelving in the WIC as desired by owner. Allowance for shelving shall be \$1,000.00 installed.
Install Plywood treads and risers on the basement stairs.
Install a round fir handrail in the cellar stairway.
Install a wood mantel on the fireplace. Allowance for mantel shall be \$600.00 installed.
Install a recessed drop down ironing board with a raised panel pine door. The unit will be installed with needed electric plug in the Utility room.

CABINETS

Install kitchen breakfast nook, family room, utility room, and bath cabinets as per plan. Allowance for the cabinets and tops will be \$25,000.00.

PAINTING

Paint the interior walls that are not wall papered and all the ceilings with 1 coat of Sherwin Williams's latex primer. Paint the walls with a second coat of Sherwin Williams Promar 200 wall paint with an eggshell finish. The woodwork will have all of the nail holes and blemishes puttied prior to painting. The woodwork will be primed, and then painted with 1 coat of white Sherwin Williams Super paint. The ceilings will be light gray, the walls will be a slightly darker gray than the ceilings, except the family room which is green. Owner to select the exact paint color prior to the start of painting. Paint the exterior door units with 2 coats of Sherwin Williams Super Paint latex semi gloss paint. Wall paper the dining room, main bath, foyer, breakfast nook, and the master bath. The allowance for wall papering shall be \$3,000.00.

FLOORING

Install Red Oak Hardwood strip flooring in the Dining room, Kitchen, and Breakfast nook. The flooring will be installed, sanded, and finished with 1 coat of sanding sealer and 2 coats of semi gloss Polyurethane finish. The finish will be buffed in between coats.
Install ceramic tile in the foyer, up to the beginning of the hall the rear hall from the garage door to the Kitchen/Utility room openings, Utility room, Master bath including toilet and Jacuzzi tub area, and the Main bath. Install carpeting in the remaining rooms, stairway to basement, and remaining hall.. The allowance for the ceramic tile is \$5,000.00 installed. The allowance for carpeting is \$5,200.00.

LANDSCAPING

Spread the existing loam that was saved from excavation and spread on all disturbed areas. Supply the needed screened loam, rake the loam, and remove all debris and hydro seed the disturbed areas as desired by owner. Install

Construction Agreement, Page 11 of 12

Miscellaneous shrubs in the front of the house with mulch as desired by owner. Allowance for landscaping will be \$18,750.00. Install a lawn sprinkler system. Allowance for system will be \$4,000.00.

BRICK WALKWAYS

Install a matching Berwick Blend brick walkway in the front of the house as desired by the owner. The allowance for the brick walk shall be \$2,000.00.

DRIVEWAY

Install a bituminous asphalt driveway. Driveway will be 2,100 sq. ft. The driveway will have an 8" gravel base and will be 3" thick. The base coat will be 2" thick and compacted. The final coat will be 1 1/2" thick and compacted. The allowance for the driveway will be \$3,400.00 for the asphalt work.

REAR DECK

Build a 10' x 16' Pressure Treated deck with a 6' - 8" x 10' platform and stairs at the rear of the house as per plan. The deck shall be built with 2" x 8" floor joists with 5/4" x 6" pressure treated decking. The rails will be built with 2" x 4" horizontal rails with 2" x 2" vertical balusters, spaced 4" apart. The deck shall be supported with 4" x 4" posts that rest on 8" concrete footings. The deck will have a set of stairs leading down to the yard. The deck and the platform shall be built with Pressure treated materials and will be fastened with Galvanized fasteners.

APPLIANCES

Supply and install an oven/grill/barbecue with hood fan, microwave, refrigerator w/ice maker, dishwasher, garbage disposal, trash compactor, refrigerator/freezer, and washer/dryer as per owner's specifications. The allowance for these appliances will be \$7,000.00. Install a central vacuum system. Allowance will be \$2,000.00 for the system.

FENCING

Install a 4' high, cedar post and rail fence as per owner's request. The fencing will have 3 round rails and will have 6" Galvanized wire mesh stapled on one side. There will also be 3 single gates and 1 double wide gate. The allowance for the fencing will be \$6,000.00.

MISCELLANEOUS

Supply and install owner's desired Bath accessories. Allowance will be \$2,000.00 installed.

The house will be cleaned of all debris and will be ready for occupancy upon completion of the work.

Cleanup yard of all construction debris.

Install 3/8" Amourflex pipe insulation on all of the hot water pipes in the basement.

Install .032 aluminum seamless gutters and downspouts on the entire house. Install vinyl waterfall style leaf guards on all of the gutters. The downspouts will terminate above a concrete splash block.

Install Plastic overflow pan and needed piping under the washer.

Supply and install a whole house water filter. Allowance will be \$400.00.

Install 1/4" Aromatic Cedar paneling in the Walk-in closet. Install the paneling on the walls and the ceiling of the closet.

**Exhibit B
Payment Schedule**

Deposit	1%
Foundation completed	5%
House deck completed	6%
Framing completed	9%
Roof sheathing	4%
Windows and doors installed	5%
Roofing completed	3%
Brick delivered and started	5%
Brickwork completed	5%
Plumbing roughed	3%
Electric roughed	3%
Rough Heating system completed	3%
Insulation	3%
Plasterwork completed	5%
Finish heat completed	3%
Interior trim installed	3%
Interior doors installed	2%
Kitchen cabinets and tops installed	8%
Concrete floor completed	2%
Ceramic tile flooring installed	2%
Carpeting completed	2%
Finish plumbing fixtures installed	2%
Finish Electric completed	2%
Interior painting completed	3%
Landscaping completed	4%
Driveway completed	1%
Appliances installed	2%
Sprinkler system installed	2%
Occupancy Permit and Final Owner Inspection *	2%

*Owner will submit, in writing, a punch list of any items that may need attention by the contractor upon the completion of substantial construction of the house. At that time, the contractor will make any needed adjustments to satisfy the above-mentioned punch list as soon as possible. Upon completion of the punch list, the balance of the contract will be due.

NOTE:

All selections will be made from the contractor's vendors and suppliers. Any overages on the allowances given will be charged a 10% fee to cover the contractors' overhead and profit.

Owner agrees not to take occupancy of the premises until the contractor has been paid in full unless the contractor has given written permission to the owner.