

Proposal & Contract

**Prepared For
Diane Connelly**

**Prepared By
Tracey Nieroda**



AWARD Kitchen & Bath, LLC

2 Whiting Street

Plainville, CT 06062

(860) 719-6260

e-mail: Tracey@Awardkb.com

www.awardkb.com

Dear Diane Connelly

Thank you for considering AWARD Kitchen & Bath, LLC for your kitchen & bath remodel. We really appreciate your business. There are many things we learned over the years of working with clients just like you; we want your project completed quickly, at the budget we agreed to and of course, it has to function according to the specification document we defined.

We have a great reputation at stake and we will do all we can to ensure our entire team at AWARD Kitchen & Bath, LLC is proud of the work we do for you.

Kind regards,

Bryan Outlaw
AWARD Kitchen & Bath, LLC
(860) 719-6260
Bryan@awardkb.com
www.awardkb.com

Location:Design Agreement				
Section Name	Item Name	Short Note	UOM	Qty
DOORS	INTERIOR DOORS >> HOLLOW CORE SLAB 6FT 8IN PRE HUNG >>	Client mentioned replacing interior doors during showroom visit	EACH	1.00
DESIGN	MEASURE FEE/ DEPOSIT >>	\$99 Credit for Measure dated 7/3/19	EACH	-1.00
Sub Total: \$298.19				

Location:Kitchen				
Section Name	Item Name	Short Note	UOM	Qty
PREPARATION	SITE PREPERATION >> DUST CONTROL LARGE PROJECT >>		EACH	0.50
PREPARATION	SITE PREPERATION >> COVER FURNITURE >>		EACH	0.00
DEMOLITION	INTERIOR >> REMOVE CABINETS >>		L.F	24.00
DEMOLITION	INTERIOR >> REMOVE COUNTERTOP >>		L.F	25.00
DEMOLITION	INTERIOR >> REMOVE SINK(S) >>		each	1.00
DEMOLITION	INTERIOR >> REMOVE FAUCETS >>		each	1.00
ELECTRICAL	OUTLETS >> INSTALL GFCI OUTLET >>		EACH	1.00
ELECTRICAL	LIGHTING >> UNDER CABINET LED STRIP LIGHTING ,110V >>		each	5.00
ELECTRICAL	OUTLETS >> REPLACE OUTLET w GFCI >>		EACH	2.00
ELECTRICAL	APPLIANCES >> DISHWASHER OUTLET>>Other		EA	1.00
FINISH TRIM	REUSE EXISTING BASE MOULDING>>Other	Reinstall existing moulding	EA	1.00
CABINETRY	KITCHEN CABINETS >> LABOR TO INSTALL CABINETS >> BASE AND UPPERS WITH CROWN FOR THE UPPERS AND MINOR EMBELLISHMENTS >>		LN FT	30.00
CABINETRY	Hardware >> Hardware Allowance >>	Drawers:	Each	10.00
CABINETRY	Hardware >> Hardware Allowance >>	Doors:	Each	25.00
CABINETRY	KITCHEN CABINETS >> ECLIPSE CABINETRY>>Other	Frameless cabinets in Richmond door style with Maple wood and Painted Polar finish with Slate Highlight. 5/8 FEG drawer glides. Per approved Layout	EA	1.00
CABINETRY	KITCHEN CABINETS >> CABINET ACCESSORY w/INSTALLATION >>	Rev-A-Shelf Waste Pullout# 5SBWC-8155-1 includes two bins: 1) 8 liter and 1) 15 liter	EA	1.00
COUNTER TOP	EDGE: STANDARD 3 CHOICES >>	Edge:	LN FT	10.00
COUNTER TOP	CORE HOLES FOR FAUCETS >>		EACH	1.00
COUNTER TOP	QUARTZ for KITCHEN & BATH>>Other	3cm Viatera Quartz Countertop and Vanity Top in Clarino. Vanity Top includes Oval Undermount Sink in Bisque and Matching Backsplash. Includes Template and Installation per approved Layout.	EA	1.22
TILE	TILE AND STONE >> TILE BACKSPLASH ALLOWANCE 5.00 PER SQ FT STRAIGHT INSTALL >>	Daltile Revalia #RV28 in Delightful Tan	SQ FT	27.00
TILE	FLEXCOLOR CQ GROUT >>	Backsplash:	1GAL	1.00
CLEAN UP	CONSISTS OF JOB DEBRIS ONLY >>		EACH	1.00
CLEAN UP	BROOM CLEAN SITE >>		EACH	1.00
CLEAN UP	12 YD DUMPSTER >>		EACH	1.00

KITCHEN PLUMBING	SINK: >> UNDERMOUNT CAST IRON DOUBLE BOWL (allowance \$850) >>		EA	1.00
KITCHEN PLUMBING	FAUCET >> DELTA SERIES ALLOWANCE 400.00 >>		EACH	1.00
KITCHEN PLUMBING	ADDITIONAL PLUMBING ITEMS >> INSTALL DISHWASHER LABOR ONLY >>		EACH	1.00
KITCHEN PLUMBING	BASIC SINGLE BOWL HOOK UP (SHUT OFF EXTRA) >>			1.00
KITCHEN PLUMBING	BASIC SINGLE BOWL SHUT OFF >>		EA	1.00
PERMITS	CITY PERMIT >>		EACH	1.00
WINDOWS	REMOVE and REPLACE WINDOW >>	Rough Opening: 32" w x 38" h	EA	1.00
APPLIANCE INSTALL	MICROWAVE INSTALL >>			1.00
APPLIANCE INSTALL	DISHWASHER INSTALL (PARTS INCLUDED) >>			1.00
APPLIANCE INSTALL	ELECTRIC RANGE >>			1.00
APPLIANCE INSTALL	PUT REFRIGERATOR in PLACE >>		EA	1.00
Sub Total: \$33,944.38				

Location:Master Bathroom

Section Name	Item Name	Short Note	UOM	Qty
DEMOLITION	INTERIOR >> REMOVE CABINETS >>	Bathroom	L.F	5.00
DEMOLITION	INTERIOR >> REMOVE COUNTERTOP >>	Bathroom	L.F	5.00
DEMOLITION	INTERIOR >> REMOVE SINK(S) >>		each	1.00
DEMOLITION	INTERIOR >> REMOVE FAUCETS >>		each	1.00
DEMOLITION	INTERIOR >> REMOVE SHOWER DOORS >>	(Remove Tub Doors)	each	1.00
DEMOLITION	INTERIOR >> REMOVE TUB SURROUND WALL COVER >>		each	1.00
DEMOLITION	INTERIOR >> REMOVE TUB >>		each	1.00
BATHROOM PLUMBING	SINK >> UNDER MOUNT >>	Vanity Oval Undermount Sink in Bisque	EACH	0.25
BATHROOM PLUMBING	FAUCET >> TWO HANDLE SPREAD FAUCET ALLOWANCE 325.00 >>	Chrome finish recommended	EACH	1.00
BATHROOM PLUMBING	TUB >> INSTALL NEW TUB EXISTING LOCATION >>	Labor	EACH	1.00
BATHROOM PLUMBING	Roughed in Plumbing >> ROUGH IN TUB VALVE >>	Delta Lahara Shower Trim and Rough Valve #T17238 (specify finish) with Delta HydroRain in Chrome finish (Brushed Bronze is not available)	each	1.00
BATHROOM PLUMBING	TUB >> NEW TUB - MATERIAL (\$600 ALLOWANCE) >>	Kohler Villager Tub. Left drain 60" x 30" #K-715-0 in White	EA	1.00
CABINETRY	BATH VANITY >> Bath Cabinetry LABOR >>		LN FT	5.00
CABINETRY	Hardware >> Hardware Allowance >>	Vanity Drawers:	Each	8.00
CABINETRY	Hardware >> Hardware Allowance >>	Vanity Doors:	Each	2.00
CABINETRY	BATH VANITY >> ECLIPSE CABINETRY>>Other	Eclipse Frameless Vanity Cabinet in door style Richmond in Maple wood with Painted Polar finish and Slate Highlight. Per approved Layout	EA	1.00
TILE	TILE AND STONE >> SUPPLY AND INSTALL CEMENT BOARD >>	1/2" Triton Board (5 sheets) in wet areas	SQ FT	75.00
TILE	SHOWER AREA >> FOREMOST 60" SHOWER WALL SYSTEM >>	See color options	EA	1.00
TILE	SHOWER AREA >> NICHE 12" x 12" >>	Foremost System comes with Shelving/Niches. Discuss with Client	EA	1.00

TILE	SHOWER/TUB DOORS >> FLEURCO BYPASS DOOR >>	Gemini Plus ByPass Shower Door #NPT60-25-40 in Brushed Nickel with 3/8" Clear Glass	EA	1.00
TILE	SCHLUTER TRIM MOULDING >>	Installs between existing tile and new tub surround	EA	1.00
Sub Total: \$11,371.94				

Licensing

Contractor shall maintain a Connecticut Home Improvement contractor's license throughout the duration of the project and at least 12 months after substantial completion of the project or the estimated project completion date, whichever is later. The Contractor's Home Improvement registration is: HIC # 0626067

Permits, Architecture & Engineering: Contractor shall obtain all permits at Client's expense unless otherwise specified. If a homeowners' association governs the Project, Client shall be responsible for all associated fees and obtain the necessary approvals. In addition, Client shall be responsible for the cost of any related architectural, engineering and blueprinting services, as well as any costs related to errors and omissions to Plans provided directly by Client to Contractor.

Materials

Contractor shall use all materials specified in the Contract where reasonably possible. However, if such materials are unavailable on a timely basis, Contractor may substitute materials of comparable price, value and quality. In addition, Contractor shall exercise its best efforts to blend new finishes, textures and colors to existing materials and use available materials from current suppliers' local stock. Due to aging, weathering or fading, the Contractor is only obligated to blend said materials as close as possible. Client agrees that the cost of materials, including those provided by subcontractors, may increase due to events beyond the contractor's control. Contractor represents that all materials used on the project are not manufacturer refurbished, recycled, recalled, or have gone through return material authorization.

PAINTED FINISHES : Features described below are typical and not considered defects :

Joint lines caused by the natural expansion and contraction of wood

The natural aging process may change the tone of paint color over time.

Property Lines/Restrictions/Easements

Contractor, at its sole discretion, may require Client, at Client's expense, to provide a survey prepared by a licensed surveyor prior to start of work. Unless otherwise specified, Owner shall indicate to the Contractor the corners of the property and shall assume all responsibility for accuracy of markers and shall indemnify, defend and hold harmless Contractor from and against any and all claims arising from Client's failure to confirm and advise of accurate property lines, Clients shall advise Contractor of any restrictions, easements, or right of ways.

Additional Time

Contractor shall diligently pursue work to completion. Contractor shall not be responsible for delays resulting from: strikes, lockouts, boycotts or similar union activities; acts of a public enemy, riots or civil commotion; inclement weather; acts of God; discovery of hazardous materials or pre-existing code violations; the negligent acts or omissions of Client or Client's agents; additional work or Change Orders requested by Client; failure of Client to make payments when due; or other causes beyond the Contractor's control. In the event Client fails to provide timely access to the property Monday thru Friday 8am - 5pm, Contractor reserves the right to add five days to the Production Schedule for each day that access is denied.

Clean-Up of Job Site

Contractor shall dispose of all materials removed from the Project during demolition, unless otherwise instructed by Client prior to the start of construction. Contractor shall also remove construction debris upon completion of the work and leave the premises in a neat, broom-clean condition.

Hazardous Materials

Contractor shall not be responsible for the discovery, abatement and/or removal of any hazardous materials, including but not limited to, asbestos, mold, PCBs, lead-based paint, radon or petroleum hydrocarbons. Disposal of such materials will be the client's responsibility and may cost additional for required regulated abatement and/or proper disposal.

Exclusions

Contractor shall not be responsible for costs relating to: changes in plans made by Client, Client's agents or any governmental agency; installation and warranty of Client-supplied materials; existing code violations; abnormal soil conditions and the import or export of soil; and removal, relocation or replacement of electrical, plumbing, irrigation and sewer/septic lines or systems.

General Terms

Client warrants and represents that it presently has sufficient funds to pay in full for all work outlined within this Contract and that the necessary funds shall be available through completion of Project. The undersigned Client represents and warrants to the Contractor that Client holds marketable, legal title to the property covered by this Contract. Contractor shall carry at its own expense worker's compensation and general liability insurance of at least \$2,000,000. Furthermore, the Contractor represents and warrants that all subcontractors retained or employed by Contractor shall carry general liability insurance or be named as additional insured under the Contractor's general liability insurance. Contractor shall supply proof of insurance upon request from the Client. In no event shall Client withhold or retain funds in an amount that exceeds the actual cost to complete any work under dispute. This Contract shall include no provision for liquidated damages.

Warranty

Contractor shall perform all work in a competent manner consistent with standard practices in Connecticut. All Contractor-provided materials shall be of standard quality and free from defects, excepting manufacturer design defects. Contractor grants the Client a limited warranty for a term of 12 months from the date of substantial completion of work which warranty shall be limited solely to the repair or, if necessary, replacement of defective work and/or materials. Contractor guarantees cement work as to proper mix and workmanship, but does not guarantee cement against cracking, peeling or settling due to conditions beyond its control. Further limitations of the limited warranty are:

- A. Damages due to ordinary wear and tear or abusive use
- B. Defects resulting from the characteristics common to the material used such as but not limited to checks and splits, shrinkage or warping of wood or lumber.
- C. Loss or injury caused by the elements
- D. Conditions resulting from condensation on or expansion or contraction of the materials, which includes cement work.
- E. Blister or peeling of paint on wood siding or other surfaces.
- F. Matching colors of roofing products and floor coverings.

No Oral Modifications

All changes or modifications to this contract or plan shall be in writing signed by both parties. No oral agreements are recognized.

Dispute Resolutions

In the event that litigation becomes necessary to resolve any disputes between the parties, such litigation will take place in Hartford County, Connecticut. The court will apply Connecticut laws. The prevailing party in any litigation will be awarded its costs, court costs and reasonable attorney fees.

Change Order Policy

_____ Clients may add work to the original scope and may authorize changes to the Contract ("Change Orders") quoted at a fixed price prior to work. Payment in full is due upon signing for all Change Orders or upon presentation for work performed on a time-and-materials basis. Change Orders may adversely affect existing production schedules and therefore any schedules are null and void. It is always our goal to determine a fixed price up front for our clients. Upon certain situations it may be necessary to perform work at a time and material basis. Such work is based on a labor rate \$75.00 per hour and material supplied at the cost of material plus 50% mark up to include management and handling. Change orders will be charged at \$35 per page of paperwork required.

Selections

Items often need to be ordered far ahead of when the installation is scheduled. It is important that selections are made on time as highlighted in the project calendar to keep your project moving forward. Delays in selections will most likely cause delay in the completion of the project. If the Client anticipates a delay in making a necessary selection, the Client shall notify the Contractor immediately. Most accessory items will not be soft close unless specified

Other documents

Documents are part of this Contract and must be signed by both the Client and the Contractor to be accepted and binding. Buyer acknowledges receipt of a duly executed duplicate copy of the Contract at the time of its execution with all the blank spaces filled in to the extent applicable to the project. The Client may cancel this Contract any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form for an explanation of this right. The terms and conditions on the reverse side of the notice of cancellation and all subsequent pages and their reverse constitute a part of this Contract and specification included herein by reference. The Contractor and the Client each acknowledge that they have read this Contract and specification included herein before signing and hereby acknowledge that they understand all covenants and conditions herein by signing their signature to this Contract as of the day and year first above written.

Credit card payment

_____ All credit card payments are subject to a 3% additional charge

Payment Received as:

Check # _____ in amount of \$ _____

Credit card: Type _____

Client Name as on the card: _____

Credit Card # _____

Expiration date: _____

Security Code: _____

Financed Projects:

Lending Institution:

Approval Code:

Amount approved:

Owner / Purchaser

Owner / Purchaser

Design Consultant

Notice of Cancellation

Contract Date: 07/23/2019

If this contract was solicited at your home, you may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel this home improvement contract, any payments made by you under the home improvement contract and any negotiable instrument executed by you will be returned within ten business days following receipt by the home improvement contractor of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice of cancellation to:

AWARD Kitchen & Bath, LLC

(Name of home improvement contractor)

at 2 Whiting Street

not later than midnight of 7/26/2019

I hereby cancel this transaction.

Date

Owner's signature (Sign only if you want to cancel)

Diane Connelly

9 Shepard Lane

"initials here indicate that client has received this notice." _____

PREPARATION

- The company will protect all immediate areas accessing the work site area. Dust barriers and floor protection to be provided as deemed needed. The project area shall be kept clean of all debris generated by the scope of work performed by the company.
- Prior to start of the project, client is responsible for the removing all personal property from the work areas. The company will protect all immediate areas accessing work site. We ask that client do not disturb the dust barriers and floor protection the company has provided.
- ____ Any additional materials and/or labor beyond what is described in this section will need a written change order, signed and accepted by the company and client involved.

DEMOLITION

- ____ No structural horizontal and or vertical support beams are included unless otherwise stated in this agreement. Evaluation of any structural support is to be performed during the demolition phase once the item is exposed for evaluation. Client understands and agrees that additional costs will incur for any structural engineering and beam work required. A written change order must be signed and accepted by the company and client involved prior to any additional work.

BATHROOM PLUMBING

- Shower doors and enclosure glass is not part of plumbing.
- Shower rods and or curtains are to be provided by the client, not the company.
- Any additional materials and/or labor beyond what is described in this section will need a written change order, signed and accepted by the company and client involved.
- If the client is supplying fixtures please make sure you have all the parts including the proper valve for the item, drains, strainers and other trim pieces that match your selection. Faucets for granite need to have a threaded extension to accommodate the granite.

ELECTRICAL

- ____ Only standard white or ivory colors are included for switches, dimmers and outlets. If any other color is needed, there will be an additional charge.
- If outlets in house are not grounded, then only those items that have new dedicated circuits will be upgraded to grounded outlets.
- Layout of recessed can lighting may vary due to duct work, ceiling joist or rafter locations and other obstructions.
- Price assumes attic or open access to install or remove wiring. Restricted access may result in additional charged.
- Smoke detectors may be required by your city officials. They are not part of this agreement but may be purchased and installed by the company at an additional charge to the client. The client may chose its own contractor to install such items if required.
- The client should be onsite during the initial start of electrical at rough-in to confirm locations of lighting, outlets and switching.
- Additional cost will be incurred for any new circuits required to be run from power panel.
- Any additional materials and/or labor beyond what is described in this section will need a written change order, signed and accepted by the company and client involved.
- Pricing includes only one return trip for finish and trim out of electrical fixtures. All fixtures and client-supplied items must be onsite during the scheduled trim-out date. If a return trip is required to install items not available at trim-out, additional cost of \$105.00 per trip may be billed to client.

CABINETRY

- If desired and or needed, the company will install client supplied cabinet handles and or knobs at no additional cost to the client. We just ask that they are on the site prior to our completion .
- Any wall cabinet bottom areas are to be standard manufacturer finish. No additional covering of wall cabinet bottoms is included unless otherwise written in this agreement. A client may request additional finishes and pay the additional price associated to the item.
- The client has read and signed the cabinet manufacturer's finish agreement form. Ask your designer for one if you haven't received it.
- Cabinets that are partial overlay do not require knobs or handles.
- Cabinets that are full overlay do require knobs and handles. Knobs and handles will be an additional cost after the cabinets are installed. They are not included in the contract.
- When final appliance choices are confirmed, drawings of appliance panel details are to be provided and signed off on , prior to production of custom panels or cabinet order.
- Any additional materials and/or labor beyond what is described in this section will need a written change order, signed and accepted by the company and client involved.

COUNTER TOP

- Some counter materials require special care to maintain their look and durability. Please ask for the proper care instructions for your counter top or tile.
- Any additional materials or labor beyond what is described in this section will need a written change order, signed and accepted by the company and client involved.

DOORS

- ____ The painting or staining of new windows or doors is not included in this contract. client is responsible for all painting or staining of new windows and doors. The products need to be sealed on all sides and edges.

GLASS

- Shower rods and or curtains are to be provided by the client or other source, not the company.
- Any additional materials and/or labor beyond what is described in this section will need a written change order, signed and accepted by the company and client involved.
- Shower door glass if included in the agreement must be clearly described as to glass selection, metal framing color, door height, glass height and thickness.
- All glass is 3/8 inch tempered clear glass. Set at standard height of 80".
- All glass over 80" must be ½ inch thick, which is an additional cost.
- Any glass other than clear will be an additional cost.

DRYWALL

- Wallpaper removal is not included unless expressed in the agreement. client is responsible to remove wallpaper.
- Any additional materials or labor beyond what is described in this section will need a written change order signed and accepted by the company and client involved.
- The exact matching of textures is impossible. All texture work is blended to surrounding or existing texture as close as possible.

STUCCO

- The exact matching of textures is impossible. All texture work is blended to surrounding or existing texture as close as possible.
- Any additional materials and/or labor beyond what is described in this section will need a written change order, signed and accepted by the company and client involved.

CLIENT DIRECT ITEMS

- If a client is paying a trade partner for a service the company will still want to manage that installation schedule and oversee the work.
- As specified in the agreement or addendum a client will be purchasing services directly from the trade partner or other provider. The cost of the service is estimated to be the dollar amount mentioned in the agreement plus tax. This price will be finalized upon final quotation from the provider and is not included in the company's price . All related pricing, payment and terms is between the client and service provider not the company.

ALLOWANCES

- Allowances are set at time of signing contract. Any changes to selections after the contract is signed, may increase your allowances and require a change order.

ADDITIONS / DELETIONS / CLARIFICATIONS

- Any additions, deletions or clarifications to contract after execution of signed contract between Holtzman Home Improvement and client including but not limited to a change of product or the scope of work, that result in either an increase or decrease to the contract price, will require a signed change order by client and Holtzman Home Improvement and payment in advance from client, if applicable, for said increases, before any work or ordering of material can proceed. Client shall also be required to acknowledge, in writings, any delays caused by additions, deletions or clarifications change orders. It is the intention of Holtzman Home Improvement to satisfy our client and to avoid ambiguity or misunderstandings during the course of our clients home improvement project.

Designer: _____

Client: _____

Date: _____

Date : _____

In consideration for the aforementioned materials, labor and services, the owner agrees to pay the company / contractor in U.S. dollars the sum of:

Sub Total	\$45,614.51
Tax	\$2,052.65
Total	\$47,667.16

Buyer(s) acknowledge and agree that said amount was fairly negotiated and reflects all discounts.
Buyer(s) also acknowledge and agree that all payments are to be made by check to: AWARD Kitchen & Bath, LLC or through credit card or any financial arrangements.

Anticipated lead time to start project is

AWARD KB Information:

AWARD Kitchen & Bath, LLC
2 Whiting Street
Plainville, CT 06062
(860) 719-6260
Bryan@awardkb.com
www.awardkb.com

Client Information:

Diane Connelly
9 Shepard Lane
Plainville, CT 06062
(860) 919-3883
NurseRN919@Aol.com

Payments as follows:

Deposit:	\$ 23833.58	
Amount due:	\$ 19066.86	Start of Job
Amount due:	\$ 4766.72	At Substantial Completion

Design Consultant

Acceptance

Date

Owner / Purchaser

Owner / Purchaser

Date

Special Notes: Test.

(Contract must be accepted by management to be valid Customer will receive countersigned copy)