

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR WORK**

This agreement (“Contract”) made as of the 13th day of June 2018 is by and between 15th Avenue LLC (“Owner”), and GreenBuild Design and Construction, LLC (“Contractor”), for the following-described Project:

2208 Turnagain Pkwy., Anchorage, AK 99517

Lot 14, Block M, Park Subdivision, according to the official plat thereof filed under Plat No. P-137B, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska

The Owner and the Contractor agree as follows.

**ARTICLE 1.  
THE WORK**

1.1 The Contractor shall perform the following Work required by Owner under this Contract:

Described in the attached Exhibit C – Scope of Work Additional Provisions and Materials List, and Exhibit D – Scope of Work, General Contractor’s Document.

**ARTICLE 2.  
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

2.1 The Work to be performed under this Contract shall be commenced upon execution of this contract, June 11, 2018 and, subject to authorized adjustments; Substantial Completion shall be achieved not later than August 8, 2018.

**ARTICLE 3.  
CONTRACT SUM**

3.1 The Contract Sum breakdown is as follows:

Described in the attached Exhibit A – Contract Sum.

**ARTICLE 4.  
PROGRESS PAYMENTS**

4.1 Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor pursuant to the following “Draw Schedule:”

Described in the attached Exhibit B – Draw Schedule.

ARTICLE 5.  
FINAL PAYMENT

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed and the Contract fully performed.

**GENERAL CONDITIONS**

ARTICLE 6.  
CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Contract, any drawings, any specifications and all modifications such as written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work.

6.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

6.3 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

ARTICLE 7.  
OWNER

7.1 The Owner shall furnish a legal description of the site.

7.2 The Owner shall secure and pay for necessary approvals, assessments and charges required for the Work, except as specified herein.

7.3 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 8.  
CONTRACTOR

8.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

8.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools and equipment necessary for the proper execution and completion of the Work.

8.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

8.4 The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

8.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer use and other similar taxes, and shall secure and pay for all building permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

8.6 The Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

8.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

8.8 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, equipment, machinery and surplus materials.

8.9 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss or use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

#### ARTICLE 9. SUBCONTRACTS

9.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the Project.

9.2 Unless otherwise required by the Contract Documents, the Contractor, as soon as practicable, shall furnish to the Owner the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by

the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 10.  
MISCELLANEOUS PROVISIONS

10.1 The Contract shall be governed by the law of the State of Alaska.

10.2 In the event that a question, dispute or requirement for interpretation or construction should arise with respect to the Contract Documents and/or Work, the jurisdiction and venue therefor shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Anchorage, Alaska, or, alternatively, with the United States District Court for the District of Alaska, at Anchorage, Alaska, unless a nonwaivable federal or Alaska state law should require to the contrary.

ARTICLE 11.  
TIME

11.1 All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.

11.2 The Date of Substantial Completion of the Work is the date when construction is sufficiently complete so that the Owner can occupy or utilize the Work for the use for which it is intended.

11.3 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, fire, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

ARTICLE 12.  
PAYMENTS AND COMPLETION

12.1 Payments shall be made as provided in Articles 3 through 5 of this Contract.

12.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to the Owner or another contractor, or (5) persistent failure to carry out the Work in accordance with the Contract Documents.

12.3 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien. If any lien remains unsatisfied after all payments are

made, the Contractor shall refund to the Owner all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

12.4 The making of final payments shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 13.  
PROTECTION OF PERSONS AND PROPERTY

13.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by it. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 8.9.

ARTICLE 14.  
INSURANCE/BOND

14.1 Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate or as required by law, whichever is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 8.9. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

14.2 Before commencing any Work, Contractor shall provide Owner with a payment and performance Bond with a term of at least three years and an amount of not less than \$25,000 issued by a corporate surety or insurance company licensed to do business in the State of Alaska. Such Bond shall be issued by the surety on behalf of Contractor, as principal, for the benefit of Owner, as security for Contractor's fully, faithful and timely performance of all of the Work under this Agreement. Anything in this Agreement to the contrary notwithstanding, such Bond shall comply with, at a minimum, AS 08.18.071.

ARTICLE 15.  
CHANGES IN THE WORK

15.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner.

15.2 The Contract Sum and the Contract Time may be changed only by Change Order.

15.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 16.  
CORRECTION OF WORK

16.1 The Contractor shall promptly correct any Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 17.  
TERMINATION OF THE CONTRACT

17.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, may make good such deficiencies and may deduct the cost thereof including compensation for any additional services made necessary thereby, from the payment then or thereafter due the Contractor or, at his option, terminate the Contract and take possession of the site and of all materials, equipment, tools, and supplies owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

This Agreement entered into as of the day and year first written above.

OWNER:

15TH AVENUE LLC,  
an Alaska limited liability company

By \_\_\_\_\_  
Carmela J. Warfield,  
Its Manager

CONTRACTOR:

GreenBuild Design & Construction, LLC  
a(n) Alaska limited liability company

By \_\_\_\_\_  
Rodrigo A. von Mareés,  
Its Member

**Exhibit A**  
**Contract Sum**

The Owner shall pay the Contractor for the performance of the Work, subject to the additions and deductions by Change Order, the Contract Sum of One Hundred Twenty-Seven Thousand Dollars (\$127,000.00).

The Contract Sum breakdown is as follows:

**SEE NEXT PAGE**



**Exhibit B**

**Draw Schedule**

Deposit	24,000.00
After completion of Exterior demo and exterior components (decks, siding, paint, windows)	15,000.00
After Electrical Inspection and Approval	10,000.00
After Plumbing Rough-In Inspection and Approval	15,000.00
After Roof Inspection and Approval	10,000.00
After Mud, Tape and Texture	10,000.00
After Windows	10,000.00
After Doors, Trim, Paint and Flooring	10,000.00
After Final walk through, close out of all inspection, and receipt of all documentation (warranties, permits, reports, Certificate of Completion)	23,000.00
<b>Total</b>	<b>127,000.00</b>

**Exhibit C**  
**Scope of Work**  
**Additional Provisions and Materials List**

1. Building will be turned over by Contractor in turnkey, like-new condition and ready for showings to potential buyers.

2. Home Inspection Report Contractor has been provided with a copy of Home Inspection dated March 8, 2018 issued by HomeTeam Inspection Service. Please see below sections, "Property Inspections" for contract specificities related to this home inspection, as well as any future home inspections.

3. Home Floorplan/Design Layout/Additional Specificities Owner will provide Contractor with final design for home after demo is completed, and prior to rebuild, including:

- Kitchen floor plan/configuration
- New master bath, master bedroom walk-in closet
- New powder room upstairs
- New bathroom configuration downstairs
- New bedroom configuration downstairs
- New utility room configuration and layout downstairs
- New patios/decks to be constructed in back of home, on pilings
- New deck and awning with gabled roof at front porch, on pilings

3A. Master Suite Conversion Master Suite conversion will include walk-in closet, en-suite 4-piece bath (toilet, 24" vanity and standard sized bathtub).

3B. Additional Work Details

- Contractor will install support beam in main living area, from north to south wall, as well as supporting floor to beam posts at either end of the walls.
- Drywall finishes – all corners will have bullnose finish work.
- Window sills – all windows will have MDF constructed window sills. Picture will be provided by Owner.

4. Electrical and wiring Home will be completely replaced/rewired with new throughout home, new service on the exterior. Telecom lines (phone, cable, internet) will be installed in home prior to sheetrock, finish work to include telecom line ports. Install all new switches, outlets, and lighting throughout, as per supplied materials list. In addition, Contractor will:

- Add six (6) recessed canned lights in the living room;
- Add three (3) recessed canned lights in the kitchen;

- Add six (6) recessed canned lights in the downstairs family room;
- Add one (1) pendant in kitchen, over sink

Layout for canned lights will be determined with Owner and Contractor

5. Plumbing All plumbing throughout home will be replaced and upgraded with pex tubing, including new valves and fixtures. Supply and install new trim throughout and washer box in laundry area for hookups.

- Plumb new drain and water supply for new powder room and new fixture locations in the downstairs bath, with rough in drain and water supply for vanity, toilet in powder room and new location for toilet, vanity and tub/shower in downstairs bath.
- Install will come complete with proper connections and venting to outside area. All work to have full operation and full leak check after install.
- Install will include new bath fan in new powder room, connecting new CFM fan and light combo in space with mounting with approved hangers hard wiring unit per manufacturer instructions.
- Install of new compliant exhaust vent with new hood and flapper with insulation to roof.
- Install of new water shutoff if needed, with full leak and operation check after install.
- Install new hose bibs with appropriate insulation in front and rear of home. Location to be determined by Contractor and Owner.

Please see Exhibit D, Contractor's Scope of Work for additional specificities.

## 6. Heating System

### Home

- Contractor will remove existing heating unit (furnace) and give to Owners.
- Contractor will demo existing duct work through home, seal openings and remove existing exhaust stack & surrounding materials through center of home that extends through roof.
- All ducts will be sealed with proper material and ductwork removed.
- Install new high efficiency boiler, Weil McClain unit (like make/model and or higher quality heating system may be substituted with owner's permission) in new mechanical room area (as specified by Owner, in downstairs area), as well as new baseboards, fins, heat runs and all necessary accompaniments.
- Install all appropriate exhaust venting through roof with proper connections, new tree, two new zone valves (upstairs, downstairs) new fill system and electrical.
- Install to include expansion tank, pressure reducer valve and backflow preventer, and all other required accompaniments. Full operations check after install and required inspections/permitting completed.

- New gas lines will be run to kitchen range, new mechanical room for boiler and hot water heater, garage heater and any other location deemed necessary by applicable code authorities.

#### Garage

- Install 30,000 BTU hydronic forced air Modine Hot Dawg unit heater (like model or higher quality unit may be substituted with permission from Owner).
- Install includes appropriate gas lines run to unit, electrical, mounting of unit, to ceiling at proper height and hangers. Full operations check after install and required inspections/permitting completed.

Please see Exhibit D, Contractor's Scope of Work for additional specificities.

7. Baths Bath remodeling is to include new floor plan configuration in downstairs bath, including addition of full bathtub and relocation of vanity and toilet; bath fans (80 cfm fan light combo, with appropriate hangers; trim kits; piping and controls; angle stops; shut offs, shower valves, trim kits and finishings.

Bath remodeling also includes new plumbing, framing and completion of new powder room bath upstairs, in location provided by Owner.

Wall/soap box inlay will be constructed in all bathrooms; size and location will be determined with Owner.

Owner will approve designs prior to build out, and designs will become Attachment to existing agreement.

Seals will be evaluated to ensure functionality of drains, and failed or faulty plumbing components (not latent) will be repaired or replaced as needed.

Owner will approve final master bath floor plan prior to execution. Vanities will be 36" in downstairs bath, pedestal in powder room; style and model can be found in attached supply list.

8. Windows Supply and install new vinyl windows throughout. Windows will be double paned, and shatter resistant where required.

- Downstairs bedroom windows and walls will be modified to ensure appropriate egress access is met.
- At Owner's discretion, Master bathroom window may be privacy filmed. Contractor to discuss with Owner prior to purchase and install.
- Corrugated steel window wells will be installed in all locations where new egress windows are installed, along with gravel. Contractor is responsible for ensuring structural integrity and compliance with all applicable laws/codes.

- Window in dining area will be replaced with 36” glass and steel door. Please see product list for specificities.

Windows will meet minimum egress standards where applicable and required. Special-ordered windows (if any) will be ordered to include shatter resistant safety feature, without the application of safety film afterwards.

9. Kitchen Finishings will be obtained from Traditional Marble and Granite (TMG). Countertops shall be granite, “Silver Cloud” slab. Cabinets will be Supree cabinets in white shaker with crown moulding, and all upper cabinets will be 42” unless otherwise approved by Owners. Backsplash shall be installed, make and model will be provided by Owner.

10. Decks New 10’x15’ rear deck will be built with new decking, new handrail, new steps into yard; with appropriate structural support on pilings.

11. Front Deck New 10’x10’ deck will be constructed at front entry, with awning, gabled roof, on pilings. in compliance with all applicable codes and standards (including but not limited to Municipality of Anchorage, International Building Code, State of Alaska). Decks will have ‘new’ condition and appearance, and owner will approve use of any existing decking.

12. Exterior Replace front, north and south side exterior walls of home with new Cedar Shake shingles. Color and style to be approved by Owner.

- Prep, pressure wash, and paint exterior.
- Replace any other damaged siding and trim as needed.
- Repair and replace any fascia as needed; Repair and replace any damaged framing. Appropriate primer will be used if needed to ensure “true” color in appearance.

13. Shed Existing shed and composting area in back yard will be demolished and all materials will be removed from job, along with any residual debris on jobsite.

14. Roof New roofing system will be installed. Any damaged roofing substrate and/or rot will be replaced/repared as needed. Ridge vent and all proper ventilation will be installed/ensured.

Architectural shingles will be used – please see attached materials list.

Municipal approval permits and product and craftsmanship warranty information will be given to Owner prior to close out payment.

15. Cleanup Any debris currently in front, back and side yards as well as in home will be removed and hauled away.

16. Renovation Materials Any and all damaged, non-functioning, insufficient, dilapidated and/or damaged materials (eg: sheetrock, drywall, framing, finishings, etc) will be removed and

replaced throughout home.

17. Fireplace Fireplace, surround, chimney and all related items in living room, garage and roof will be demolished and removed. Area where fireplace and surround stood will be refinished with appropriate finishing materials (e.g. drywall, texture, paint, flooring, etc). Roof openings created by removal of chimney, stack and other related materials will be repaired and restored to ensure leak-free function.

18. Kitchen Ducting Install new ductwork for kitchen hood vent, vent to exterior.

19. Flooring LVP flooring will be installed in main living areas; carpeting and upgraded pads in bedrooms and on stairs, tile in bathrooms. Floors will be leveled as needed prior to flooring installation to ensure flooring does not lift, buckle or otherwise be deficient in installation.

All grout and tile will be sealed after installation, to prevent water intrusion.

20. Any latent or concealed issues otherwise identified during the course of work will be brought to the immediate attention of the Owner. Contractor will provide Owner with explanation and cost estimates for remediation options prior to execution of any additional work. Any changes to scope of original work or cost will be documented as Change Orders to this Agreement.

21. Contractor will ensure that property is thoroughly cleaned prior to final payment, to include interior, exterior of home and grounds.

22. Determining and ensuring the sufficiency of materials and structural requirements are the responsibility of the General Contractor.

23. All warranties must be transferrable from 15<sup>th</sup> Avenue LLC (Owner) to Buyers that purchase home from Owner.

See Exhibit A, Scope of work document provided by Sound Contracting, LLC, for further work provisions.

#### APPLIANCES

Owners shall purchase all appliances. Contractor will install or ensure installation of any appliances and appliance safety equipment that are not installed by delivery agent or store (e.g. kitchen and laundry appliances) including anti-tip devices and/or any other safety mechanisms.

Contractor will test appliance functionality after installation. Contractor will immediately notify Owner of any defective or deficient appliances. Contractor will provide Owner with all appliance manuals, accessories and spare parts.

## CHANGES TO PROPERTY

Contractor shall not make any material change to Premises, outside of Work Agreement, without approval from Owner prior to execution. Approval of changes shall be documented in writing as an addendum and written Change Order to existing Agreement.

## FINISHING MATERIALS

Siding colors, countertops, paint, tile, cabinets, flooring, faucets, lighting, vanities, interior & exterior doors, ducting covers, tile accent, fireplace surrounds and finish materials, vanities, fixtures, and any other options (e.g. all finishing's) will be approved by Owner prior to installation. See approved materials list, supplied by owner.

### **15<sup>th</sup> Avenue LLC Materials List and Product Information**

**Tile** – Iris EcoCrete Weathered black. 12x24 on floors, 6x36 on tub/shower surrounds. Sold by Pacific Tile.

**Granite** – “Silver Cloud”. Sold by Traditional Marble & Granite

#### **Exterior:**

- Front lighting - Altair LED Outdoor Coach Light, Item #709775  
<https://www.costco.com/Altair-LED-Outdoor-Coach-Light.product.100354659.html> (also stocked locally)
- Back exterior lighting – Good Earth Lighting 240-Degree 3-Head Dual Detection Zone White Integrated LED Motion-Activated Flood Light with Timer or similar  
<https://www.lowes.com/pd/Good-Earth-Lighting-240-Degree-3-Head-Dual-Detection-Zone-White-Integrated-LED-Motion-Activated-Flood-Light-with-Timer/1000120131>
- Front Door - we usually use ReliaBilt Craftsman Decorative Glass Primed Steel prehung entry door (example Lowe's model # is 164168; though, this model # is for a right hand inswing, right hand/left hand needs change job to job)
- Front doors are always painted red w/sprayer (Cut Ruby by Valspar)
- Paint – Sherwin Williams, Resilience Latex Granite Gray CT-211 with Extra white trim
- Vinyl Siding (if used) – Certaineed, Granite gray (color)
- House numbers – Hillman 4.1-in Satin Nickel House Numbers (following information is for reference, model & item number is house # specific **Item # 268923 Model # 843210**)

- Shingles - GAF Timberline Ultra HD 25-sq ft Charcoal Laminated Architectural Roof Shingles

### **Flooring:**

- Luxury Vinyl Plan or Laminate flooring (Bourbon Street Chestnut). Color/finish to be decided by Owner.
- Carpeting - I don't have make/model for carpet; we can provide picture of carpet color/materials or walk through completed past project; pad should be high quality with appropriate per-pound density.
- Tile in baths
- Epoxy (gray) in garage on floor

### **Baths:**

- Vanities 36" & over - Diamond Freshfit Goslin Storm Transitional Vanity
- Vanity Top - Ariston Natural Marble Undermount Bathroom Vanity Top
- Vanities 24" - Allen + Roth Moravia Sable Integral Single Sink Birch/Poplar Vanity with Vitreous China Top
- Bathroom Faucets - Moen Oxby Spot Resist Brushed Nickel 2 handle Widespread Watersense
- Lighting/bath: allen + roth Merington 3-Light 21.5-in Brushed Nickel Vanity Light Bar, **Item # 36749 Model # VBS271-3BNK**
- Medicine cabinets/mirrors: allen + roth 22.25-in x 30.25-in Rectangle Surface Mirrored Steel Medicine Cabinet, **Item # 462814 Model # 6288**
- Elongated toilets American Standard  
<https://www.homedepot.com/p/American-Standard-Cadet-3-FloWise-Tall-Height-2-piece-1-28-GPF-High-Efficiency-Elongated-Toilet-in-White-3378-128ST-020/202964035>
- Fan/light combo

### **Kitchens:**



- Kitchen Sink - Kohler All-in-One Kit (sink, faucet, utility rack & strainers) @ Costco, \$279.99
- Kitchen cabinets - Diamond Arcadia Collection (Lowe's stock cabs)
- Kitchen cab drawer pulls - Style Selections Center to Center Satin Nickel Bar Cabinet Pulls (or similar brand)
- Lighting/Pendants: allen + roth 6-in Brushed Nickel Hardwired Mini Clear Glass Bell Standard Pendant
- Lighting/Bulbs for pendants: Litex Vintage 40-Watt Dimmable Warm White G25 Vintage Incandescent Decorative Light Bulb

**General:**

- Canned lights in living room/den/kitchen
- Lighting through house (where cans are not used) - Project Source 13-in W Nickel LED Flush Mount Light ENERGY STAR, **Item # 496791 Model # MXL304-LED18K830N**
- Lighting/electrical - White wall plates outlets, switches, etc.
- Brushed nickel hardware throughout, including hinges
- Six panel primed interior doors; painted white with interior
- Interior paint, AR1-LTBNCLR GLS (Extra white, Sherwin Williams)

Approval of substituted materials may be documented in writing as an attachment to Contract. Contractor shall not substitute materials without the written consent of Owner.

**COMPLIANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS**

All parties acknowledge that some work under this Agreement may require government, municipal or other certifications, inspections, or testing and if so required, Contractor shall bear any of these costs as a part of Contract Sum. Contractor will maintain copies of all primary/parent and sub-permit documentation and provide copies as requested by Homeowner, and future buyers.

Contractor is responsible for evaluating, identifying and ensuring the total remediation and proper disposal of any and all hazardous materials and conditions, including but not limited to:

mold, asbestos, lead-based paint, water damage, rot, pest intrusion and damage, as well as any other hazardous materials and conditions.

Contractor is responsible for ensuring all such conditions are thoroughly remediated by appropriately trained and qualified employees or subcontractors in compliance with all applicable State, Municipal and/or Federal requirements. Contractor will maintain and provide as requested, all appropriate documentation to support testing results and compliance as applicable.

#### PROPERTY INSPECTIONS

Contractor has been provided with a copy of Home Inspection dated March 8, 2018 issued by HomeTeam Inspection Service. Contractor agrees to completely remediate and correct all items on Home Inspection Report, including all Health & Life/Safety, Significant Repair Items and Recommended Repairs.

Contractor will correct any unresolved items identified by Home Inspector in the report, and during re-inspections conducted by Inspector. Contractor will correct any deficiencies in work immediately.

Owner will pay for first re-inspection by Home Inspector. Contractor will pay for any subsequent re-inspections that arise due to incomplete items or issues with work performed. Owner also reserves the right to commission additional Property Inspections, outside of original Home Inspection.

Contractor is responsible for correcting and fully addressing any deficiencies or defective work (if any), including but not limited to that which is identified in future Property Inspections, immediately. Corrections of deficiencies and/or defective work shall be completed at Contractor's expense for costs and materials to cure the deficiency.

Contractor will further be required to compensate Owner for re-inspection of the deficiency until the deficiency is ultimately corrected. If it becomes necessary for Owner to hire another contractor to cure the deficiency, the amount paid to the contractor shall be a reduction in the compensation payable under this Agreement to Contractor.

#### MISCELLANEOUS PROVISIONS

If applicable, Contractor shall receive a 1099-MISC information report annually related to his paid income from Owner. Contractor is responsible for properly reporting and paying his tax liability to the appropriate state or federal authority.

Any changes to the Scope of Work or Work Agreement must be in writing and pre-approved by Owner. If changes are not pre-approved, change costs are the responsibility of the Contractor. Change orders shall become incorporated into this Agreement.

Exhibit D

Scope of Work, General Contractor's Document

Attached on following pages