

CONSTRUCTION CONTRACT

CONTRACTOR: ALL AROUND MAINTENANCE INC.
3502 NW 289th ST
Ridgefield, WA 98642

OWNER: LAKEVIEW CONDO OWNERS ASSOCIATION
5620 NE Gher Rd. #H
Vancouver, WA 98662

RECITALS

1. All Around Maintenance Inc. ("Contractor"), intends to provide construction maintenance and repair services for Lakeview Condo Owners Association ("Owner") located at 2102 NW Kelly Dr, Unit 15, Vancouver, WA 98665 ("Project") as per the attached specifications and plans and upon the following terms and conditions;
2. Owner intends to hire Contractor to provide construction services for a fee.

Therefore, the parties hereby agree to the following:

1. CONSTRUCTION SERVICES

- a. Building Permits. Contractor shall obtain any and all building permits required by any governmental agency or local government.
- b. Plans and Specifications. Contractor agrees to construct the Project in a good and workmanlike manner in substantial conformity with the section labeled "Repair—Building 2" of the estimate approved by Owner and attached hereto as Schedule A. Owner acknowledges and agrees that during the course of construction and completion of the Project, Contractor may make minor variations from such plans or substitute materials other than those specified herein, and Owner agrees to accept any variations or substitutions provided that the same do not diminish the value of the Project or materially alter the configuration of the Project.

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- c. Selections by the Owner. Owner shall make selections of decorating colors and materials from among the several vendors specified by Contractor. Owner must provide selections in writing within a timely manner. If selections are not made promptly and the construction process is slowed, Contractor shall not be liable for the prolonged construction time.

2. PRICE

- a. Cost of Construction. The price for the construction of the Project shall be \$15,989.00, subject to adjustments occurring during construction. The price includes labor, material, builder profit, and overhead to construct the Project as per the attached plan or plans provided to Contractor as of the date of this contract, and with the materials and quantities to be included as per the attached specifications.
- b. Commencement. Construction must commence within ___ days from the date of this contract or this contract becomes null and void and must be renegotiated or re-entered by the parties.

- 3. **PROGRESS PAYMENTS.** Progress payments shall be made by Owner on the 5th day of each month for the costs of labor and materials used to the last day of the preceding month less previous payments. These payments are to cover all suppliers, subcontractors and amounts expended by Contractor over and above the Contractor's Fees. If payments are not made per this agreement, Contractor may elect without further notice to suspend work until such payments are received.

In addition to the monthly progress payments for the labor, materials and subcontract costs incurred on this job, Owner shall also make the following progress payments to Contractor for the Contractor's Fee:

\$ _____ upon execution of this contract;

\$ _____ [Insert Benchmark, if any, or "N/A" if none]

Upon completion of the work, the balance of the contract price with all adjustments for allowances and change orders shall be due and payable by Owner.

- 4. **CONTRACT DOCUMENTS.** The specifications in the estimate attached hereto are a part of this contract as completely as though they were fully set forth herein. Unless the quality of materials is specified by Owner, the specification shall be at the discretion of Contractor.

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5. CHANGE ORDERS.

- a. Any changes to the work to be done or materials specified to be provided by Contractor must be made by written change order. To be effective, a change order must be completed by the following method:
- b. A written change order prepared by Contractor and signed by Owner and Contractor and returned to Contractor within two days of its delivery to Owner.
- c. Contractor shall have the sole discretion to choose which procedure to use for any particular change order. The change order shall specify the change in work or materials and the amount of the adjustment of the contract price and any impact on the project schedule.
- d. It is recognized that change orders, including the time Contractor waits for confirmation of the change order from Owner, impose additional costs to Contractor, including additional administrative and overhead costs and may also require additional time and labor for the completion of the project. Contractor shall receive an adjustment of the contract price for all such costs and delays and the adjustments shall be reflected in the change order.

6. PAYMENTS OF CHANGE ORDER. If a change order results in increase of the contract price at the time the change order is entered, the increased amount shall be due and payable by Owner at the time the change order is entered. Contractor shall have the option to withhold commencement of the change order until payment is received.

7. OWNER-PERFORMED WORK. Owner shall not perform any work on this Project.

8. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its board members, officers, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance under this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.L

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- 9. **INSURANCE.** As between Owner and Contractor, it shall be Contractor's responsibility to see that all persons who work on the project are in compliance with applicable Workers' Compensation statutes. All persons who work on the Project shall be independent contractors hired by Contractor. All independent contractors and subcontractors must be properly licensed at all times. Contractor will, at all times, carry liability insurance covering its activities on the property with coverage of not less than \$1,000,000.

- 10. **NON-RELIANCE BY THE OWNER.** Owner hereby represents to Contractor that Owner has not relied and is not relying upon any warranties, promises, guarantees, or representations made by Contractor, any agent of Contractor or anyone else acting or claiming to act on behalf of Contractor with respect to this Agreement or the other matters set forth herein, unless specifically reduced in writing and made a part of this Agreement.

- 11. **NOTICE OF CERTAIN LEGAL RIGHTS** WASHINGTON LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY COMMENCE ARBITRATION OR A COURT ACTION AGAINST ANY CONTRACTOR, SUBCONTRACTOR OR SUPPLIER FOR CONSTRUCTION DEFECTS. BEFORE YOU COMMENCE ARBITRATION OR A COURT ACTION, YOU MUST DELIVER A WRITTEN NOTICE OF ANY CONDITIONS YOU ALLEGE ARE DEFECTIVE TO THE CONTRACTOR, SUBCONTRACTOR OR SUPPLIER YOU BELIEVE IS RESPONSIBLE FOR THE ALLEGED DEFECT AND PROVIDE THE CONTRACTOR, SUBCONTRACTOR OR SUPPLIER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR, SUBCONTRACTOR OR SUPPLIER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW. FAILURE TO MEET THOSE DEADLINES OR FOLLOW THOSE PROCEDURES WILL AFFECT YOUR ABILITY TO COMMENCE ARBITRATION OR A COURT ACTION.

- 12. **FACSIMILE OR EMAIL TRANSMISSION.** The parties agree that the reproduction of signatures by way of facsimile or email transmission will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of their Agreement bearing original signatures within a reasonable period of time after transmission by facsimile or email.

- 13. **TIME OF THE ESSENCE.** Time shall be of the essence of this Agreement.

- 14. **NOTICE.** Any notice required may be made upon Contractor at 3502 NW 289th St. Ridgefield, WA 98642, Telephone: 360-772-0224, Email: info@allaroundmaintenance.com, and to Owner at 5620 NE Gher Rd. #H Vancouver,

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WA 98662, Email: RPMS@rpmservice.net. Unless otherwise specified herein, notices shall be in writing and shall be deemed to have been properly given or made if delivered in person to the other party, or if placed in the U.S. Mail, postage prepaid, addressed to the other party as set forth herein. Notices shall be deemed received on the date such notice is actually received or two (2) days after mailing as described herein. Either party may, by notice to the other, designate a different address for notices.

15. **JOINT AND SEVERAL.** This Agreement is to be read with all the changes of gender and number required by the context and shall extend to, be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. Where there is more than one individual named as an owner, any one of them shall have the right and authority to bind the other(s) in all matters relating to this Agreement and each is jointly and severally liable for all obligations arising hereunder.
16. **DISPUTES.** Contractor and Owner each agree that all claims, controversies or disputes, whether they be statutory, contract or tort claims (including alleged misrepresentations, concealment, negligence, fraud, or claims for fees or commissions) between or among Contractor or Owner which arise out of or are related to this Contract shall be resolved in the Superior Court of Clark County, Washington. The prevailing party shall be entitled to its attorney fees and costs.
17. **WAIVER.** Waiver of performance of any provision of this Agreement shall not constitute a waiver or prejudice the parties' right to require performance in the future of the same provision or any other provision. Any waiver under this Agreement shall be in writing by the party to be charged.
18. **PARTIAL INVALIDITY.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. **ENTIRE AGREEMENT.** THIS AGREEMENT TOGETHER WITH ALL SCHEDULES ATTACHED HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR WITH RESPECT TO THE MATTERS CONTEMPLATED BY THIS AGREEMENT, AND THERE ARE NO AGREEMENTS, UNDERSTANDINGS, WARRANTIES, OR REPRESENTATIONS BETWEEN OWNER AND CONTRACTOR EXCEPT AS

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