

01-1375-CD  
EASTERN COMMERCIAL CONSTRUCTION, INC. -vs- IRWIN KAUFMAN et al

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN COMMERCIAL,  
CONSTRUCTION, INC.,  
Plaintiff

vs.

IRWIN KAUFMAN and SHEILA  
KAUFMAN,  
Defendants

CIVIL ACTION - LAW

No. 01-1375-C

Type of pleading:

**COMPLAINT IN A  
CIVIL ACTION**

Filed on Behalf of:  
PLAINTIFF

Counsel of record for this  
party:

Jeffrey S. DuBois  
Supreme Court No. 62074  
Hanak, Guido and Taladay  
498 Jeffers St., P. O. Box 487  
DuBois, PA 15801

FILED

AUG 23 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION-LAW

EASTERN COMMERCIAL :  
CONSTRUCTION, INC., :  
Plaintiff :  
vs. : No. \_\_\_\_\_, 2001, C.D.  
IRWIN KAUFMAN and SHEILA :  
KAUFMAN, his wife, :  
Defendants :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 1303

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION-LAW

EASTERN COMMERCIAL  
CONSTRUCTION, INC.,  
Plaintiff

vs.

No. \_\_\_\_\_, 2001, C.D.

IRWIN KAUFMAN and SHEILA  
KAUFMAN, his wife,  
Defendants

**COMPLAINT IN A CIVIL ACTION**

AND NOW, comes the Plaintiff, EASTERN COMMERCIAL CONSTRUCTION, INC., by and through its attorneys, HANAK, GUIDO AND TALADAY, and files this Complaint and in support thereof aver the following:

1. Plaintiff, EASTERN COMMERCIAL CONSTRUCTION, INC., is a corporation organized and existing under the laws of the State of Pennsylvania, and duly registered to do business in Pennsylvania, with its principal place of business at R.D. #1, Box 149D, Brockport, Pennsylvania, 15824.
2. Defendants, IRWIN KAUFMAN and SHEILA KAUFMAN are adult individuals residing at R.D. #1, Luthersburg, Clearfield County, Pennsylvania.
3. The Defendants are located in Clearfield County, the subject matter in dispute in this case is in Clearfield County, and therefore this Honorable Court has jurisdiction in this case.

4. On or about June, 2000, Plaintiff and Defendants entered into negotiations whereby Plaintiff would do all work necessary in the erection and completion of a house for the Defendants. Said negotiations were reduced to writing in a contract and the price agreed to by the parties was Seventy-one Thousand Five Hundred Sixty-two and 00/100 (\$71,562.00) Dollars. A copy of said agreement is attached hereto and made a part hereof as Exhibit "A".

5. Thereafter on or about July, 2000, Plaintiff began work on said house.

6. Plaintiff continued to work on said home through the remainder of the year 2000 and completed the home.

7. Approximately two (2) months into the contract when Plaintiff was working on said home, Defendants requested additional work to be done on the home.

8. Said additional work included, but was not limited to, siding of the existing structure, to which the new house was attached hereto, added additional windows and doors to the bonus room, sided the bonus room, and added an additional room in the house.

9. The cost of the additional work performed by Plaintiff was approximately Eight Thousand and 00/100 (\$8,000.00) Dollars.

10. Plaintiff completed all the aforementioned additional work requested by Defendants. To date, however, Defendants have failed to pay Plaintiff for the aforementioned additional work.

11. In addition, as Plaintiff was nearing completion of the home, Plaintiff requested, in addition to payment for the aforementioned

additional work, Plaintiff also requested the final installment payment under the original contract in the amount of Twelve Thousand Five Hundred and 00/100 (\$12,500.00) Dollars.

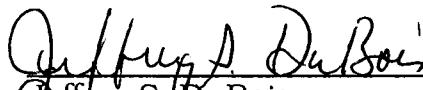
12. Despite repeated requests by Plaintiff to Defendants, Defendants have failed to pay the remaining amount due on the original contract, being Twelve Thousand Five Hundred and 00/100 (\$12,500.00) Dollars, and failed to pay for the reasonable expenses and costs of the additional work in the amount of Eight Thousand and 00/100 (\$8,000.00) Dollars.

13. Plaintiff has completely performed the work agreed to by the parties, and in addition, has performed a great deal of additional work not called for in the original agreement.

14. Defendants would be unjustly enriched if they would be allowed to keep the benefits of said home and additional work and not pay Plaintiff the money that is justly owed to Plaintiff.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to award judgment in its favor and against the Defendants in an amount of Twenty Thousand Five Hundred and 00/100 (\$20,500.00) Dollars, plus interest, costs and reasonable attorney's fees.

HANAK, GUIDO AND TALADAY, by:

  
\_\_\_\_\_  
Jeffrey S. DuBois  
Attorney for Plaintiff

**VERIFICATION**

I, JOHN L. PATRICELLI, President of EASTERN COMMERCIAL CONSTRUCTION, INC., do hereby state that I am the authorized agent for purposes of filing this Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: 7-30-01



John L. Patricelli

John L. Patricelli

## **ARTICLE 2**

**Work Description:** The contractor shall provide all subcontractors, labor, equipment, tools, insurance, and adequate supervision to complete the construction of the home. The work will be performed to the satisfaction of the homeowner. The contractor will maintain a clean and safe work area.

## **ARTICLE 3**

**Changes:** The homeowner may make pre-construction changes with consideration to contract price.

## **ARTICLE 4**

**Indemnification:** To the fullest extent of the law, the contractor shall indemnify and hold harmless the Owner, from any and all claims, including attorney's fees, arising out of or resulting from negligent acts or omissions of the contractor or any of its agents.

## **ARTICLE 5**

**Warranty:** The contractor warrants its work without cost to the owner for a period of one year (1) against all deficiencies and defects in workmanship provided under this contract.

## **ARTICLE 6**

**Unfinished Room:** This room will be framed and roofed only.

## **ARTICLE 7**

**Light fixtures:** The owner is to provide all light fixtures at his or her cost.

## **ARTICLE 8**

The Owner will be responsible for the movement of the mobile home on the construction site. The Owner will be responsible for all cost of the moving.

## **ARTICLE 9**

**Utilities Movement:** The owner will be responsible for the cost and movement of all utilities to the new site of the mobile home. The contractor will assume responsibility for movement of the utilities to the completed home.

# ARTICLE 10

## Scope of Work:

### 1. Foundation:

- a: Excavation for basement and footers.
- b: All outside foundation walls shall have 4" 1500# crush perforated french drain pipe with 16" gravel.
- c: Rough backfill of dirt and top soil.
- d: Footers will be 16" X 8" thick.
- e: Basement walls - 16" Block, 12 Courses
- f: Basement walls shall have 1 coat of asphalt waterproofing
- g: Basement floor shall be 4" Thick, one floor drain
- h: Vinyl Basement hopper windows #2

### 2. Framing:

- a. 2x10 sill plate on basement wall. Glued down.
- b. Engineered trusses.
- c. 3/4" 18g o.s.b. floor sheathing nailed and glued.
- d. Underlayment for vinyl flooring.
- e. Headers at all bearing walls and spannig for doors/Windows.
- f. 2x6 outside wall plates & studs-16" oc.
- g. 2x4 inside wall plates & studs 16" oc.
- h. 7/16" osb wall sheathing.
- i. Roof trusses 24" oc sized to house.
  - 6/12 pitch
  - 12" overhang
  - 12" overhang on gable ends.
- j. 5/8" osb roof sheathing with 11 clips.
- k. 2x6 sub-fascia board.
- l. house wrap.

### 3. Drywall, Insulation, Trim and Finish:

- a. 1x2" 4x12 drywall for main floor.
- b. All walls smooth.
- c. All ceilings smooth.
- d. Attic insulation R-19.
- e. Wall insulation R-19.
- f. Trim Pine (standard).
- g. Floor cover allowance \$2000.00.
- h. Shelving in closets.
- i. Kitchen/counter allowance \$4000.00.
- j. Paint and Stain provided by contractor 1 coat primer 2 coats finish.
- k. Window trim sills/sills.

### 4. Electrical/Mains:

- a. 200 amp service entrance-underground.
- b. 1 fan in bathroom.
- c. 2 lights kitchen-switched two positions.
- d. 1 D.R. light-switched two positions.
- e. 2 hall lights switched two positions.
- f. 1 Foyer light.
- g. 1 light walk in closet.
- h. receptacles-as per N.E.C. requirements.
- i. 2 outside receptacles.
- j. 1 bath receptacle GFI
- k. 1 entry light beside front door.
- l. 1 Doorbell and Button.
- m. Range hood wiring in kitchen.
- n. Hookup for washer/dryer in mud room
- o. Plate color-white

### 5. Plumbing and Fixtures:

- a. PVC drain lines-schedule 40
- b. Copper supply lines-hot and cold-3/4" & 1/2"
- c. All traps and shut-offs
- d. 40 gal hot water tank Electric.
- e. Fiberglass Tub and Shower unit.
- f. Commode.

- g. Vanity.
- h. 1 Medicine Cabinet with Mirror.
- i. Stainless Steel dbl bowl kitchen sink.
- j. Washer/Dryer Hookup.
- k. 2 outside hose bibs.
- l. Tub/Shower mixer valve single handle.
- m. Bath vanity mixer valve-single handle.
- n. Kitchen Faucet mixer valve-single handle.
- o. Bath Finish-Chrome.
- p. Kitchen Finish-Chrome.

6. Window/Door Schedule:

- a. All windows will be DBL hung vinyl/w screens.
- b. 1 Exterior door to be metal insulated.
- c. Windows
  - 3 LR
  - 2 BR#1
  - 2 BR#2
  - 1 BR#3
  - 1 KITCHEN
- d. 2 exterior doors
- e. Storm Doors
- f. Hardware P.B.-Dead Bolts
- g. Interior Barn Columnist Hardware P.B. Lever.
- h. Closet Doors Swing.

7. H.V.A.C.:

- a. Oil-Forced Air
- b. Upflow
- c. Main trunk galvanized 8"x14".
- d. Duct lines-6" flex or galvanized.

8. General Specs:

- a. Stove-Gas
- b. Oven-Gas
- c. Refrigerator
- d. Microwave
- e. Toaster Oven
- f. Washer-Electric
- g. Dryer-Electric
- h. Window A.C. (2)
- i. Deep Freezer
- j. Computer

9. Misc Items:

- a. Telephone Jacks (5) Location LR, BR, BR, Kitchen, Basement
- b. CATV Wiring (5) Chnnels Location LR, BR, BR, BR, Basement

## ARTICLE 11

Deck: A roof covered pressure treated deck 15' x 16' more or less will be included in this contract. This deck will be constructed in the included price of the contract. ~~\$ 71,562.00~~

Eastern Commercial Construction Inc.

By John H. Kaufman U.P.

Name & Title

William H. Kaufman

By

Owner(s)

Donald J. Kaufman  
Debra R. Kaufman

H.V.A.C.

- O/C*
- ~~GAS~~ FORCED AIR \_\_\_\_\_ BTU INPUT \_\_\_\_\_ OUTPUT  
 MANUFACTURER \_\_\_\_\_
  - UPFLOW  DOWN FLOW
  - MAIN TRUNK GALVANIZED 8" X 14" OR INSULATED DUCT BOARD
  - DUCT LINES -- 6" FLEXIBLE OR 6" GALVANIZED PIPE
  
  - HOT WATER BASEBOARD -- MANUFACTURER \_\_\_\_\_
  - DETAILS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
  - FOUR ZONE
  - THREE ZONE
  - TWO ZONE
  - ONE ZONE
  - \_\_\_\_\_' OF BASEBOARD IN BASEMENT
  
  - ELECTRIC BASEBOARD -- SIZED ACCORDING TO UTILITY COMPANY REQUIREMENTS
  
  - NO HEAT IN GARAGE OR BASEMENT
  
  - DOUBLE POLE THERMOSTATS -- WALL MOUNTED EXCEPT BATHROOM
  
  - CENTRAL AIR CONDITIONING
  
  - A/C COIL - SET ONLY

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

INITIALS

(OWNER)

(OWNER)

(CONTRACTOR)

YIII

## GENERAL SPECS

- STOVE
- OVEN
- DISHWASHER
- DISPOSAL
- INSTANT HOT WATER
- REFRIGERATOR
- MICROWAVE
- TOASTER OVER
- COUNTERTOP BROILER
- 
- 
- 
- FIREPLACE
- WASHER
- DRYER
- 
- WHIRLPOOL TUB
- HOT TUB
- STEAM
- SAUNA
- WINDOW A/C = (2) BR, BR, LVG. rm.
- 
- 
- OTHER DEEP FREEZER
- OTHER JUNCTION BOXES
- OTHER EXISTING LOADS
- OTHER
- OTHER
- OTHER

GAS  
 GAS

ELECTRIC  
 ELECTRIC

ICE MAKER  
 WATTAGE \_\_\_\_\_  
 WATTAGE \_\_\_\_\_  
 WATTAGE \_\_\_\_\_

WOOD  
 GAS  ELECTRIC  
 GAS  ELECTRIC

DATE   /  /  

INITIALS

(OWNER)

(OWNER)

(CONTRACTOR)

X

## FRAMING

- 2 X 10 SILL PLATE ON BASEMENT WALL -- GLUED DOWN
- SUMNER BEAM AS REQUIRED
- 2 X 10 FLOOR JOISTS - 16" ON CENTER
- ENGINEERED OPEN WEB TRUSSES
- O.S.B. TRUSS JOISTS -- TJI
- 3/4" T & G O.S.B. FLOOR SHEATHING -- NAILED AND GLUED
- UNDERLayment FOR VINYL FLOORING
- HEADERS AT ALL BEARING WALLS AND OPENINGS FOR DOORS/WINDOWS
- 2 X 6 OUTSIDE WALL PLATES & STUDS - 16" ON CENTER
- 2 X 4 INSIDE WALL PLATES & STUDS - 16" ON CENTER
- 7/16" OSB WALL SHEATHING
- 3/4" THERMAX
- 1/2" BLACK CELOTEX SHEATHING
- 1/2" PLYWOOD ON CORNERS
- ROOF TRUSSES 24" ON CENTER -- SIZED ACCORDING TO HOUSE
  - PITCH 6/12
  - OVERHANG 12"
  - 12" OVERHANG ON GABLE ENDS
  - STIFFBACKS WHERE REQUIRED
- 5/8" OSB ROOF SHEATHING WITH H-CLIPS
- 2 X 6" SUB-FASCIA BOARD
- HOUSE WRAP
- BASEMENT STAIRS
  - RAILING
  - PLATFORM

DATE   /  /  

INITIALS

(OWNER)

(OWNER)

(CONTRACTOR)

## DRYWALL, INSULATION, TRIM AND FINISH

- 1/2" X 4' X 7' DRYWALL THROUGHOUT MAIN FLOOR  
 ALL WALLS SMOOTH  
 ALL CEILINGS SMOOTH ~~STIPPLED~~ ~~DOFIER~~  
 ATTIC INSULATION TO BE R-19 ~~R-18~~  
 WALL INSULATION TO BE R-19  
 ~~FLOOR INSULATION TO BE R-10~~ ~~BEDROOM WALL - WOVEN~~  
 ALL TRIM TO BE WHITE PINE (STANDARD) RANCH (STANDARD)  
 CARPETING ALLOWANCE \$ \_\_\_\_\_ SQ YD (INCLUDES CARPET, PAD AND INSTALL)  
 VINYL ALLOWANCE \$ \_\_\_\_\_ SQ YD (INCLUDES VINYL, ADHESIVE, AND INSTALL)  
 HARDWOOD  
 LAMINATE  
 CERAMIC TILE  
 CUSTOM TILE  
 CLOSET SHELVING  CLOSET MAID  SCHULTE  
 KITCHEN CABINETS STYLE TYPE OAK  
 PAINT AND STAIN PROVIDED BY CONTRACTOR 1 COAT PRIMER, 2 TOP COAT  
 LABOR PROVIDED BY OWNER  
 PAINT COLOR  WALLS \_\_\_\_\_  CEILING \_\_\_\_\_  
 PAINT FINISH  FLAT  EGGSHELL  SEMI-GLOSS  
 STAIN COLOR \_\_\_\_\_  
 POLY FINISH  SATIN  SEMI-GLOSS  HIGH GLOSS  
 CUSTOM WALL TREATMENTS \_\_\_\_\_  
 WINDOW TRIM  
 SILLS/APRONS  
 PICTURE FRAME  
 INTERIOR TRIM  
 SPECIAL TREATMENTS  
 CHAIR RAIL  
 CROWN MOULDINGS  
 SPECIAL/CUSTOM WOOD TREATMENTS  
 STAIRS  
 TREADS WOOD TYPE \_\_\_\_\_ FINISH \_\_\_\_\_  
 RISERS WOOD TYPE \_\_\_\_\_ FINISH \_\_\_\_\_  
 RAILING SYSTEM  
 DESIGN \_\_\_\_\_ WOOD TYPE \_\_\_\_\_  
 KITCHEN COUNTERS -  STYLE \_\_\_\_\_  COLOR \_\_\_\_\_

DATE   /  /  

INITIALS

(OWNER)

(OWNER)

(CONTRACTOR)

## WINDOW/DOOR SCHEDULE

- ALL WINDOWS SHALL BE DOUBLE HUNG WITH  SCREENS  GRILLS
- VINYL  
 WOOD  
 CLAD
- ~~ONE~~ EXTERIOR DOOR TO BE METAL INSULATED  SIDELIGHTS (OPT)
- ONE 6'0" SLIDING GLASS DOOR
- ONE 6'0" CONCEPT DOOR WITH SCREENS --  GRILLS (OPT)

WINDOWS

- LIVING ROOM  
 BEDROOM #1  
 BEDROOM #2  
 BEDROOM #3  
 BEDROOM #4  
 KITCHEN  
 BASEMENT  
 DINING ROOM  
 FAMILY ROOM  
 GARAGE  
 BATHROOM #1  
 BATHROOM #2  
 BATHROOM #3  
 DEN  
 OFFICE  
 LAUNDRY ROOM  
 FOYER

3  
a  
a  
1  
1  
a  
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\_\_\_\_\_  
\_\_\_\_\_

- LOW E GLASS  
 SOLAR GLASS  
 OTHER

WINDOW COLOR \_\_\_\_\_

- WHITE (STANDARD)  
 COLOR (OPTION)

EXTERIOR DOOR STYLE \_\_\_\_\_ EXT X INT X

- STEEL INSULATED (STANDARD) (2)  
 FIBERGLASS  
 WOOD CLAD

STORM DOORS

STYLE \_\_\_\_\_ COLOR WHITE

## PLUMBING AND FIXTURES

- PVC DRAIN LINES - SCHEDULE 40
  - COPPER OR ~~PLASTIC~~ SUPPLY LINES -- HOT AND COLD -- 3/4" & 1/2"
  - ALL NECESSARY TRAPS AND SHUTOFFS
  - 40 GALLON HOT WATER TANK --
    - GAS
    - ELECTRIC
    - PROPANE
  - FIBERGLASS TUB AND SHOWER UNIT -- WHITE
  - COMMODE
  - VANITY - \_\_\_\_\_ FINISH
  - ONE MEDICINE CABINET WITH MIRROR
  - STAINLESS STEEL DOUBLE BOWL KITCHEN SINK
  - WASHER/DRYER HOOKUP
  - TWO OUTSIDE HOSE BIBS
  - ALL UTILITY HOOKUPS TAKEN ? OUTSIDE OF HOUSE
  - 1/2 H.P. SUBMERSIBLE PUMP WITH HOLDING TANK AND CONTROL BOX  
PLUS TRENCHING, PIPE AND WIRE FOR ALL CONNECTIONS
  - SEPTIC TANK HOOKUP WITHIN   ' OF HOUSE
  - TUB/SHOWER MIXER VALVE -- SINGLE HANDLE
  - BATH VANITY MIXER VALVE -- SINGLE HANDLE
  - KITCHEN FAUCET MIXER VALVE -- SINGLE HANDLE
  - BATH FINISH  CHROME  OTHER \_\_\_\_\_
  - KITCHEN FINISH  CHROME  OTHER \_\_\_\_\_

\*\*\*\*\*PLUMBING FIXTURES/APPLIANCES WILL BE

- |  |                                    |
|--|------------------------------------|
| <input type="checkbox"/> ELJER   | <input type="checkbox"/> LASCO     |
| <input type="checkbox"/> AMERICAN  | <input type="checkbox"/> AKER      |
| <input type="checkbox"/> KOHLER  | <input type="checkbox"/> AQUAGLASS |
| <input type="checkbox"/> UNIVERSAL RUNDLE                                    | <input type="checkbox"/> _____     |
| <input type="checkbox"/> MOEN  | <input type="checkbox"/> _____     |
| <input type="checkbox"/> DELTA   | <input type="checkbox"/> _____     |
| <input type="checkbox"/> PRICE-PHISTER                                       | <input type="checkbox"/> _____     |
| <input type="checkbox"/> PEERLESS  | <input type="checkbox"/> _____     |
| <input type="checkbox"/> OTHER COMPARABLE MANUFACTURE OF EQUAL VALUE/QUALITY |                                    |

DATE   /  /

**INITIALS**

(OWNER)

(OWNER)

(CONTRACTOR)

## FOUNDATION

### EXCAVATION FOR BASEMENT AND FOOTERS

PAD FOR FLUE OR FIREPLACE  \_\_\_\_ PADS FOR MONO POSTS

ALL OUTSIDE FOUNDATION WALLS SHALL HAVE 4" 1500# CRUSH  
PERFORATED FRENCH DRAIN PIPE WITH 16" GRAVEL

ROUGH BACKFILL OF DIRT AND TOP SOIL

FOOTERS WILL BE 16" X 8" THICK

BASEMENT WALLS -- 10" BLOCK,  12 COURSES  13 COURSES

BASEMENT WALLS -- 8" POURED CONCRETE

BRICK/STONE LEDGE LOCATION \_\_\_\_\_

BASEMENT WALLS SHALL HAVE 1 COAT OF ASPHALT WATERPROOFING

BASEMENT FLOOR SHALL BE 4" THICK

ONE FLOOR DRAIN  COMMODE FLANGE  SHOWER DRAIN

TWO FLOOR DRAINS  WASHER DRAIN

GARAGE FLOOR SHALL BE 4" THICK WITH REINFORCEMENT WIRE

GARAGE FLOOR DRAIN  ONE  TWO  OTHER \_\_\_\_\_

ONE RETAINING WALL

VINYL BASEMENT HOPPER WINDOWS  # 2

ONE BASEMENT DOOR -- STEEL, HOLLOW CORE

DAYLIGHT WALL  WINDOW  DOOR  OVERHEAD DOOR

EXCAVATION FOR GARAGE

GARAGE WALL - 8" BLOCK \_\_\_\_\_ COURSES HIGH

GARAGE WALL - 8" POURED \_\_\_\_\_ HIGH

DATE   /  /  

INITIALS

(OWNER)

(OWNER)

(CONTRACTOR)

## MISCELLANEOUS ITEMS

- SEPTIC SYSTEM
- DRIVEWAY AND DITCHES FOR GAS AND WATER
- TELEPHONE WIRING

# OF PHONE JACKS 5

LOCATION Lvg. Rm.  
LOCATION BED Rm.  
LOCATION BED ROOM  
LOCATION KITCHEN  
LOCATION BASMT.

- CATV WIRING

# OF OUTLETS 5

LOCATION LVO  
LOCATION BED Rm.  
LOCATION BED Rm.  
LOCATION BED Rm.  
LOCATION BASMT.  
LOCATION

- DROP DOWN ATTIC STAIRS
- ADDITIONAL EXHAUST FANS
- CUPPOLA

DATE   /  /  

INITIALS

(OWNER)

(OWNER)

(CONTRACTOR)

## ELECTRICAL - MAIN

- 200 AMP SERVICE ENTRANCE --  OVERHEAD  UNDERGROUND
  - APPROXIMATELY \_\_\_\_' OF TRENCHING
  - BASEMENT SHALL HAVE 3 PORCELAIN LIGHTS SWITCHED FROM TWO POSITIONS
  - ALL WIRING TO MEET NATIONAL ELECTRICAL CODE STANDARDS
  - ONE CEILING LIGHT IN BATHROOM
  - ONE FAN IN BATHROOM
  - ~~ONE~~ KITCHEN CEILING LIGHT - SWITCHED TWO POSITIONS + SINK
  - ~~ONE~~ ONE DINING ROOM LIGHT - SWITCHED TWO POSITIONS
  - ONE CEILING LIGHT IN EACH BEDROOM WITH ONE SWITCH
  - ~~ONE~~ HALL LIGHT - SWITCHED ONE POSITION
  - ONE FOYER LIGHT
  - ONE CEILING LIGHT IN WALK IN CLOSET
  - RECEPTACLES - AS PER N.E.C. REQUIREMENTS
  - TWO OUTSIDE RECEPTACLES
  - ONE BATHROOM RECEPTACLE - GFI
  - ONE ENTRY LIGHT BESIDE FRONT DOOR - SWITCHED ONE POSITION
  - ONE LIGHT BESIDE SLIDING GLASS DOOR - SWITCHED ONE POSITION
  - ONE LIGHT BESIDE CONCEPT DOOR - SWITCHED ONE POSITION
  - ONE SMOKE DETECTOR IN HALLWAY
  - ONE DOORBELL AND BUTTON
  - RANGE HOOD WIRING IN KITCHEN
  - HOOKUP FOR WASHER/DRYER IN Mud Room
  - FAN/LIGHT CEILING BOXES WIRED WITH 14/3 -- SEE SCHEDULE
  - RECESSED CAN LIGHTS LOCATED -- SEE SCHEDULE
  - FLOOD LAMPS -- EXTERIOR
  - CUSTOMER TO SUPPLY LIGHT FIXTURES

## ELECTRICAL - GARAGE

- RECEPTACLE FOR OVERHEAD DOOR OPERATOR(S) # \_\_\_\_\_
  - RECEPTACLES IN WALLS \_\_\_\_\_
  - TWO CEILING LIGHTS - SWITCHED TWO POSITIONS
  - ONE LIGHT BESIDE MAN DOOR (EXTERIOR)

## CUSTOM LIGHTING

- INTERIOR - SEE ATTACHED SCHEDULE  
EXTERIOR - SEE ATTACHED SCHEDULE  
PLATE COLOR

WHITE  BROWN  OTHER \_\_\_\_\_

DATE   /  /

INITIALS

(OWNER):

(OWNER)

**(CONTRACTOR)**

## WINDOW/DOOR SCHEDULE (CONT'D.)

HARDWARE FINISH & STYLE  
 DEAD BOLTS

P. B.

INTERIOR DOOR STYLE

- COLONIST
- FLUSH BIRCH
- SIX-PANEL PINE
- LUAN
- OTHER

HARDWARE FINISH & STYLE P.B. LEVER?

CLOSET DOORS

SWING       BY-PASS       BI-FOLD       OTHER

HARDWARE FINISH AND STYLE P.B. - DUMMIES - LEVER

DATE   /  /    
INITIALS

(OWNER)

(OWNER)

(CONTRACTOR)

FILED 3cc  
11:53 AM AUG 23 2001 Atty DeBois  
SAC  
William A. Shaw  
Prothonotary  
80.00

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11417

**EASTERN COMMERCIAL CONSTRUCTION, INC.**

01-1375-CD

VS.

**KAUFMAN, IRWIN & SHEILA**

**COMPLAINT**

**SHERIFF RETURNS**

**NOW AUGUST 27, 2001 AT 9:44 AM DST SERVED THE WITHIN COMPLAINT ON  
SHEILA KAUFMAN, DEFENDANT AT RESIDENCE, RD# 1, LUTHERSBURG,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHEILA KAUFMAN A TRUE  
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO  
HER THE CONTENTS THEREOF.**

**SERVED BY: SNYDER**

**NOW AUGUST 27, 2001 AT 9:44 AM DST SERVED THE WITHIN COMPLAINT ON  
IRWIN KAUFMAN, DEFENDANT AT RESIDENCE, RD# 1, LUTHERSBURG,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHEILA KAUFMAN, WIFE  
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN  
TO HER THE CONTENTS THEREOF.**

**SERVED BY: SNYDER**

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**Return Costs**

**Cost      Description**

**46.44 SHFF. HAWKINS PAID BY: ATTY.**

**20.00 SURCHARGE PAID BY: ATTY.**

**Sworn to Before Me This**

**10<sup>th</sup> Day Of Sept 2001  
C. A. Hawkins**

**So Answers,**

*Chester Hawkins  
by Marilyn Harris  
Chester A. Hawkins  
Sheriff*

**FILED**

**SEP 10 2001**

**William A. Shaw  
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL DIVISION

EASTERN COMMERCIAL  
CONSTRUCTION INC.,  
Plaintiff

No. 01-1375 C.D.

Vs.

IRWIN KAUFMAN and  
SHEILA KAUFMAN,  
Defendants.

TYPE OF CASE: CIVIL

TYPE OF FILING: ANSWER  
AND NEW MATTER

FILED ON BEHALF OF:  
DEFENDANTS

COUNSEL FOR DEFENDANTS

MARK WHEELER  
PA. SUP. CT. ID # 64335

WHEELER LAW OFFICES  
512 MAIN STREET  
P.O. BOX 176  
REYNOLDSVILLE, PA 15851  
(814) 653-2000  
(814) 653-2200 FAX

**FILED**

SEP 11 2001

William A. Slawik  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL DIVISION

EASTERN COMMERCIAL  
CONSTRUCTION INC.,  
Plaintiff

No. 01-1375 C.D.

Vs.

IRWIN KAUFMAN and  
SHEILA KAUFMAN,  
Defendants.

ANSWER AND NEW MATTER

DEFENDANTS, by and through their undersigned counsel, answers the plaintiff's Complaint, as follows:

1. DENIED defendants have no knowledge of plaintiff's status as a corporation or its principal place of business and strict proof would be required;
2. ADMITTED but defendants aver that their proper address is R.D. #1, Rockton, Pennsylvania, 15856;
3. ADMITTED;
4. ADMITTED;
5. ADMITTED;
6. DENIED--defendants admit that plaintiff worked during this period of time but deny that the house was satisfactorily completed;
7. DENIED --defendants deny any additional work was requested and demand strict proof thereof;
8. DENIED defendants avers all work was done pursuant to the subject contract and that no additional work was requested and demand plaintiff provide strict proof thereof;
9. DENIED --defendant avers that no work outside of the subject contract was requested or authorized and would demand strict proof thereof;

10. DENIED strict proof requested;
11. ADMITTED IN PART AND DENIED IN PART—defendants aver that the plaintiff contacted the bank directly and that the payment on the contract was not authorized because of failure of the plaintiff's work to pass the necessary completion test and was judged to be below minimum standards for competent work;
12. ADMITTED IN PART AND DENIED IN PART—defendants admit that the FINAL payment of the \$12,500.00 was requested but deny that any request for payment of extra work was made and further aver that the first mention of extra work was made as an attempt to force payment on the final contract payment owed upon completion;
13. DENIED strict proof of completion is demanded and defendants further aver that no additional work outside of the scope of the original contract was requested or completed;
14. DENIED defendants aver that the work done by the plaintiff is of such shoddy quality that extensive remedial work will be necessary to complete work undone under the original contract as well as to remove and repair shoddy work done by the plaintiff;

WHEREFORE, the defendants request that this court refrain from awarding the plaintiff's any amount because the work contracted for was never completed and that the work that was done was of inferior quality. Also, the defendants deny ever authorizing any extras or being asked to do the same;

#### NEW MATTER: BREACH OF CONTRACT

15. IRWIN KAUFMAN and his wife, SHEILA KAUFMAN, the herein defendants, aver that they are both adults, *sui juris*, and that they reside at R.D. #1, Rockton, County Of Clearfield, Commonwealth of Pennsylvania;
16. The plaintiff is a corporation organized and existing under the laws of the State of Pennsylvania with a principal place of business at R.D. #1, Box 149D, Brockport, Pennsylvania 15824;
17. The defendants own property in Clearfield County and contracted with the plaintiff for work to be done on said property, the breach of which is the subject matter of this controversy—see said contract marked Defendant's Exhibit One;
18. The plaintiff failed to complete the work as contracted for as the defendant avers there are many uncompleted tasks and many deviations from the contract,

none of which deviations were authorized or which were understood to be extras;

19. The plaintiff failed to do the subject work in a professional manner and much of the work as delivered falls below a minimum acceptable standard within the construction industry;
20. The defendants on numerous occasions requested that these deviations and other unacceptable on uncompleted items be fixed, completed or done within the subject contract but the plaintiff contractor and its agents refused;
21. The defendants have contacted Quality Builders & Remodelers, Inc. and requested that they review the subject contract and give an estimate for the cost of remedial work needed to the subject home to complete the work not completed by the plaintiff and to repair those items which were not correctly built or installed—see copy of said estimate in the amount of \$9,990.00 marked Defendant's Exhibit Two;
22. The defendants aver that they were never told that the plaintiff builder could modify the subject contract without written notice or charge for items that deviated from the contract without a signed agreement and that the plaintiff never discussed extras or charging for the same until after the final payment was not paid;
23. The defendants aver that no such signed writings were ever presented to the defendants by the plaintiff or its agents and that any deviations from the contract were not negotiated for nor approved by the defendants;
24. The defendants aver that they never verbally agreed to any extras or deviations from the subject contract and the plaintiff and its agents never mentioned any extras being involved until after the bank refused to pay the final payment;
25. The defendants aver that when the plaintiffs refused to complete the work contracted for or to repair items which were not correct and workmanlike the defendants contacted the bank and had the loan officer, Laird Ober, inspect the premises.
26. The bank officer, Laird Ober, agreed with the defendants that the work was not complete and that many items were not done correctly and that the refusal of final payment was done with the bank's knowledge and consent;
27. The defendants aver that they have not altered nor repaired any of the work of the plaintiff and that the condition of the house is in the same condition as when the plaintiff quit the premises and stopped work on the same;

28. The defendants aver that the following items are examples of the work either not completed by the plaintiff or work done in a manner below minimum stands for the building industry:

- a. soffit and fascia not installed at all or not installed properly;
- b. gutters and downspouts not installed or not installed properly;
- c. two windows not installed;
- d. roof pitch not as contracted—built at a 5-12 pitch instead of a 6-12 pitch;
- e. repair plumbing supply lines;
- f. repair duct work—not installed correctly and falling down;
- g. repair and replace drywall and paint entire interior of house;
- h. complete finishing work around kitchen cabinets and bathroom cabinets and fixtures;
- i. remove and replace linoleum in kitchen as underlayment was not installed correctly;
- j. paint and finish all interior doors and door jams—never done;
- k. door in hallway supposed to be new—installed with very large scratch and not painted;
- l. prime and paint exterior doors—never done;
- m. plumbing was supposed to be done in copper and was installed in PVC;
- n. HVAC not installed correctly with cold air returns defective and supply ductwork not installed or supported with hangers correctly;
- o. Garage door not trimmed out to seal the door;
- p. Posts to support the porch above the front deck never installed;
- q. Trim around the front porch and deck is damaged, bent and uneven;
- r. Outlet and switch boxed not even and face plates not installed properly to allow access to the same—all must be repaired or replaced;
- s. In master bedroom, plaintiff cut a vent opening that was not used and instead of blocking or repairing this hole, the plaintiff just covered the hole with linoleum;
- t. All basement windows were to be new and plaintiff used old windows;

29. Defendants aver that the cost of repairing and replacing the non-conforming roof is not included on the estimate from Quality Builders & Remodelers and the cost of such a repair is at least \$5,000.00.

30. Defendants would request payment of damages in the amount of \$15,000.00 to pay for the remedial work as outlined as well as the cost of repairing and replacing the non-conforming roof;

31. Defendants aver that there may be additional non-conforming work which has not been discovered yet and would request that the court allow them to include the costs of repair for any undiscovered damage or the cost of remedial work thereof;

WHEREFORE, the defendants would request that this Court refrain from granting any judgment to the plaintiff in any amount and that this Court deny plaintiff's request for any relief upon the premise that the defendants owe for non contracted for extras and further request damages to repair the mistakes of the plaintiff and to complete the work as contracted for and to award interest and attorney's fees.

#### NEW MATTER: FRAUD

32. the defendants incorporate all prior averments of fact herein by present reference hereto as though the same were outlined at length herein;
33. the defendants aver that the plaintiff and its agents lacked the education, training, experience or ability to deliver the services contracted for subject to the contract attached and marked as Defendant's Exhibit One;
34. the defendants aver that the plaintiff and its agents knew or should have known that the work contracted for was above and beyond their ability to perform and that any work done or delivered would not be first quality and did materially misrepresent the quality of work product and service and that the plaintiff and its agents were capable of;
35. the defendants aver that the defendants, IRWIN KAUFMAN AND SHEILA KAUFMAN, did detrimentally rely on the misrepresentations of the plaintiff in deciding to contract with the plaintiff for the subject work and the defendants would not have entered into the subject agreement had it not been for the fraudulent misrepresentations of the plaintiff and its agents concerning their abilities to perform on the subject agreement;
36. the defendants aver that the subject misrepresentations were willful, wanton and made with the purpose of creating reliance on the part of the defendants;
37. the defendants relied on the misrepresentations of the plaintiff and its agents and were stuck with a defective home and have been forced to live in the same for over one year;
38. the defendants notified the plaintiff and its agents that the defendants were not satisfied with their performance on the contract;

39. the plaintiff and its agents refused to cure the defects but rather threatened to sue for the final payment plus additional monies for "extra" work which was never mentioned at any time during the "contracted for" work being done on the house.
40. the defendants request punitive damages to be awarded because of the plaintiff's fraudulent conduct;

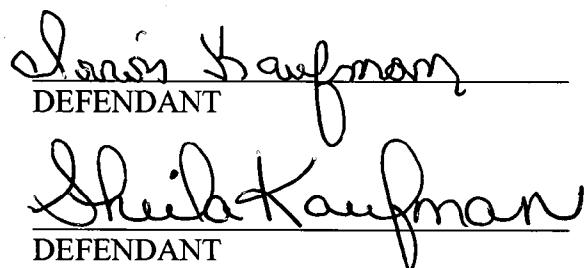
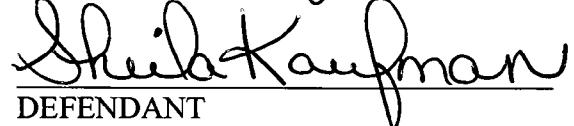
WHEREFORE, the defendant would request that the Court refrain from granting the plaintiffs a judgment of any amount and grant a judgment in favor of the defendants for punitive damages in an amount deemed reasonable by the court.

RESPECTFULLY SUBMITTED:

  
\_\_\_\_\_  
WHEELER LAW OFFICES

DEFENDANT'S VERIFICATION

We verify that the statements in the foregoing ANSWER AND NEW MATTER are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
DEFENDANT  
  
\_\_\_\_\_  
DEFENDANT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL DIVISION

EASTERN COMMERCIAL  
CONSTRUCTION, INC.,  
Plaintiff.

No. 01-1375 C.D.

Vs.

IRWIN KAUFMAN and  
SHEILA KAUFMAN,  
Defendants.

CERTIFICATE OF SERVICE

I, Mark Wheeler, attorney for the defendants, hereby certify that I have caused to be served upon the attorney for the Plaintiff a true and correct copy of the foregoing Answer and New Matter, by first class mail, postage prepaid, CERTIFIED, RETURN RECEIPT REQUESTED, at the address indicated.

Jeffrey S. DuBois, Esquire  
C/o Hanak, Guido, & Taladay  
498 Jeffers Street, P.O. Box 487  
DuBois, PA 15801

WHEELER LAW OFFICES

  
\_\_\_\_\_  
MARK WHEELER, ESQ.

Lend  
Construction Specification Report

Name Irawin Kauffman Telephone No. \_\_\_\_\_  
Property Address RD Rockton  
Contractor Eastern Commercial Construction

General Information:

Lot: Location \_\_\_\_\_  
Frontage \_\_\_\_\_ When Purchased \_\_\_\_\_ Price \$ \_\_\_\_\_  
Type of Home:  Stick;  Pre-cut;  Modular;  Doublewide  
Style:  Ranch;  Two-story;  Raised Ranch;  Split Level;   
Manufacturer: N/A Model N/A  
House size 27 x 48 x 1 = 1296 sq. ft.  
18 x 14 x 1 = 252 sq. ft.  
x x = 0 sq. ft.  
Total Living Space 1548 sq. ft.  
Total rooms 6: 3 bedrooms; 1 baths; other \_\_\_\_\_  
Garage:  
Type  Attached;  Integral;  Detached;  Carport;  None  
Size: x = 0 sq. ft.

FOUNDATION:

Type:  full;  partial 'x';  crawlspace;  pilings;  slab;  
 other  
Footer: depth 16"; thickness 8"  
French Drains:  Yes;  No; material 4" 1500# crush drain Pipe 16" GRAVEL  
Basement: Walls  concrete block; " poured concrete;  reinforced;  
 other ( ) outside entrance  
Basement Floor  concrete;  reinforced; other \_\_\_\_\_  
Basement Drains:  Yes;  No; 1 number;  sump pump

SEWAGE AND WATER SYSTEMS:

Type:  city;  septic system;  leechfield;  sand mound;  other  
Type:  city;  well;  spring; other \_\_\_\_\_

BUILDING MATERIALS:

Flooring:  
Type:  wood construction; " concrete slab; other \_\_\_\_\_  
Main Beams: material N/A Block wall  
Floor Joists: 2 "x 10 " mat'l. wood spaced 16 " o.c.; max. span \_\_\_\_\_  
Subfloors: 4 "x 8 "x 1/4 " mat'l. TLG 0.5.0.  
Underlayment: 4 "x 8 "x 1/4 " mat'l. underlayment for vinyl flooring  
Finish Flooring:  hardwood;  carpeting; max. allowance per sq. yd. \$4.75  
 other \_\_\_\_\_

Exterior Walls:  
Top Plate: material 2x6 spaced  
Bottom Plate: material 2x6 spaced  
Window and door headers: material spaced  
Studding: 2 "x 6 " mat'l. spaced, spaced 16 " o.c.  
Sheathing: 4 "x 8 "x 1/16 " mat'l. sheath  
Siding: material vinyl siding  
Insulation: 4x6 R 19 " mat'l. thermav, house wrap  
Wall Finish: 1/2 " drywall;  plaster;  paneling;  attic vents;  
 other \_\_\_\_\_

Interior Partitions:  
Studding: 2 "x 4 " mat'l. spaced, spaced 16 " o.c.  
Wall Finish: 1/2 " drywall;  plaster;  paneling;  other \_\_\_\_\_

Ceilings:  
Ceiling Joists: 2 "x 6 " mat'l. spaced, spaced 16 " o.c.; max. span 27  
Insulation: 6" " mat'l. Fiberglass  
Ceiling Finish: 1/2 " drywall;  plaster;  acoustical tile  
 other \_\_\_\_\_

ROOFING:

Type:  gable;  hip;  mansard;  gambrel;  flat.  
 Pitch: 6/12  
 Rafters: 12" x 6" x 8" x 10" " mat'l. spaced 24" " o.c.  
 Trusses: 2" x 6" x 8" x 10" " mat'l. spaced 24" " o.c.  
 Sheathing: 4" x 8" x 10" 1/8" " mat'l. strand  
 Insulation: 6" mat'l. Fibon  
 Soffits: 12" mat'l. Vynol 5 vinyl  
 Roofing material: Asphalt shingles  built-up roofing  
 Flashing Material: Alum.  
 Attic Ventilators: ridge vents; Ridge Vents: \_\_\_\_\_; Other: \_\_\_\_\_

Gutters and Downspouts:

Gutter material:  aluminum;  plastic;  galvanized;  
 other \_\_\_\_\_  
 Downspouts connected to:  storm sewer;  dry well;  open to yard;  
 other \_\_\_\_\_

Windows:

Type:  double hung;  casement;  other \_\_\_\_\_  
 Material:  wood;  aluminum;  steel;  perma-shield;  
 other Vynol  
 Glass:  single pane;  double pane;  triple pane  four pane  
 Make: PRO CRAFT  
 Special Windows:  bow;  bay;  other \_\_\_\_\_  
 Accessories:  storm windows;  screens;  other shutters

Doors:

Interior: Type	<u>3/4" 2/6</u>	; material <u>MASONITE/GRIN</u>	thickness <u>1 3/8"</u>
Exterior: Type	<u>3/4" 3/0</u>	; material <u>MASONITE STEEL</u>	thickness <u>1 3/8"</u>
Special Doors:	sliding glass;	storm doors;	other _____

Trim:

Windows & Doors: Type	<u>CASE</u>	material	<u>SPACER</u>
Molding: Type	<u>CASE</u>	material	<u>SPACER</u>

Stairs:

Basement: material	<u>Pre-Fab</u>
Main: material	_____
Attic: material	_____

Kitchen:

Wall Cabinets: material	_____	lineal feet	_____
Base Cabinets: material	_____	lineal feet	_____
Counter top: material	_____	lineal feet	_____
Sink: <input type="checkbox"/> stainless steel; <input type="checkbox"/> porcelain; <input type="checkbox"/> double bowl; <input type="checkbox"/> single bowl	_____	_____	_____
Spigots: Type: <input type="checkbox"/> single; <input type="checkbox"/> double; Make	_____	_____	_____
Built Ins: <input type="checkbox"/> disposal; <input type="checkbox"/> compacter; <input type="checkbox"/> dishwasher; <input type="checkbox"/> range; <input type="checkbox"/> oven; <input type="checkbox"/> hood/fan; <input type="checkbox"/> m. oven; <input type="checkbox"/> refrigerator; <input type="checkbox"/> other	_____	_____	_____

PLUMBING:

Water pipes: <input type="checkbox"/> copper; <input type="checkbox"/> galvanized; <input type="checkbox"/> plastic	_____		
House drain: size	<u>4"</u>	<input type="checkbox"/> copper; <input checked="" type="checkbox"/> plastic; <input type="checkbox"/> cast iron	_____
Hot water heater:	<u>40</u> gal	Make	_____
Special hook-ups:	<u>2</u> outside spigots; <input type="checkbox"/> laundry tub; other	_____	_____
	dryer vent; <u>Vynol</u>	gas line for dryer	_____

BATHROOMS:

Number: <u>1</u> ; <input checked="" type="checkbox"/>	full;	three-quarter;	half
Sinks: <u>1</u> ; <input type="checkbox"/> pedestal; <input type="checkbox"/> drop-in; <input type="checkbox"/> undermount	_____	_____	_____
Spigots: <u>1</u> ; <input type="checkbox"/> high; <input type="checkbox"/> low; <input type="checkbox"/> deck	_____	_____	_____
Toilets: <u>1</u> ; <input type="checkbox"/> tankless; <input type="checkbox"/> tank; <input type="checkbox"/> pedestal	_____	_____	_____
Bathtubs: <u>1</u> ; <input type="checkbox"/> drop-in; <input type="checkbox"/> corner	_____	_____	_____
Stall Shower: <u>1</u> ; <input type="checkbox"/> wall; <input type="checkbox"/> corner; <input type="checkbox"/> walk-in	_____	_____	_____
Medicine Cabinets: <u>1</u> ; <input type="checkbox"/> wall; <input type="checkbox"/> recessed; <input type="checkbox"/> built-in	_____	_____	_____
Vanities: <u>1</u> ; <input type="checkbox"/> pedestal; <input type="checkbox"/> drop-in; <input type="checkbox"/> undermount	_____	_____	_____
Heater-Light-Fan Units: <u>1</u> ; <input type="checkbox"/> recessed; <input type="checkbox"/> built-in	_____	_____	_____
Floor cover: <input checked="" type="checkbox"/> linoleum; <input type="checkbox"/> tile; <input type="checkbox"/> carpet; <input type="checkbox"/> other	_____	_____	_____

HEATING:

Fuel:  gas;  electric;  oil;  coal;  wood;  other \_\_\_\_\_  
 Type:  forced-air;  hot water;  heat pump;  other \_\_\_\_\_  
 Type:  wall radiators;  baseboard radiators;  other \_\_\_\_\_  
 System output: \_\_\_\_\_ BTuh; No. of zones \_\_\_\_\_;  Auto. Thermostats

AIR CONDITIONING:

central;  other \_\_\_\_\_;  none; Location of Unit \_\_\_\_\_

ELECTRICAL:

Type:  underground;  overhead  
 Service: 200 amp;  fuse box;  circuit breaker  
 Wiring: \_\_\_\_\_ minimum guage  
 Outlets: average per room 6  
 Special hook-ups: \_\_\_\_\_ outside outlets;  outlet for washer & dryer;  
 doorbell;  attic fan;  closet lights; Other \_\_\_\_\_  
 Fixtures: Total No. inside 7; outside 3; allowance for fixtures \_\_\_\_\_

SPECIAL EQUIPMENT:

Automatic washer;  Automatic dryer;  Central Vacuum;  Other \_\_\_\_\_

PORCHES & PATIOS:

Dimensions 5' x 9.0'; material concrete  covered;  open  
 Dimensions 13'6" x 18'; material wood  covered;  open  
 Special Features Pressure Treated wood

CARAGE:

Integral;  Attached;  Detached;  Car Port;  Other \_\_\_\_\_  
 Dimensions \_\_\_\_\_'x \_\_\_\_\_'; No. of doors \_\_\_\_\_; Auto. Door Opener \_\_\_\_\_

Other Features:

Driveway Material \_\_\_\_\_; No. of Sluice pipes \_\_\_\_\_; Material \_\_\_\_\_

MASONRY:Fireplace:

Type:  Contractor Built;  prefab;  1-story;  2-story

Material:  brick;  stone;  other \_\_\_\_\_

No. of flues \_\_\_\_\_;  Gas Starter

Special Features \_\_\_\_\_

Walks: width \_\_\_\_\_; material \_\_\_\_\_; thickness \_\_\_\_\_

Driveways: width \_\_\_\_\_; material \_\_\_\_\_; thickness \_\_\_\_\_

MISCELLANEOUS:

(Describe any main dwelling materials, equipment, or construction items not shown elsewhere):  
 5' x 18' x 8' garage

LANDSCAPING:

Yard:  fill;  rough graded;  top soil;  finished graded;  seeded;  
 shrubbery

OTHER ONSITE IMPROVEMENTS:

(Specify any exterior onsite improvements not described elsewhere including items such as unusual grading, drainage structure, retaining walls, fencing, railings, and accessory structures):  
 \_\_\_\_\_

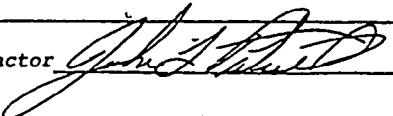
WE HEREBY CERTIFY that the above described property will be constructed in accordance with the specifications described herein.

Date \_\_\_\_\_

Owner

Date 5-31-00

Owner

Contractor 

# **Quality Builders & Remodelers, Inc.**

Box 62, DuBois Mall, DuBois, PA 15801

Phone (800) 286-7561 or (814) 371-7561 • Fax (814) 371-5125

Name of Buyer IRWIN KAUFMAN Date 4-3-61  
Address Box 235 R.D. #1 SUNSET RD. Phone 583-5916  
City RUCKTOWN County CLFD. State PA.

In Accordance with Specifications Given Below:

- 1) Furnish + Install 67' of New Soffit to house, Furnish + Install 188' of Liver Fascia, Fascia needs Removal. New Fascia to be快交 Union present DNG edge. Total cost of Fascia + soffit \* 1400.
  - 2) Furnish + Install (5) Five post to front porch area. \* 140.
  - 3) Custom cap garage. Down frame + fix. siding. Total cost \* 150.
  - 4) Furnish + Install new gutter and downspout, 155' Total cost \* 620.
  - 5) Furnish + Install (2) Two new vinyl Sliding windows \* 300.
  - 6) Finish Around all vanity's, sinks + counters, seal with silicone around all sinks, Furnish + Install kick plates on vanity, secure base cabinets in kitchen. Total cost \* 500.
  - 7) Remove Linoleum in kitchen, Re-nail sub-floor Nails are popping. Furnish + Install new Linoleum Total cost \* 100.
  - 8) Furnish + Install 10 pairs of vinyl shutters total cost \* 750.
  - 9) Repair plumbing to house, same plumbing Re-lining in wrong direction. NEEDS Removal and Re-installation, also some traps are currently leaking. Total cost \* 1500. Also cut out for two cold air returns. L. return new tank.
  - 10) Fix all drywall seams on house walls + ceiling, also Nails are popping in some areas, all drywall will need repair and entire house repainted. Total cost \* 2,850.

**Cash Price** 9,990.00 **TOTAL COST OF REPAIRS** \$

Deposit Cash-Check \$ \_\_\_\_\_

Payment on Completion \_\_\_\_\_ \$ \_\_\_\_\_

Or balance to be financed pursuant to a Home Improvement Installation Contract to be entered into between Seller and Buyer prior to completion of the work.

No work shall be done except as specified above and NO VERBAL AGREEMENTS WILL BE RECOGNIZED. The undersigned intend to be legally bound hereby.

## **Quality Builders & Remodelers, Inc.**

**"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."**

Quality Builders & Remodelers Inc. <sup>T</sup>  
(Name of Seller) (SEAL)

Approved By John J. Gaskins (Name) (Title)

**(Signature of Person)**

FILED  
SEP 1 1959  
FAY WHEELER  
C. O. 2

William A. S.  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL DIVISION

EASTERN COMMERCIAL,  
CONSTRUCTION, INC.,  
Plaintiff,  
vs.  
IRWIN KAUFMAN and SHIELA  
KAUFMAN,  
Defendants.

: No. 01-1375-CD  
:   
: TYPE OF CASE: CIVIL  
:   
: Type of Pleading:  
: PRAECIPE TO DISCONTINUE  
:   
: FILED ON BEHALF OF:  
: DEFENDANTS  
:   
: COUNSEL FOR DEFENDANTS  
: MARK A. WHEELER, SR.  
:   
: PA. SUP. CT. ID # 64335  
: WHEELER LAW OFFICES  
: 512 Main Street, PO Box 176  
: Reynoldsville, PA 15851-0176  
: (814) 653-2000  
: (814) 653-2200 FAX  
: wheeler7@penn.com  
:

FILED

AUG 15 2003

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL DIVISION

<b>EASTERN COMMERCIAL,</b>	:	<b>No. 01-1375-CD</b>
<b>CONSTRUCTION, INC.,</b>	:	
<b>Plaintiff,</b>	:	
	:	<b>TYPE OF CASE: CIVIL</b>
<b>vs.</b>	:	
	:	
<b>IRWIN KAUFMAN and SHIELA</b>	:	
<b>KAUFMAN,</b>	:	
<b>Defendants.</b>	:	

**PRAECIPE TO DISCONTINUE**

**TO THE PROTHONOTARY:**

Discontinue Defendants, Irwin Kaufman and Shiela Kaufman's Counterclaim concerning the above-captioned civil action due to an agreement and amicable resolution reached by all the Parties.

**Respectfully Submitted:**

DATE: 13 AUGUST '03

  
Mark A. Wheeler  
Law Offices of Mark A. Wheeler, Sr.

FILED 10cc  
m 11-21-03  
AUG 15 2003  
COPY OF DISC. TO MURRAY  
Clerk

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CCOPY

CIVIL DIVISION

**Eastern Commercial Construction, Inc.**

Vs. **No. 2001-01375-CD**  
**Irwin Kaufman**  
**Sheila Kaufman**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 15, 2003, marked:

Irwin Kaufman and Sheila Kaufman's Counterclaim concerning the above-captioned civil action discontinued

Record costs in the sum of \$80.00 have been paid in full by Jeffrey S. DuBois, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of August A.D. 2003.

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William A. Shaw, Prothonotary