



**Duramen Builds**  
Remodel & Construction

360-860-2225  
<https://duramenbuilds.com>  
12468 NE Paul Dr. Kingston, WA 98346

**PRE-CONSTRUCTION SERVICES AGREEMENT**

This Pre-construction Services Contract (“Contract”) is entered into by and between the Owner noted below and Duramen Builds, LLC, (“Contractor”). In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor agree as follows:

**A. Parties**

Owner(s):	John Smith
Owner(s) Address:	123 Fake St. Kingston, WA 98346
Parcel Number:	1234567
Owner(s) Telephone:	(360) 123-4567
Contractor:	Duramen Builds, LLC

**B. Preconstruction Services**

1. Preconstruction services to be provided by Contractor may include, as necessary:

- Cost and budget estimation
- Meetings with clients.
- On-site evaluation.
- Review / research project with local building officials
- As-built drawings.
- Coordinate professional service providers.
- Pulmonary budget development.
- Development of design plans and product selection.
- Design, engineering and architectural review and feedback, including review of conceptual and working drawings during their preparation and related measurements for cohesive implementation.
- Project planning, including without limitation scheduling, estimation, and construction phasing.
- Lump sum investment amounts- NO line-item breakdowns.
- Construction proposal and specifications.
- Monitoring progress on other preconstruction activities; and
- Providing input as needed to Owner.

**C. Compensation and Payment Schedule**

1. Owner(s) shall pay Contractor \$120.00 per hour for direct in-house labor, [Remodeling Consultant, Designer, Project Developer, Tradesmen]
2. Owner(s) shall pay Contractor a \$4,800 deposit to secure the contract and cover expenses related to the preconstruction services.
3. Owner(s) shall pay in monthly installments as Contractor's work on the Preconstruction Services progresses. The Contractor shall provide each monthly payment required in writing and it shall be due upon receipt. When the Contractor completes the Preconstruction Services, the remainder of the outstanding balance will be due at time of completion.
4. Once the Preconstruction Services are complete and the contract is fulfilled, the hours plus related expenses, minus the deposit determines the final bill.

**D. Trade Contractors, Professional Services & Materials**

- Invoices for Trade Contractors & Professional Services for the project will be billed through Duramen Builds.
- Professional Service providers for your specific project include but may not be limited to: Registered Architect, Professional Engineer, Civil Engineer, Registered Surveyor, Legal Counsel, etc.
- Materials such as copies, prints etc.

**Credit Card Terms**

- We accept personal credit cards (MasterCard and VISA only) with an additional 3% convenience fee.

**E. Miscellaneous**

1. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees nor contract personnel are, or shall be deemed, the Client's employees.
2. This Agreement, along with any attachments or addendums, represents the entire pre-construction agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Parties.
3. If any provision of this Agreement should be found invalid or unenforceable, that provision should be severed from the Agreement and shall have no effect on the remaining provisions of this agreement.
4. This Agreement is subject to the laws and regulations of the State of Washington.

**The parties hereto have caused this Contract to be executed as of the date last written below:**

**Owner(s):**

**Contractor:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
John Heuerman

Duramen Builds, LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_