New Construction Specification Sheet  
Addendum to Purchase and Sale Contract

**Date:** TBD

**Property**: Lot #\_\_\_\_\_ Heath Overlook Subdivision #\_\_\_ Rt.112, Buxton Road, Saco

**Builder:** Graiver Homes, Inc.

**Purchaser Contact Phone & Email:** TBD

**House Design Name: TBD**

**Purchase Price:** $TBD

This New Construction Specification Sheet Addendum to Purchase and Sale contract sheet is to supplement a standard, Maine Association of Realtor Purchase and Sale contract. This addendum is to be signed upon signing Purchase and Sale agreement. Estimated start date for work on this home shall be **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** with an estimated completion date of **\_\_\_\_\_\_\_\_\_\_\_\_**. This date may be subject to change due to delays caused by circumstances out of the control of Graiver Homes, Inc. (hereinafter referred to as ‘builder’), including, but not limited to, material and labor delays, damaged or stolen materials, add-ons or changes requested by buyer, failure to select allowance items in a timely manner, loss or damage from fire, weather related events or acts of nature. Buyer shall agree to indemnify and hold harmless the builder from claims of alleged negligence or fault. Buyer agrees that builder is not responsible for delays due to the foregoing circumstances and that regardless of the source of delay, builder shall have no responsibility for interest rate increases if the construction time exceeds buyers’ mortgage lock in interest rate deadline or any other costs associated to a deferment in closing.

If work is not itemized in this contract, in the plans or specifications, then it is not included.

Builder shall be responsible for portable sanitary services, builders risk insurance, dumpster removal for debris and general jobsite cleaning. Upon completion, builder will remove all excess materials and home will be professionally cleaned.

Builder will also be responsible for all labor and materials, electricity and fuel, along with any heating costs necessary, until closing.

Builder shall be responsible for all permitting costs.

# Water Supply: Public

# Sewer: Public

# Roof Shingles:

**Notes:** Continuous ridge vent covered with roof shingles and aluminum shed step flashing where required. Gutters are NOT included. Should buyer wish to have installed, buyer shall pay for labor and materials.

# Exterior Covering:

## If not already installed, buyer shall have a selection of Cellwood colors; see builder’s samples in showroom

Windows, doors, Fascia and soffits to be wrapped with 1 inch by 4 inch white vinyl.

# Windows:

**Notes:** Brand of window- Hancock Classic

# Exterior Doors:

**Note:** Metal (# determined by plan) Builder to install Thermatru brand doors from the Smoothstar line.

* If builder has not chosen exterior door(s), buyer may choose from Builder’s Brochure.

# Interior Doors: Interior doors to be Hollow Core Masonite Molded Pane Series.

If builder has not chosen interior door, buyer may choose from Builder’s Brochure.

**Hardware:** If Builder has not chosen Hinge and Door knob choice, buyer will have the choice of finish and style of choices in builder’s showroom.

# Garage Door – If builder has not chosen the garage door, buyer may choose from Builder’s Brochure.

**Notes: Garage** Doors are to be purchased and installed with Brisk Doors.

# Basement Access: See plan

# If there isn’t any other form of egress other than direct entry from garage, Builder to install an egress window in the stairwell going to the garage or bulkhead per builders discretion.

# Notes: If basement has the ability for a walkout, a slider door and one egress window will be automatically installed at the cost of $2,000.00 which buyer agrees to pay. If the basement has the ability for daylight only, and not walkout, 1 egress window will automatically be installed and Buyer agrees to reimburse builder an additional fee of $1,500.00

# Front Steps and Decking: Cedar

**Notes**: Should front porch require railings per code, buyer is responsible for cost of material and labor and must be a white vinyl railing system that builder chooses.

# Exterior Back Deck- Pressure treated wood for flooring and railings

# Notes: Size as shown on plan

# Wall Cover

**Notes**: ½” sheetrock with taping and sanding is standard throughout the house. See further “Notes” Section of this form.

**Paint Color:** If house is not already painted, buyer may select a maximum of two colors within budget.

**Sherwin William’s paint colors**. Additional paint colors (more than 2) will be and additional charge of $250 per color.

Any and all paint colors MUST be approved by builder. Builder has the right to refuse and/or charge additional money for any and all paint colors, including but not limited to darker or bright colors.

Builder is not responsible for painting the stairwell into the basement and or any unfinished third floors if applicable.

Garage will be primed

# Interior Trim and Base:

**Notes:** Farm House Style: 3 ¼ inch flat stock sides with 5 ¼ header with bullnose trim.

# Ceilings – Sprayed

# Notes: Painted White

# Insulation

|  |  |  |
| --- | --- | --- |
| Location | **Amount** | **R-Factor** |
| Sidewalls | 6” | R-19 |
| Roof Cap | 12” | R-38 |
| **Notes:** The installation of insulation in the proposed construction will meet or exceed Chapter 214.5 which establishes minimum energy building standards for new residential construction. All insulation to meet or exceed 12.1.2010 updated energy code standards. | | |

# Flooring

If Builder has not already selected buyer may choose from the approved selections from builder’s showroom.

**Hardwood:**  Hardwood flooring to be installed on the entire first floor main level other than mudroom (if applicable) and bathroom. Hardwood Treads to be installed going to second floor and hardwood flooring in second floor hallway. All wood selections must be ¾ inch in thickness and indigenous to the State of Maine.

**Tile:** Tile to be installed in all bathrooms and Mudroom if applicable. Tile layout and grout spacing to be installed per builder’s discretion.

**Carpet:** Carpet to be installed in all bedrooms

Stairways to basement and third floor shall remain plywood:

Builder must approve all choices and has a right to refuse and/or charge additional funds for any and all of the above referenced choices. Builder chooses the layout of all tile and spacing of grout. If buyer wishes to have tile laid a specific way, builder must approve tile layout and has the right to charge additional monies.

**Notes:** All flooring MUST be from **Classic Flooring**

# Lighting/Electrical Allowance $1000.00

**Buyer must choose from builder’s approved lighting list if builder has not already chosen; see Builder’s Brochure.**

**Notes:** All work to meet or exceed local and state codes. Service to be 100 AMP panel with underground feed from transformer.

All electrical work is to be installed by Builder’s Electrician of choice.

**Lighting Choices:** Buyer agrees to be responsible for choosing lighting within 4 business days from builder’s request if not already installed by builder.

All lighting MUST be chosen from builders lighting selection book.

Builder is not responsible for damaged or broken lights.

**Builder will install the following:**

Up to 5 prewired cable TV outlets.

All necessary wiring for appliances.

Eight (8) Recess lights (location determined by builder)

Up to 4 USB outlets 1 in Kitchen, 1 in master and 1 in each bedroom

Basement lighting will be single bulb keyless fixtures, number TBD by builder.

Two (2) Exterior GFI outlets.

Door chime purchased and installed by builder.

Installation of two (2) Pendent lights (purchased by homeowner) above kitchen island.

Installation only of lights in any walk-in closet.

# Kitchen Cabinets, Granite Countertop and Sink -See Builder’s Kitchen Design

**Kitchen:** Cabinets with crown, level 1 Granite,  sink and hardware.

**Full Bathrooms:** Cabinet(s), level 1 granite with under mount sink and hardware.

**Half Bath:** Includes pedestal sink

**Notes:** Kitchen, Bathrooms and hardware must be purchased from **New England Kitchens**

Cost, color and design to be approved by builder. If builder has not made choices buyer may choose the finish color of cabinets, hardware and granite from builders approved choices from Builder’s showroom. Note: please see builder’s approved bath and kitchen layout/design. These designs to be initialed and supersede any designs on house plan. Designs on the house plans are for visual purposes ONLY.

# Bathroom Vanity Cabinets and Sink

Cost, color and design to be approved by builder. ½ Bathroom to have pedestal sink or as shown on plan. Kitchen and Bathroom cabinet design on the house plan are for visual purposes only. Kitchen and bath layout/design is subject to a final measurement and may vary from builders initial approved designs/layout**.**

# Kitchen Appliances Builders Pre-Negotiated Appliance package. See Builder’s Brochure appliance package, if appliance package is not available, for any reason, builder will install a similar appliance package.

**Notes**: Allowance is cash value only and does not adjust due to any rebates buyer may apply for. All applicable state taxes should be considered with pricing and included in the given allowance. It is the sole responsibility for buyer to mail in any applicable rebates.

**All appliances must be purchased from LP Appliance**

**Appliances included in allowance:** Fridge, Gas Range, Microwave & Dishwasher

**Dryer vent:** Included and installed by builder. All dryer hookups are to be electric.

Washers and/or dryers are NOT included in allowance. Builder is not responsible for the installation or delivery of any washers and/or dryers purchased by buyer(s). Should buyer(s) wish to install any washer and/or dryer prior to closing on their own, buyer(s) MUST get approval from builder. Buyer(s) accept full responsibility for any and all damages to appliances and or the premises and hold harmless builder from any and all damages due to the delivery and/or installation of any washer and/or dryers

# Bath Fixtures/Plumbing: See Builders Brochure for plumbing package. Includes any and all tubs, showers, toilets and pedestal sink.

**Notes:** All plumbing shall meet or exceed local and state codes. All drains, traps, and vents will be PVC (Must choose standard size shown on plans for tub and shower.)

**All bathroom fixtures must be selected from The Portland Group**

Builder shall approve any and all choices. Buyer may choose finish of shower trim from Builder’s show room, if not already chosen.

**Shower Doors:** are not included in allowance. If buyer wishes to purchase shower doors on their own an additional installation fee of $900.00 will be charged for each shower door.

# Chimney

**Notes:** NO CHIMNEY- Direct Vent Heat System.

# Heat System- Forced Hot Water

# Notes: Viessmann B1ka-35 ICS high efficiency condensing boiler FHW wall hung bottled gas. Any house design that has a finished area above the garage will have 3 zones all other two story designs and single level designs will have 2 zones. If applicable, 4 zones of heat with all finished 3rd floor designs.

# Hot Water- Off Boiler System

# Driveway- Blacktop

**Notes**: Paving (basecoat only) will be done prior to closing if weather permits.

It is recommended that buyer, at their own expense, finish topcoat in 6 months to a year. If paving basecoat cannot be done for any reason, builder shall provide either the buyer, paving company, or title company, with the exact amount of the estimate, to escrow at closing. Escrow funds shall be disbursed at seller(s) permission. Builder to determine the size and location of driveway and any walk ways and turnarounds, if applicable. Builder is not responsible for any damage to drive way due to cracking, dents, or erosion.

# Walkway- Blacktop

# Notes: Walkway to be paved with a basecoat ONLY to any front door entries and to the side man door on garage. The builder will determine the width and location of all walkways.

# It is recommended that buyer(s), at their own expense, finish topcoat in 6-12 months.

# Loam and Seed

**Notes**: Builder will to loam and seed with mulched hay to all disturbed areas, or up to a 25’ perimeter around the house, whichever is less. If conditions do not allow for the installation of the home to be graded, loamed and seeded, prior to closing, builder shall place funds in escrow for ONLY the estimated costs for the buyer. Escrow monies to be released upon seller’s notification of completion of said earthwork. Builder is not responsible for ruts in yard, or run off of seed after lawn has been graded, loamed and seeded. Builder does not warrant or insure the growth of grass and recommends watering twice daily (once early in the morning and once in the evening) keeping soil moist and fertilizing lawn with a triple 19 fertilizer 3 to 5 weeks from seeding. Buyer takes full responsibility and holds seller harmless for grass growth and erosion of property. Buyer is also encouraged to hire a landscape company post-closing to get the best grass and yard results possible.

# Concrete

**Notes**: See plans: Both garage and home foundation walls to be 3000 psi poured concrete.

**Wall Footings:** 10 inch thick by 20 inch wide wall footings

**Column Footings**: 2’ x 2 x 10

**Lally Columns**: 3 ½ inch concrete filled columns

**Foundation:** 8 inch think wall by 7 foot 6 inch high full basement walls.

**Garage Frost Wall**: 3 foot 10 inch

**Slabs:** 4’’ thick 3000 psi poured concrete basement slab over ten inches of ¾ inch stone.

# Additional Notes:

1. This spec sheet supersedes the house plans if any discrepancies arrive.
2. **Down Payment:** The non-refundable down payments reflected on line 26 of the Maine Association of Realtors standard purchase and sales agreement must be payable to Graiver Homes, Inc. and delivered via overnight mail to: 40Farm Gate Road, Falmouth Maine 04105
3. **Vents**: Continuous running vented fans required in all upstairs bathrooms, provided by builder.
4. **Smoke/CO2 Detectors:** to be installed, per code, by builder.
5. **Exterior Doors, Jams and Decking/Columns.** Builder is not responsible for painting any exterior items, including, but not limited to doors, jams, railings and columns.
6. **Dehumidifiers:** Relative Humidity in the basement of a new home should be 50% or less. All new homes contain moisture as the foundation cures, but also the ground contains water as well that can be absorbed into the foundation causing additional moisture. The builder highly recommends the buyer install a dehumidifier and it should run consistently to reduce basement moisture regardless of time of year. It is suggested that it could require two dehumidifiers to run up to two years to fully cure the basement and achieve the desired humidity levels. Maintaining the humidity levels in the basement is fully the responsibility of the buyer. Builder is not responsible for any future basement moisture and problems in home to due to said moisture.
7. **Access to property**: Buyers shall not enter property without representation of their broker. Builder or builder’s agent MUST be notified prior to entry. This includes dropping off materials to the home.
8. **Mirrors for bathrooms:** not included
9. **Toilet paper holders/and towel Holders:** not included
10. **Builder disclaimer:** Builder specifically disclaims any liability for incidental or consequential damage to any person, the building, other components or any other real property resulting from a defect. Some States do not allow the exclusion or limitation of incidental or consequential damages for consumer products, so the above limitations or exclusions may not apply to you.
11. **Receipt of Documents:** Buyer hereby acknowledges receipt and acceptance of subdivision plan, bylaws and/or association covenants, real estate disclosures, house plans, and copy of the deed.
12. **House Number:**  and install in location determined by builder.
13. **Stairways:** Handrail on main stairway to be stained to match 1st floor flooring to the best of builder’s ability. Builder has a right to charge additional funds for dark stained handrails and any necessary stair parts. Basement stairs will be plywood treads and risers with an unfinished handrail. Unfinished. 3rd floor steps (if applicable) will be plywood treads and risers with an unfinished handrail.
14. **Change Orders:** Any alteration or deviations from the plans and specifications will be effective only with a written change order approved and signed by both parties detailing all changes to the scope of the work. Builder will submit a written change order and price to buyer and buyer **MUST** approve change order within 24 hours of receipt. At the option of builder if there is no change order signed by both parties, within the 24 hours, then specifications remain unchanged. Builder may requires an additional payment for any change orders and/or any upgrades at the time said agreements are signed and agreed to by both parties. Builder has a right to refuse ANY change order.
15. **Excavation:** Digging for foundations will be done to a depth as required for installation of footings on undisturbed soil (Min 48 Inches below grade). Back fill in basement below slab with ¾ inch crushed stone to the depth of the footings. Garage slab shall be back filled with sand and compacted. Back fill exterior of foundations with sand in order to improve drainage away from house. Finish grades will allow for natural drainage away from home. On lots without positive footing drain outfall the contractor will install a sump pump.  Sump pump will be powered by a dedicated outlet.  It is buyer’s responsibility to maintain the sump pump, and contractor shall be held harmless, for any water issues with basement once house is completed. Builder shall loam and seed disturbed areas within 25’ foot radius of the home. Seed shall be contractor mix. Adequate watering and proper care of the lawn is the responsibility of the buyer. Lot will be stumped to as needed for construction of the building. The Exterior of the foundation in basement areas will be coated with a waterproofing product. Builder strongly encourages buyer to install a sump-pump system in basement with a battery backup and shall be held harmless for any future water in the basement that could have been removed with a sump-pump system. Builder to determine the best and most cost-effective placement of home.
16. **Limited Warranty:** A one year (1) limited warranty is included in this contract for defects in the work furnished by builder. At the end of the warranty year, Customer must supply a clearly typed list to contractor stating any items under warranty that are in need of repair or replacement.  Contractor has 30 days, or otherwise agreed upon time, to complete list. Emergency situations, such as heating, water, leaks or electrical, will warrant immediate attention prior to the year-end warranty.  Customer should notify Contractor in writing within the 1 year warranty period**.** If you do not notify us of the defect within the 1 year of receiving the certificate of occupancy, the issue will no longer be covered by this warranty or any implied warranty.  Warranty is not transferable.  Buyer must notify builder in writing within the warranty period. In addition to any additional warranties agreed to by the parties, builder warrants that the work will be free from faulty materials, constructed according to the standards of the building code applicable for this location, constructed in a skillful manner and fit for habitation, or appropriate use. The warranty rights set forth in the Maine uniform commercial code apply to this contract. This warranty excludes: Movement of wood, shrinkage, expansion, warping, doors, sheetrock stress cracks, natural characteristics of wood (including floors), paint smudges, chipping, popping of nails, settlement or expansion, shrinkage or warping of materials that occur, lawn and driveway quality, damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the property, defects in items separately purchased or installed by buyer, or anyone else except by builder. The builder does not warrant conditions of hardwood floors due to shrinkage or expansion. Any hardwood warranties provided by distributor will be null and void if buyer has failed to run a dehumidifier year-round in basement of the home. Builder is not responsible for allergies, asthma or other respiratory ailments affected by newly constructed homes. Builder is not responsible for mold. Builder is not responsible for cracks in the foundation, floors or wall unless it leaks. Builder is not responsible for leaks due to snow covered roofs which are not shoveled or frozen pipes due to buyer’s failure to maintain adequate heat. The builder warranties do not cover maintenance or conditions resulting from accidents, wear and tear, misuse or negligence of buyer, or other persons. If buyer does not notify the builder in writing of defective work within the one (1) year of issuance of certificate of occupancy, resulting issues will no longer be covered by this warranty or any other express or implied warranty. This warranty is not transferable. Buyer is responsible for maintaining home’s air quality post-closing. All agreeable punch list items to be completed within 14 days of written notice.
17. **Scope of work:** Builder shall provide all labor, materials, equipment, and subcontractors necessary for completion of the work, except otherwise stated. Buyers are not permitted to supply their own labor, materials or subcontractors.
18. **Temporary power:** Builder shall provide temporary power during construction of project.
19. **Temporary heat:** Builder shall provide temporary heat for the construction of this project if necessary. Gas in tanks however, shall be pro-rated at closing, unless otherwise agreed to on standard purchase agreement.
20. **Supervision:** Builder shall provide project supervision for their workers and subcontractors during construction period.
21. **Permits/fees:** Builder is responsible for all permits directly related to house construction.
22. **Photography:** Builder reserves the right to photograph the home for future marketing purposes. Also, builder reserves the right to show property to prospective buyers of other properties during construction period, until closing date.
23. **Certified funds:** Buyer agrees to have their title company provide builder/seller with wire funds into an account provided by builder. Buyer agrees to pay wire fee for builder. This clause shall take precedence over any language in standard Maine Association of Realtors Purchase and Sales Contract.
24. **Seller is licensed real estate broker in the State of Maine.**
25. **Mail box:** Buyer to provide and install mailbox, mail box post and mailbox numbers, at a location suitable by builder, unless subdivision calls for a cluster mailbox. Buyer to install prior to closing if necessary to obtain occupancy permit.
26. **Side Deals with Workers:** Buyer shall not pay any subcontractors to do any side work on this property.
27. **Construction Disputes:** Should any CONSTRUCTION related dispute arise between buyer and builder as parties to this contract, such dispute shall be settled through arbitration by either the American Arbitration Association or National Academy of Conciliators. The decision of the Arbitrators shall be final and binding. Should either party hire a lawyer before exhausting the arbitration process, the party hiring the lawyer, agrees to be fully responsible for their own attorney costs.
28. **Cleaning of Home:** Builder will attempt do an initial cleaning of home prior to appraisal, when construction permits and a final cleaning prior to closing with a cleaning company of builder’s choice. Builder is not responsible for foot traffic mess after the final cleaning.
29. **Builder is not responsible for the condition of wood flooring chosen by buyer.**
30. **Buyer is responsible for final hook up of telephone, cable and/or other connection source. Buyer is responsible to change all utility accounts over to buyer’s name as of the closing date.** Buyer agrees to pay any and all utility bills due to the failure of buyer switching over at the time of closing. This includes but not limited Electricity and Natural Gas.
31. **Allowances:** (IF APPLICABLE) It is important to choose allowance items in a timely manner in order to stay on schedule. All applicable State taxes need to be considered and calculated within your given allowance. Overages shall be added to your final bill. Credits will not be given for allowances that are under. However, one allowance that is under (Example Flooring) could be credited to another allowance (Example lighting). Builder may require additional deposits at any time during construction for extras and change orders. Buyer will be credited for lighting on their final invoice accounting at closing. Builder to provide buyer an accounting of final invoice within 12 hours prior to closing. Fuel proration will not be included on final invoice and will be collected at closing.
32. **Dryer hookup shall be electric.** Builder is not responsible for the installation of washers and dryers.
33. **Range hookup shall be bottled propane.**
34. **Closets:** All closets painted white: Builder to determine the best location and installation of all shelving. Builder will intend to install the following shelving, where space permits, however shelving may vary.

Bedroom closets   Single 12  Free Slide shelf and rod. (If 2 Walls 1   
double hang and 1 single hang)

Linen closets   1 – 16 inch Linen shelf  4 – 20 inch shelves

Laundry        1  Single 12 free slide shelf and rod, 1 – 36 inch tight   
mesh shelf below.

Pantry      1  12 inch tight mesh shelf, 4 – 16 inch tight mesh shelves

1. **Punch list items, radon and water results:** Buyer to obtain water test at own expense as soon as construction permits. Should water not be “Potable” Buyer agrees to install required water filtration system. Buyer to pay for retest and provide results as soon as possible to seller in order to obtain occupancy permit in timely manner. Buyer to test Radon at their own expense prior to closing, of Radon levels require a mitigation system, Builder agrees to pay Radon system installed by Radon Removal Systems, Inc., up to $750.00 Seller agrees to remedy all reasonable punch list items requested by buyer, prior to closing. Builder will not touch up any paint issues after final walk through. Buyer shall hold harmless builder from any future radon levels in home once system is installed. Should seller and buyer not agree on what is reasonable, brokers involved in transaction shall select a mutually agreeable builder to determine such. All agreeable punch list items to be completed within 14 days of written notice.

**Buyer shall supply builder with a proposed punch list two days prior to closing and clearly blue tape or provide mobile pictures of any imperfections. Builder or Builder’s Real Estate agent will do a walk through with buyer immediately prior to closing to create a mutually agreed upon punch list.**

1. “Time is of the essence” for all of buyer’s dates on the purchase and sale agreement and this addendum.
2. **Carpentry:**

Floor Joists: 2x10 16’’ O.C. First and Second Floor

Floor Sheathing: Sub-Floor shall be ¾ inch Advantech

Underlayment: ½ ‘’ plywood for all tile

Girders/Headers: Build up #2 SPF wood or laminated Veneer Lumber size   
as required by local code

Bridging: 1’x3’’ Wood cross bridging, install 1 row for spans over 8’.

Wall Studs: 2’’x6’’ 24” O.C Ext. Walls 2’x4’’ 16” O.C Int. Walls.   
2’x6’’ 16” O.C. Garage Walls.

Blocking: Install #2 SPF Solid nailers for all cabinets and casework

Wall Sheathing: 7/16’’ OSB sheathing nailed 6’’ O.C

Roof Rafters: 2’x10’’ 16” O.C.

Roof Sheathing: ½’’ 5 ply CDX plywood nailed 6’’ O.C

Ceiling Strapping: 1x3 16’’ O.C wood strapping. Apply to ceilings that   
will receive drywall

Ceiling Joists: 2’’x6’’ 16” O.C

Ceiling heights: As per plans (height may vary within 1 ½ inch).

# Home Construction & Repair: Maine Attorney General Home Construction Warning.

## Contractors Must Include This Statement with Any Home Construction Contract for More Than $3,000.

**If you are thinking about building a new home or repairing your existing home, here are some things you should know.**

## Contractors Are Not Licensed - Buyer Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to you, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Buyer Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year.

Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to [www.maine.gov/pfr/pfrhome.htm](http://www.maine.gov/pfr/pfrhome.htm).

When hiring a contractor, we recommend that you:

* Seek referrals and keep good notes. The best source of references may be:
  + friends
  + co-workers
  + independent trade contractors
  + engineers
  + family
  + building material suppliers
  + neighbors
  + architects
  + home inspectors
  + local lenders
  + banks
  + contractor's existing customers
* When meeting with a builder, be sure to ask for:
  + Number of years in business
  + Permanent business location
  + Proof of general liability insurance
  + Professional affiliations
  + Educational designations
  + List of last 5 customers
  + Proof of workers' compensation insurance for employees and liability insurance

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

## Building Codes

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

## Written Contracts Are Required

For all home construction and home improvement projects over $3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in [Chapter 18 of the Maine Attorney General's Consumer Law Guide](http://www.maine.gov/tools/whatsnew/index.php?topic=AGOffice_Consumer_Law_Guide&id=27938&v=article).

## Be Careful with Construction Loans

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

## Home Contractor Complaints Received by the Attorney General

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

## Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs. The files below require the free [Adobe Reader](http://www.adobe.com/products/acrobat/readstep2.html).

* [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Order Granting Judgment (PDF)](http://www.maine.gov/ag/dynld/documents/Complaint%20adversary%20proceeding%20%20EXHIBIT%20A.pdf)
* [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Complaint (PDF)](http://www.maine.gov/ag/dynld/documents/maine_coast_log_homes.pdf)
* [State of Maine v. CBS Enterprises (PDF)](http://www.maine.gov/ag/dynld/documents/CBS.pdf) (Kimberly Mark Smith and David J. Blais),
* [Default Judgment in CBS Enterprises (PDF)](http://www.maine.gov/ag/dynld/documents/CBS2.pdf),
* [State of Maine v. Frederic Weinschenk (PDF)](http://www.maine.gov/ag/dynld/documents/Weinschenk.pdf) d/b/a Ric Weinschenk Builders, Inc.,
* [State of Maine v. Stephen Lunt (PDF)](http://www.maine.gov/ag/dynld/documents/Lunt.pdf) d/b/a Lakeview Builders, Inc.,
* [State of Maine v. Bob Burns (PDF)](http://www.maine.gov/ag/dynld/documents/Burns.pdf) d/b/a Better Homes,
* [State of Maine v. Albert H. Giandrea (PDF)](http://www.maine.gov/ag/dynld/documents/Giandrea.pdf) d/b/a AG's Home Quality Improvements, Inc.,
* [State of Maine v. Al Verdone (PDF)](http://www.maine.gov/ag/dynld/documents/Verdone.pdf),
* [State of Maine v. Mikal W. Tuttle (PDF)](http://www.maine.gov/ag/dynld/documents/Tuttle.pdf), d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.
* [State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction (PDF)](http://www.maine.gov/ag/dynld/documents/Scott-Judgment.pdf)

The Androscoggin County District Attorney has obtained theft convictions against home contractors Harold Soper ([State of Maine v. Harold Soper (PDF)](http://www.maine.gov/ag/dynld/documents/Soper_Indictment.pdf)) and Mikel Tuttle ([State of Maine v. Mikel W. Tuttle (PDF)](http://www.maine.gov/ag/dynld/documents/Tuttle-Judgment.pdf)). Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

## Your Home Construction Rights

[Chapter 17 of the Maine Attorney General's Consumer Law Guide](http://www.maine.gov/tools/whatsnew/index.php?topic=AGOffice_Consumer_Law_Guide&id=27936&v=article) explains your rights when constructing or repairing your home. [Chapter 18 of the Consumer Law Guide](http://www.maine.gov/tools/whatsnew/index.php?topic=AGOffice_Consumer_Law_Guide&id=27938&v=article) is a model home construction contract that meets the statutory requirements for any home construction contract over $3,000.

**As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than $3,000, as required by 10 M.R.S.A. Chapter 219-A. For updates to this warning go to** [**http://www.maine.gov/ag/**](http://www.maine.gov/ag/)**.**

[Download a printable PDF file of the Maine Attorney General Home Construction Warning (PDF)](http://www.maine.gov/ag/consumer/Home_Construction_Warning081506.pdf). This file requires the free [Adobe Reader](http://www.adobe.com/products/acrobat/readstep2.html).

**NOTES:**

**Upon signing this New Construction Specification Sheet, buyer agrees they have reviewed and agree upon ALL terms of the Builder’s Brochure.** [**https://graiverhomes.com/wp-content/uploads/2018/03/heath-overlook-options.pdf**](https://graiverhomes.com/wp-content/uploads/2018/03/heath-overlook-options.pdf)

**Buyer also hereby agrees that NO changes are to be made to the said plans, unless marked up and agreed in writing by both buyer and builder. Any changes to plans are to be signed and initialed at the time of signing this agreement. (See attached approved plan).**

**Any request for a change order of the plan after the signing of this agreement is subject to a $500 charge in addition to material and labor costs, to be paid upon written approval of said request. Builder must approve any change requests in writing and has the right to deny any request.**

**Allowances:**

**Note: All house designs have been priced with the following allowances for Apple Brook Subdivision;**

|  |  |
| --- | --- |
| **Hardwood:** | $4 SQ. FT. (Materials only) on 1st Floor, 2nd Floor Hallway and Treads on Stairwell going to 2nd Floor |
| **Tile:** | $2 SQ. FT (Materials only) Baths and Laundry |
| **Carpet:** | $18 SQ. YD. Installed in all bedrooms |
| **Kitchen & Baths:** | White Kitchens w/ Crown Molding and Bathroom Vanities with Level 1 Granite |
| **Lighting:** | Allowance: $1K Progressive Lighting Fixtures  *\*see Builder’s Brochure*  [**https://graiverhomes.com/wp-content/uploads/2018/03/heath-overlook-options.pdf**](https://graiverhomes.com/wp-content/uploads/2018/03/heath-overlook-options.pdf) |
| **Appliances:** | Stainless Steel Appliance Package  *\*see Builder’s Brochure*  [**https://graiverhomes.com/wp-content/uploads/2018/03/heath-overlook-options.pdf**](https://graiverhomes.com/wp-content/uploads/2018/03/heath-overlook-options.pdf) |
| **Paint:** | 2 Sherman William Choice of Colors |

**Note: By signing below you acknowledge that you have accepted all 17 pages of this agreement.**

Witness

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Purchaser Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser Date

Graiver Homes, Inc.

Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Loni Graiver, President