



Duramen Builds

360-860-2656

<https://duramenbuilds.com>

12468 NE Paul Dr., **Kingston**, WA 98346

TIME & MATERIALS CONSTRUCTION AGREEMENT

This Time & Materials Construction 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. Project

Contractor shall furnish labor and materials for the following, which shall be referred to herein as the “Project” (“Scope of Work” and “Project” are terms used interchangeably in this Contract):
See **Exhibit A**.

C. Price & Payments

1. Owner shall pay Contractor for the sum of the cost of the work, including the costs identified in Section 4, below (“Cost”). All costs will be subject to markup of thirty percent (30%) to represent Contractor’s fee for project execution.
2. The Cost shall be paid as incurred on a weekly basis upon receipt by Owner of the Contractor’s invoice for each week. **Owner, please note:** with this Time and Materials Construction Contract, the weekly payment will likely fluctuate depending on the cost of materials and labor for each week.
3. To begin the Project, Owner agrees to pay \$_____ as an advance down payment for the Project. The down payment shall be credited toward the final bill for the Project. If the down payment exceeds the final bill, the amount in excess shall be refunded to the Owner.

4. The following costs **SHALL** be included in calculating the cost of work for the Project:
 - a. Materials
 - b. Contractor's labor, calculated at \$120 per hour;
 - c. Salaries, wages, hourly rates, and other overhead expenses of Contractor's employees for on-site work, or work performed elsewhere if specifically approved by the owner;
 - d. Payments made by Contractor to Subcontractors;
 - e. Costs of machinery, equipment, and hand tools not customarily owned by Contractor or Subcontractors if consumed in the performance of work;
 - f. Rental of equipment, machinery, or other items necessary to complete the Project;
 - g. All fees and expenses related to securing building permit or other permits, licenses, or inspections necessary;
 - h. Other costs incurred to the extent that they were approved in writing by Owner.

5. The following costs **SHALL NOT** be included in calculating the cost of work for the Project:
 - a. Salaries, wages, hourly rates, other overhead expenses of Contractor's personnel unrelated to the Project;
 - b. Contractor's expenses unrelated to the Project;
 - c. Costs related to Contractor's negligence or failure to fulfil a specific responsibility, as well as those by any Subcontractors or Suppliers on the Project;
 - d. Costs not otherwise provided for in Section 4 of this Contract.
 - e. Maintenance or replacement of Contractor's non-consumable tools/equipment.

6. Contractor and Owner agree that, if payment is not made according to the above terms, Contractor is entitled to stop work until payment is current and up to date.

D. Term & Schedule

1. Contractor will begin work on (date)_____.

2. Contractor estimates the Project will be complete within ____ days weeks months from the beginning of work. Owner acknowledges this time period is an estimate and may change depending upon unforeseen circumstances, including but not limited to, materials arriving damaged or incorrect materials. Contractor shall make a good faith reasonable effort to keep Owner apprised of circumstances Contractor reasonably believes will require additional time to complete the Project.

E. Contractor's Work

1. Drawings, plans, and/or specifications for this project (“Drawings”), if applicable, are attached. If attached, Contractor and Owner agree that they have carefully examined the Drawings and agree that they are complete and accurate.
2. Contractor shall have reasonable access to Owner’s property necessary and convenient to perform work on the Project.
3. Contractor shall advance payment for all necessary permits for the construction of the Project, but Owner shall reimburse Contractor for said fees and shall pay Contractor for labor expended in obtaining necessary permits. Contractor holds all necessary licensing to perform the work required for this Project and will only hire Subcontractors who are properly licensed, if any. Owner agrees to help Contractor obtain any necessary licensing or permitting if cooperation by the Owner is required to obtain said permit or license.
4. Contractor shall have sole and absolute discretion in hiring subcontractors, suppliers, and other persons furnishing any work for this Project. Owner shall not hire their own subcontractors under any circumstances while Contractor works on the Project.
5. Contractor shall be solely responsible for securing materials and equipment for the Project.
6. Force Majeure/Acts of God. In the event either party is unable to perform its obligations under the terms of this Contract, despite having taken commercially reasonable precautions, because of acts of God, interruption of electrical power or other utilities, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable to the other for any damages resulting from such failure to perform or otherwise from such causes. The Parties shall notify each other as soon as reasonably possible following the occurrence of an event described in this subsection.
7. Change Orders. Any alteration to the Project must be agreed to by the Owner and Contractor in writing. Owner acknowledges and agrees that any alteration to the Project may result in changes in the cost to the Owner and the time required to complete the Project, and by agreeing to the change(s) or alteration(s) to the Project, Owner shall pay the additional cost (if any) and shall agree to the change in time estimated to complete the Project.
8. Owner shall have the right to inspect the property during reasonable times to the extent that it does not materially affect Contractor’s ability to perform work on the Project.
9. Owner acknowledges that Contractor will create one or more work areas that may contain materials, tools, and other items in order to perform necessary work. Owner further acknowledges such work areas can be dangerous or otherwise present a safety hazard. In the interest of safety, Owner agrees they, their family, or anyone else allowed onto Owner’s property shall not enter these work areas without the Contractor’s supervision.

10. Contractor agrees to leave the job site in "broom clean" condition, clean and free of debris, equipment, materials, etc. at the completion of the Project.

F. Warranty

1. Contractor warrants to the Owner that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by this Contract, that the work will be free from faults and defects not inherent in the quality required or permitted, that the materials, equipment and work will conform with the requirements of this Contract, and that the work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to the Agency. This warranty excludes remedy for damage or defect to the extent caused by (i) abuse by anyone other than the Contractor or those for whose acts the Contractor is responsible, (ii) modifications not approved or executed by the Contractor or subcontractors, (iii) improper or insufficient maintenance or operation not the fault of the Contractor or those for whose acts the Contractor is responsible, (iv) normal wear and tear, or (v) other activity that renders a relevant aspect of the Project defective by no fault of the Contractor.

G. Termination

1. By Owner. If the Contractor breaches any obligation created by this Contract or the attached Drawings (if any), Owner may give the Contractor a Notification of Breach which provides Contractor notice identifying the breach, in writing. Upon receipt of such Notification of Breach, Contractor will have seven (7) days to take action to cure the breach, and shall provide Owner a reasonable time frame in which the breach may be cured. If the breach cannot be cured within said reasonable time frame, the Owner shall be entitled to terminate this Contract and take possession of the Project. Contractor shall have the right to payment for all work performed prior to the date this Contract is terminated.
2. By Contractor. If the Owner breaches any obligation created by this Contract, excluding breaches for Owner's failure to pay amounts due pursuant to this Contract, Contractor may give the Owner a Notification of Breach which provides the Owner notice identifying the breach, in writing. Upon tender of such Notification of Breach, Contractor shall have the right to stop work immediately. Upon receipt of such Notification of Breach, Owner will have seven (7) days to take action to cure the breach. If said breach cannot be cured within a reasonable time after Contractor gives the Owner the Notification of Breach, the Contractor shall be entitled to terminate this Contract. If the Owner breaches an obligation to pay sums due under this Contract, Contractor may give the Owner a Notification of Breach which provides the Owner notice identifying the breach, in writing. Upon tender of such Notification of Breach, Contractor shall have the right to stop work immediately. Upon receipt of such Notification of Breach, Owner will have seven (7) days to cure the breach. If said breach for non-payment is not cured within seven (7) days, the Contractor

shall be entitled to terminate this Contract. In any case of any breach, Contractor shall have the right to payment for all work performed prior to the date this Contract is terminated.

H. Miscellaneous

1. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Owner's employees.
2. This Contract, along with any attachments or addendums, represents the entire Contract between the parties. Therefore, this Contract supersedes any prior Contracts, promises, conditions, or understandings between the parties.
3. If any provision of this Contract should be found invalid or unenforceable, that provision should be severed from the Contract and shall have no effect on the remaining provisions of this Contract.
4. This Contract is subject to the laws and regulations of the State of Washington.
5. Owners agrees to review and sign the Model Disclosure Statement attached hereto and incorporated herein by reference as **Exhibit B**.

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

Owner(s):

Contractor:

Print Name: _____

John Heuerman

Date: _____

Duramen Builds, LLC

Date:

Print Name:

Date:

Exhibit A- Project / Scope of Work

Job Prep:

Apply for permits.

On site visit to confirm measurements and scope of work.

Order and stage materials.

Take measures towards dust control and floor protection as needed.

Production:

Build according to plans.

Pass inspection.

Finish:

Job site cleanup.

Perform Final walkthrough with homeowner.

NOTES:

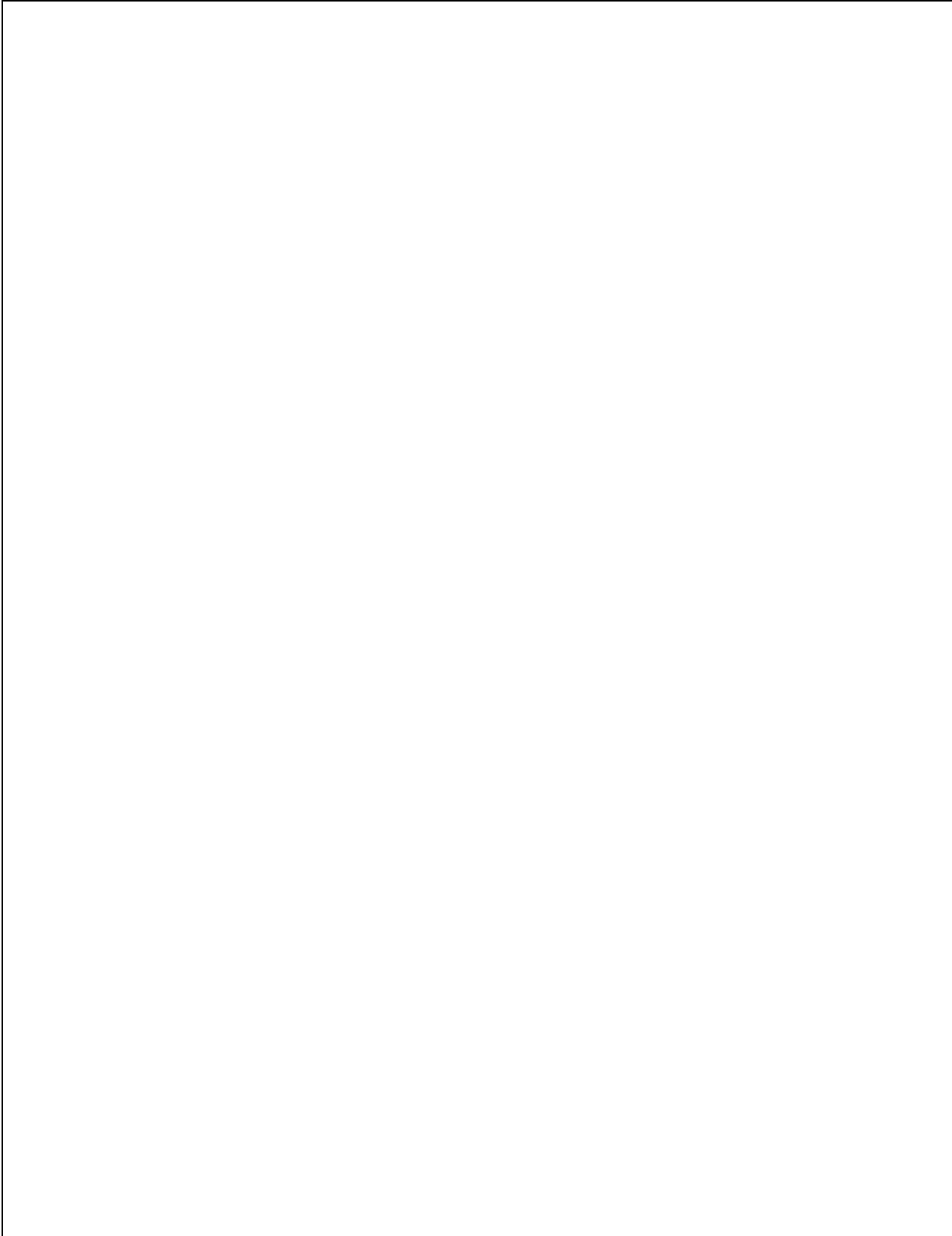


Exhibit B- Model Disclosure Statement

Department of Labor and Industries
Contractor Registration



**Disclosure Statement
Notice to Customers**

Business Name: Duramen Builds, LLC

This contractor is registered with the state of Washington, registration No. **605006797** has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor’s business. The expiration date of this contractor’s registration is 4/1/2025

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$1,000,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL “LIEN RELEASE” DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Dated this _____ day of _____ of the year _____.

Print Name:

The contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years and produce a signed or electronic signature copy of the disclosure statement to the department upon request.

For more information, please refer to RCW 18.27.114.