

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract" or "Agreement") is made as of August 05, 2022 (the "Effective Date") by and between Nancy Dumont of 1241 Tabor Hill Rd, Stowe, Vermont 05672, and Stowe Co-Op of 436 across Rd, Stowe, Vermont 05672.

Stowe Co-Op desires to provide Construction services to Nancy Dumont and Nancy Dumont desires to obtain such services from Stowe Co-Op.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on August 05, 2022, Stowe Co-Op will provide to Nancy Dumont the following services (collectively, the "Services"):

Stowe Co-Op will build a house in accordance with the plans and specifications previously reviewed and delivered. A copy of all plans and specifications is attached to this contract for clarification. Stowe Co-Op will be responsible for managing all portions of the project.

2. SCOPE OF WORK. Stowe Co-Op will provide all services and labor for the construction of a residential single family home. described above at the property of Nancy Dumont located at: 1241 Tabor Hill Rd, Stowe, Vermont, 05672 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS. Nancy Dumont will make available to Stowe Co-Op all plans, specifications, drawings, blueprints, and similar construction documents necessary for Stowe Co-Op to provide the Services described herein. Any such materials shall remain the property of Nancy Dumont. Stowe Co-Op will promptly return all such materials to Nancy Dumont upon completion of the Services.

4. WORK SITE. Nancy Dumont warrants that Nancy Dumont owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Nancy Dumont shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Nancy Dumont's property will be clearly identified by stakes at all corners of the property. Nancy Dumont shall maintain these stakes in proper position throughout construction.

5. MATERIALS AND/OR LABOR PROVIDED. Stowe Co-Op shall provide to Nancy Dumont a List of each and every party furnishing materials and/or labor to Stowe Co-Op as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. Stowe Co-Op declares, under the laws of the State of Vermont, that this List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

Stowe Co-Op may substitute materials only with the express written approval of Nancy Dumont, provided that the substituted materials are no lesser quality than those previously agreed upon by Nancy Dumont and Stowe Co-Op.

6. PAYMENT. Payment shall be made to Stowe Co-Op, Stowe, Vermont 05672. Nancy Dumont agrees to pay weekly at \$318 per square foot delineated across the project/ weeks of expectation, not including the cost of the yankee barnhome itself.

7. TERM. Stowe Co-Op will start build upon commensment from Yankee Barnhome.

8. PERMITS. Nancy Dumont shall obtain all necessary building permits. Stowe Co-Op shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work.

9. INSURANCE. Before work begins under this Contract, Stowe Co-Op shall furnish certificates of insurance to Nancy Dumont substantiating that Stowe Co-Op has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Vermont and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

10. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Stowe Co-Op in connection with the Services will be the exclusive property of Stowe Co-Op.

11. FREE ACCESS TO WORKSITE. Nancy Dumont will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Stowe Co-Op will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Stowe Co-Op also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

12. UTILITIES. Stowe Co-Op shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. Nancy Dumont shall permit Stowe Co-Op to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

12. ENTIRE AGREEMENT. This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

27. SIGNATORIES. This Agreement shall be signed by Nancy Dumont and on behalf of Stowe Co-Op by Edward Grimes, Owner (Contractor's License: 0375402) and shall be effective as of the date first written above.

Owner:

By: Nancy Dumont

Nancy Dumont

Date: 8/24/22

Contractor:

Stowe Co-Op

Contractor's License: 0375402

By: [Signature]

Edward Grimes
Owner

Date: 8/27/22

YBH - OWNER/GC DISTRIBUTION OF WORK

ITEM	RESPONSIBILITY	
	YBH	Owner/GC
Prep & Site work		
Permitting, site design & building dept. requirements		X
Earthwork: Grading, Driveway, Septic, Foundation		X
Well System & Tie-Ins		X
Electrical Service to Main Panel		X
Structural Shell		
Foundation Walls, Footings, Piers		X
Porch Surfaces		X
Plates & Anchors		X
Daylight or Walk-Out Basement walls		X
Exterior Walls above grade (Pre-Insulated)	X	
Roof Panels (Pre-Insulated)	X	
Roof Trusses & Framing (if needed)	X	
1st Floor Deck (Joists & Subfloor)		X
2nd Floor Deck	X	
Timber Framing	X	
Interior Wall Framing (unless structural)		X
Stairs		X
Porches, Decks & Patios (depends on design)		X
Exterior Finishes		
Exterior Siding & Trim		X
Stone & Masonry		X
Roofing		X
Windows & Patio Doors	X	X
Entry Door, Garage Doors & other Non Glass Doors		X
Louvers, Vents, Gutters etc.		X
Mechanical & Interiors		
All Heating, Cooling, Plumbing & Electrical Systems		X
Interior Finishes - drywall, trim, flooring, paint, built ins etc		X
All kitchens & baths		X
All built-ins, trim, etc.		X
Stairs & Handrails		X
Cabinetry & Counters		X
All Interior Doors		X
Fireplaces		X
Miscellaneous		
Exterior Shell Trucking	X	
Offloading location - if tractor trailer truck cannot access building location, offloading area will need to be identified		X
Exterior Shell Storage + Protection		X
Exterior Shell Assembly	TBD - YBH OPTION	
Erection Equipment		X

Please contact Chris Sevigny, our head of Production & Construction, for any delivery, site, scope of work or build questions: csevigny@yankeebarnhomes.com or (603)863-2400

PREPARATION & DELIVERY INFORMATION FOR YOUR YANKEE BARN HOME

The following outlines schedule, site & equipment requirements for the successful delivery and assembly of your Yankee Barn Home (YBH). Please review and share this info with your General Contractor (GC).

Your main contact for product, delivery and construction questions is:

Chris Sevigny: Director, Production/Site Construction 603-863-2400 x208 csevigny@yankeebarnhomes.com

DELIVERY DATE COORDINATION:

When you/your GC and the foundation contractor have a timeframe to pour the foundation, please share with Chris and Matt at Yankee Barn Homes (YBH). The Foundation and required site preparation will take approximately 6-8 weeks (depending on site and size of home). During that period, we have several **"CHECK IN"** points to follow progress and identify the actual delivery start date. Once established we reserve your delivery slot at YBH as well as with the trucking/ferry companies, the YBH Supervisor and, if applicable, the YBH Labor Crew.

The following **"CHECK-INS"** will be assigned to you as "To Dos" in your portal with reminders. *We recommend that you download and use the Buildertrend app for ease of notifications and uploading photos.*

1. **6-8 weeks prior to tentative delivery:** **DELIVERY MEETING & FOUNDATION CHECK-IN**
If we haven't already, we will schedule an online Zoom team meeting with you and your GC to review delivery logistics and requirements. Foundation pouring should be scheduled within the next month to be on track for delivery. *Please advise once you have your pour start date.*
2. **4 weeks prior to tentative delivery:** **PROGRESS CHECK-IN**
Confirm if foundation is poured, first floor framing underway and a backfill date scheduled.
3. **2 weeks prior to tentative delivery:** **SITE PREP CHECK-IN**
To set your "actual" YBH delivery date all site prep and equipment requirements must be met prior to delivery. Please confirm this with progress photos via portal or email to Chris or Matt, and advise when "Delivery Prep" tasks are scheduled for completion. Foundation photos need to be shared showing the required hardware (ie anchor bolts or hold downs, etc.) in place.

Your delivery start date will be reserved subject to your Delivery Prep completion date and availability of our Trucking, YBH Supervisor and/or YBH Crew.
4. **One week prior to actual delivery date:** **DELIVERY CONFIRMATION CHECK-IN**
Confirm all "Delivery Preparation" tasks are complete per the enclosed checklist and send pics.
5. **1-2 Business Days prior:** **FINAL CHECK IN**
One last Check-In to confirm everything is set for delivery!

NOTE:

*Any changes to the "Actual" Delivery date reservation (identified two weeks prior) are subject to: travel and delivery change charges and availability of a new ship date, YBH Supervisor and if applicable, YBH Labor Crew. From May to November we have back to back deliveries/assemblies reserved so we prefer you are conservative in identifying a delivery date.

Deliveries typically begin on Tuesdays to allow for procurement of necessary equipment, travel and preparation the day before. We do not schedule deliveries or assemblies during inclement or below freezing weather. This could include high winds, rain, sleet, snow, etc. If your overall construction schedule pushes into the winter months delivery may not be available and may delay until weather conditions improve.

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DELIVERY PREPARATION: To be completed one week prior to delivery:

1. Site power to be protected by circuit breakers and Ground Fault Interrupt (GFI) receptacles as per electric code. Supply 3 @ 100' grounded extension cords. If electric aren't complete, a generator & fuel is required.
2. Prepare and pour the foundation according to the engineered Yankee Barn Home Construction Build Plans.
3. Build and confirm level and square First Floor Framing deck according to plans by YBH with all the required hardware installed such as anchor bolts, hold downs, etc. Please be sure to confirm these requirements on the plans prior to pouring – missing hardware will delay delivery.
4. Backfill the foundation level grade and prepare suitable soil conditions for lull operation.
5. Clear 20' min' around perimeter of foundation, more preferred at driveway for lull to maneuver packs. (Please advise if not possible so we can discuss alternative solutions, ie. additional crane days.)
6. If the roads leading into your site don't allow for tractor trailer access and turn around room, Owner/GC may need to secure an alternate offload site. If this is the case, Owner/GC will need to arrange for equipment/labor to shuttle packs to site.
7. Locate area adequate for storing multiple panel/timber packs, lull, dumpster, etc. for duration of assembly.
8. Site/soil conditions need to support the weight of the lull carrying packs. If you have mud/unstable soil conditions we may need to reschedule or require extra crane days. ***

EQUIPMENT REQUIRED (To be provided by Owner/GC): On site day before delivery:

1. All Terrain Forklift, AKA "Lull": All terrain forklift with 10,000 pound capacity and outriggers (for stability), 8' forks (4' forks with extension sleeves provided by YBH), and telescoping boom with forklift extension jibs. (or appropriate lull/boom/crane). **Lull is required to be on site the day before YBH delivery.** *Our Supervisor arrives before the trucks and needs the lull to offload the trucks. ****
2. A crane is required to install roof panels and may be required for all assembly if site conditions or height do not allow the use of the Forklift.
3. Construction Dumpster & Garbage Removal, and Porta Potty.
4. All terrain "man" lift/bucket (size & reach determined by site conditions) is required for the duration of the YBH installation.
5. Staging required – 4 sets of staging with planks and wheels (more may be required per ridge height).
6. 24 @ 2x4's x16' minimum (Bracing), 24 @ 2x4's x 12' minimum (Bracing).
7. Extreme site conditions or inability to directly access the site for delivery may require additional equipment.
8. If tractor trailer cannot access site access location/driveway other equipment such as truck/trailer and person to operate may be needed for shuttling packs.

*****All necessary equipment to arrive the day before delivery and remain on site for the shell assembly unless determined otherwise by YBH.*****

OWNER/GCs RESPONSIBILITIES:

1. Yankee Barn Home packs are double wrapped at the factory. Once delivered, it becomes the responsibility of the Owner/GC to ensure packages are set at least 8" off the ground and protected from the elements with tarps. Package wrapping is not intended for outside storage without the secondary protection.
2. Owner is responsible for the installation of ANY and ALL doors, as well as the installation of ANY basement level windows and doors, regardless of if provided by YBH.
3. Window & Door Screens are shipped separate, not installed on the windows. Owner/GC is responsible for checking the screens before YBH Supervisor leaves the site, reporting any damage. Upon delivery Owner/GC is responsible for storing/protecting the screens, and for installation post construction. ***Any screens not identified as being missing or damaged at completion of the YBH assembly will not be replaced or reimbursed by YBH.***
4. Snow/ice removal is NOT included - all ice and snow removal and/or sanding of the driveway to the site and on the shell is the responsibility of the Owner. If our Supervisor/Crew has to spend additional hours clearing either in order to continue their work, additional fees will be billed.
5. Weather may play a factor during your shell construction. Until the finished roofing is installed, rain may find its way inside the shell. Materials used are water resistant, but some clean up may be required. Timbers may have water stains or dust/scuffs as a result of construction/weather. Clean up and touchups are typical - extra beam stain is delivered with the package for this use.
6. Final sealing, Roofing, flashing, siding & trim must be installed immediately after YBH assembly to ensure proper protection of the home.
7. The Supervisor can, at any time, stop work on site due to unsafe and/or weather conditions.

YBH SUPERVISOR with OWNER/GC PROVIDING CREW:

YBH Supervisor arrives on site prior to the delivery to drive the lull and offload packs from the tractor trailer. Delivery cannot be arranged without the YBH Supervisor without prior coordination. Your/GC's Crew will work with our YBH Supervisor to assemble the YBH Shell components. Three skilled carpenters are required to work with the YBH Supervisor and should remain consistent throughout the entire shell assembly. GC's Crew is required to be on site each day during the hours established by YBH Supervisor. ***Please review plans to ensure that all materials and work required prior to assembly are complete/on site. If porch timbers are supplied by YBH, concrete needs to have been poured to support.***

MISC. MATERIALS & TOOLS NEEDED, TO BE PROVIDED BY OWNER/GC: (Verify w/ YBH)

- 1 QT caulking gun
- 3/8" electric drills (2 min.) and cordless drills (2 min) & 1/2" electric drill
- Table, Chop & Circular Saws
- Sharp Drill bits – 2 @ 3/8"x12", 1/4"x12" (NO SPADE BITS!)
- Small drill bits – 2 @ 5/16", 2 @ 11/64"
- Sawzall with long wood cutting blades and metal blades.
- Selection of 1/2" or larger wood chisels
- Pry bars, flat and goose neck
- 3 lb. short handled sledges with wrist strap
- A 4 to 8 lb., long handled, sledge
- 2 ea 27'-30' x 3" ratchet straps
- Come-alongs for roof panel installation
- 30' rope for tag line.

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- An assortment of different length of lifting straps and shackles
- 8d .131 Nails for nail guns to nail ZIP sheathing seams together
- 12D .131 nails for nail guns for any framing and panel to panel connections
- Deck nails to install 2nd floor deck sheathing
- 50 @ 2" x 4" x 8' Lumber for bedders, 24 @ 2x4's x16' min. (Bracing) 24 @ 2 x4's x 12' minimum (Bracing)
- 1 bundle of cedar shim shingles

YBH SUPERVISOR with OPTIONAL YBH LABOR CREW: Please see YBH Labor Crew Construction Agreement

In addition to the YBH Supervisor, a labor crew is being supplied. All crew requests and agreements must be received and confirmed a minimum of 8 weeks prior to tentative delivery and total payment is due 2 weeks prior to delivery. Please note: The YBH Supervisor and/or Labor Crew are not General Contractors. They are not responsible for meeting inspectors, fixing work on site for the YBH Assembly, prepping the site or route to the site, etc. YBH is also not the General Contractor when supplying the Labor Crew and neither can be named as such on any permitting documents.

The YBH Supervisor and any necessary crew will be on site from the time the first truck arrives to handle all offloading/delivery. The YBH Labor Crew will work with the Supervisor to assemble the YBH Shell Components per YBH plans and details.

Any requirements or requests beyond what is shown on the YBH plans or scope of work will not be completed by the YBH Supervisor or Labor Crew. Any additional labor and materials required outside the Scope of Work and/or YBH Plans will be billed to Owner as time and materials.

All other sections herein apply, including delivery prep, equipment, Owner Responsibilities, etc.

PLEASE NOTE:

Owner/GC is responsible for anything labeled on plans and final panel assembly drawings as by GC, final trimming of rafter tails prior to trim install, final sealing, extension jambs, door installation, screens, basement level window installation, any hardware not pre-installed, disposal of all YBH pallets and leftover materials.

Owner/GC to complete all FINAL sealing, insulation & spray foaming per plans, Supervisor Checklist, and to meet any necessary codes.

GC is required to be available while YBH Crew is on site. If Owner is self GC-ing they also must be available while YBH Supervisor and/or Crew is on site.

Additional charges may be incurred for lost time due to inadequate site or equipment preparation.

By: Customer: _____ Date: _____

By signing this document Customer agrees to complete and submit the Delivery Site Prep Checklist on the following page and share this document, final plans, and all other pertinent site/build/delivery information with their site, foundation and/or general contractor(s).

By: Yankee Barn Homes: _____ Date: _____



DELIVERY SITE PREP CHECKLIST

To be completed and submitted to YBH one week prior to delivery.

Client Name: _____ **Date Prep Complete: :** _____

GC/Contact Person: _____ **Cell:** _____

1. Site power complete and protected by circuit breakers and Ground Fault Interrupt (GFI) receptacles as per electric code. Supply 3 @ 100' grounded extension cords. *If electric isn't complete, a generator & fuel is required on site prior to delivery.*
2. Foundation poured according to the YBH engineered plans with any applicable anchor bolts, washers, etc. *(Any necessary repairs or corrections to the foundation due to deviations from the engineered plans and/or missing hardware is the responsibility of the Owner/GC).*
3. First floor framing built, level & square according to plans by YBH.
4. Foundation backfilled, level grade and prepare suitable soil conditions for lull operation.
5. Clear 20' min' around perimeter of foundation, more preferred at driveway for lull to maneuver packs. (Please advise if not possible so we can discuss alternative solutions, ie. additional crane days.)
6. If the roads leading into your site don't allow for tractor trailer access and turn around room, Owner/GC may need to secure an alternate offload site. If this is the case, Owner/GC will need to arrange for equipment/labor to shuttle packs to site.
7. Locate area adequate for storing multiple panel/timber packs, lull, dumpster, parking, etc. for duration of assembly.
8. Lull, Man lift, dumpster & porta potty on site the day before delivery per specifications provided. Lulls must be safe and fully operational with outriggers. Deliveries will typically begin on Tuesdays to allow for procurement of necessary equipment, travel and preparation the day before.
9. Site/soil conditions need to support the weight of the lull carrying packs. If you have mud/unstable soil conditions Owner/GC we may need to reschedule or require extra crane days. **
10. Plan for Owner/GC available at delivery to identify location for storing packs. Owner/GC to ensure packages are set at least 8" off the ground and protected from the elements with tarps during length of assembly. YBH Package wrapping is not intended for outside storage without the secondary protection.

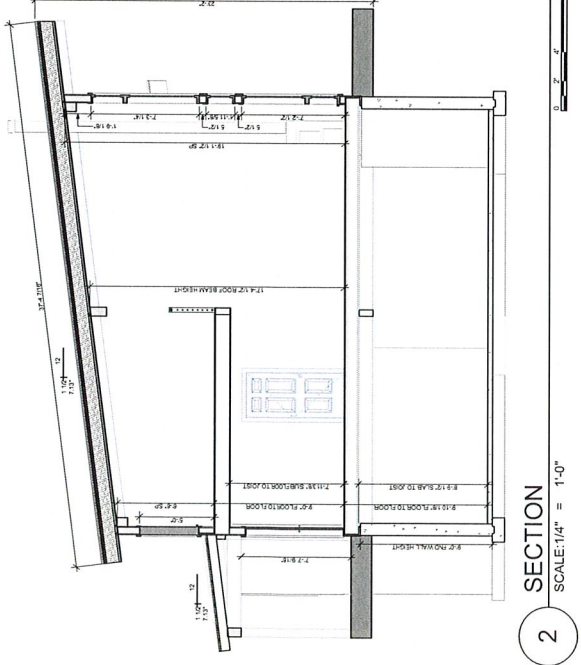
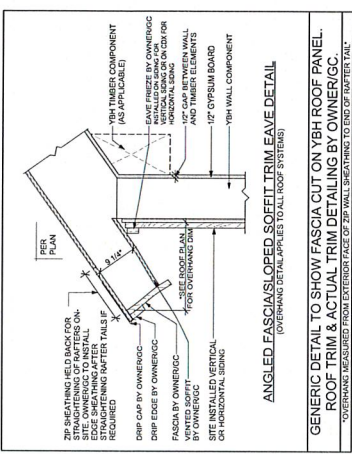
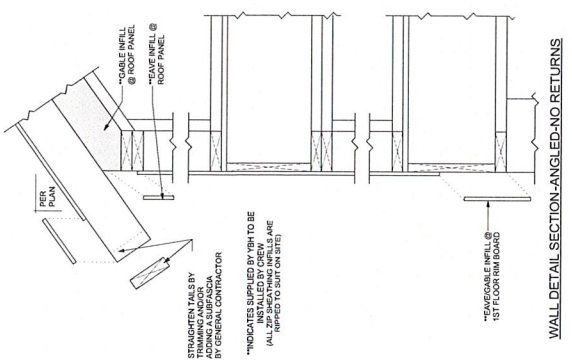
Completed By: _____ **Date:** _____



WALL PANEL LEGEND
SEE CROSS SECTIONS PAGE FOR WALL HEIGHTS

	YH 2X6 @ 16" OC OPEN INSULATED WALL PANELS (R-VALUE: 7.23) WITH 4" POLYISO INSULATION, DRYWALL INTERIOR BY OMNIGRCC.
	YH 2X6 @ 16" OC OPEN UNINSULATED WALL PANELS W/ SHEATHING INSULATION & DRYWALL INT. BY OMNIGRCC.
	YH 2X6 @ 16" OC OPEN UNINSULATED INTERIOR WALL PANELS. INSULATION & DRYWALL BY OMNIGRCC.
	WALL FRAMING BY OMNIGRCC.





A
 DETAIL
 SCALE: 1/2"=1'-0"



BEAM POCKET		
LABEL	POCKET SIZE	NOTES
BP 1	6 1/4" W X 11 7/8" H X 5" D	HEIGHT MEASURED FROM T.O.W. SHIM AS REQUIRED

SCALE: 1/4" = 1'-0"

