

AGREEMENT BETWEEN OWNER AND CONTRACTOR

SMALL CONSTRUCTION PROJECT

TIME AND MATERIALS

This Agreement ("Agreement"), effective as of \_\_\_\_\_, is made by and between \_\_\_\_\_ ("Buyer"), and \_\_\_\_\_ ("Contractor"). Buyer and Contractor are individually referred to as "Party" and collectively referred to as the "Parties".

Buyer and Contractor agree as follows:

ARTICLE 1. THE CONTRACT

- 1.01 Contractor shall construct \_\_\_\_\_ as described in Attachment 1 hereto, Description of Work, Incorporated herein. The intent is that Contractor will furnish all materials, services, supplies, and equipment and will complete all activities necessary for a completed project, consistent with all governmental requirements, except for plants and landscaping.
1.02 Contractor shall obtain all required governmental permits and licenses, and arrange for any required inspections upon completion.
1.03 Buyer may direct the Contractor to change the schedule, quantity, materials, method or manner of performance of the Work. If any change ordered by Buyer causes an increase or decrease in the Contract Sum or time of performance, an equitable adjustment shall be made in the Contract Sum or time of performance.
1.04 Contractor represents that it is registered by the Department of Labor and Industries in accordance with RCW 18.27.020. Contractor's registration number is \_\_\_\_\_.

ARTICLE 2. TIME OF COMMENCEMENT, COMPLETION AND INCENTIVE PAYMENTS

- 2.01 Contractor shall complete construction no later than\_\_\_\_\_.

ARTICLE 3. CONTRACT SUM

3.01 As full compensation for satisfactory performance of all Contractor's obligations under this Contract, Owner shall pay Contractor upon completion the estimated amount of \_\_\_\_\_ (\$\_\_\_\_\_) (the "Contract Sum") plus Washington Sate sales tax, based upon the following rates and charges:

Table with 2 columns: Item and Rate. Items include Direct Labor, Labor Burden, Materials, Materials Markup, Overhead and Profit, Subcontractor costs, Subcontractor markup, and Bonds and insurance. Rates include Actual cost, percent of Labor, percent of Materials, percent of the sum of Direct Labor, Labor Burden, Materials, and Materials Markup, Actual cost, percent of Subcontractor cost, and percent of sum of Direct Labor, Labor Burden, Materials, Materials Markup, subcontractor costs, and subcontractor markup.

3.02 Pursuant to RCW 60.28.101 and RCW 39.08.010, Owner shall retain fifty percent (50%) of the sum due until the later of (1) thirty (30) days following final acceptance by Owner of the work, or (2) receipt of releases from the Department of Revenue and Department of Labor and Industries. (Attachment 2).

**ARTICLE 4. PREVAILING WAGES**

Contractor shall comply with Chapter 39.12 RCW, Prevailing Wage Act (“Act”). As required by the Act, Contractor shall submit Section 00620, Statement of Intent to Pay Prevailing Wages (Attachment 3), and Section 00630, Affidavit of Wages Paid (Attachment 4).

**ARTICLE 5 ACCESS TO SCHOOL**

- 5.01 Prior to entering the school site Contractor shall receipt approval from the school Principal.
- 5.02 Contractor shall comply with all school requirements and directives while on sit. Work must be scheduled with the approval of the school Principal.
- 5.03 Contractor shall not leave equipment or materials on site without prior approval by school Principal.

**ARTICLE 6 INSURANCE AND INDEMNIFICATION**

- 6.01 Contractor shall, at its own expense, secure and maintain Commercial General Liability (including {Products/Completed Operations) and contractual Liability coverage of at least one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate. Without limiting the foregoing, such insurance shall be written on an “occurrence” and not a “claims made” form, and shall cover claims under worker’s compensation or disability benefits acts, claims for bodily injury or death or employees or third parties, claims for property damage, and claims arising out of the ownership, maintenance or use of any motor vehicle.
- 6.02 Section 00660, Indemnification Certificate, is incorporated herein and made a part of this Agreement as Attachment 5.

**ARTICLE 7 - NOTICES**

- 7.01 All correspondence, requests, notices, and other communications to Owner, in relation to this agreement, shall be in writing and be delivered to:
  
- 7.02 All correspondence, requests, notices, and other communication to Contractor, in relation to this agreement, shall be in writing and be delivered to:
  
- 7.03 Either party may change such address by giving notice to the other Party in accordance with the provisions of this Article.

**ARTICLE 8. MISCELLANEOUS**

- 8.01 This Agreement shall be governed by Washington law. Contractor agrees to comply with all applicable laws, regulations and other governmental requirements, including but not limited to, governmental requirements relating to prevailing wages, wage and hour laws, nondiscrimination, safety and construction permits.

8.02 Contractor agrees to assign to the Seattle Schools all equipment and supplier warranties upon completion of the work.

BUYER

CONTRACTOR

\_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_