



# Williams Contracting

2608 Pacific Ave SE Suite F Olympia, WA. 98506

Wcontracting.com - (360) 556-9964 - Cwilliams@wcontracting.net

## Contractor / Customer Agreement

Parties: Williams Contracting, Inc.  
Contractor

John and Jane Doe  
Owner

Property: My Property \*\*\*\*  
Any Town, WA 98506

Project: Construction of a new single family residence

Date: When I'm ready to build

**This Agreement** made \_\_\_\_\_ by and between Williams Contracting, Inc., hereinafter called the "Contractor" and John and Jane Doe herein after called the "Owner."

### Article 1: Scope of Work

Contractor Duties: Contractor shall furnish the labor, materials, equipment, tools and supervision (the "Work") necessary for the "Project" outlined within this Agreement and/or described in attached drawings and specifications attached hereto as it pertains to work to be performed on property at My Property\*\*\*\* Any Town, WA 98506

The owner above-named agrees to provide any items marked on the plans or listed in the Contract Budget as "supplied by owner" (SBO) or "not in contract" (NIC)

Permits: ( Owner or \_\_\_ Contractor) shall obtain the governmental approvals of the Plans and all permits for construction of the Project. The cost of the building permit and any other necessary permits is **not** included in the contract price. Owner is solely responsible for cost of building permit and other necessary permits.

### Article 2: The Contract Price

Contractor shall perform the Work for the Lump Sum Price of One Million Two Hundred Two Thousand Eight Hundred Eighty One Dollars and Twenty Nine Cents (\$1,202,881.29) ("Contract Price"), which includes sales tax, subject to additions and deductions pursuant to an authorized change order, subject to the allowances,

additions and deletions for changes in the Work as may be agreed upon by the parties from time to time. The contract price will be adjusted by the amount agreed upon in any change orders. In the case where a price for a change has not been agreed upon, and for all work noted as an allowance item in the budget the price will be adjusted to reflect the Contractor's cost plus 20% according to the final selections or requirements.

The lump sum contract price does include costs for materials stated in exhibit A, and any other materials furnished by Contractor will be in addition to the Contract Price at Contractor's cost plus twenty percent (20%), unless otherwise agreed in writing and signed by both parties.

### **Article 3: Progress Payments**

Progress Payments. If no lenders are involved every two weeks once construction has commenced, Contractor shall present to Owner an Invoice for Payment to Owner. Each Invoice for Payment shall be based on the Schedule of Values at Exhibit B. The Schedule of Values shall allocate the entire Contract Price among the various portions of the Work. Owner shall make payment to Contractor based on the percentage of the Work completed for the period covered by the Invoice for Payment date plus sales tax. Owner shall make payment no later than **Three** (3) calendar days from the date of receipt of each Invoice for Payment. Certain special order or custom purchased items may require an advance deposit.

If a lender is distributing funds then the payment schedule will be per the lenders guidelines. If the lender inspections are not on a predetermined time line then the inspections and draws will proceed per builders discretion per work completed with not more than 1 draw every 2 weeks.

Within ten (10) days after Contractor notifies Owner that the Work is Substantially Completed, Owner shall inspect the Work with Contractor and deliver to Contractor a comprehensive list of items to be completed or corrected prior to Final Payment (the "Punch List"). The Punch List and other Work shall be finished by Contractor within \_\_\_\_ ( ) (Twenty-One if not filled in) days of Contractor's receipt of the Punch List. Final Payment shall be due fourteen (14) days after Contractor completes the Work in accordance with the contract documents. "Substantially Complete" or "Substantial Completion" means the stage in the progress of the Work when Owner has legal occupancy and/or full and unrestricted use and benefit of the Project or its intended purpose with only minor or incidental work or correction or repair remaining to be performed by Contractor.

If Owner fails to pay Contractor amounts due within the time required under this Section, Contractor may, upon providing seven (7) days written notice to Owner, suspend the Work until the amounts due have been received. If the failure of payment remains unsecured for fourteen (14) days after the first written notice, Contractor may terminate the Contract. Payments due and unpaid under the Contract Documents shall bear interest at the rate of twelve percent (12%) per annum from the date payment was due until paid.

Owner certifies that (s)he has sufficient funds to pay the contract price in a manner consistent with this Section. Contractor may ask owner for proof of financial ability to pay for project prior to beginning construction. Where funds will not be disbursed directly to the contractor by the owner's lender, the contractor retains the right throughout the project to have all or part of the owner's construction funds placed in a joint checking account, to serve as an escrow account for payment of the contractor by the owner. This section and the contract may be made contingent upon owner receiving final approval of financing.

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(Signature of Owner)

## **Article 4: Time of Completion**

The work to be performed under this contract shall be commenced on or before January 2<sup>nd</sup> 2026 and shall be substantially completed on or before November 1<sup>st</sup> 2026. Time of completion may deviate from the proposed timeline for inclement weather, added change order work, delays of materials, illness, or other unforeseen circumstance. Contractor shall not be responsible for delay caused by strikes, accidents, unavailability of materials timely ordered, delays in decision-making by the Owner or the Owner's agent, delays by others under separate contract to the Owner, or any delays beyond its control.

The Owner agrees to make the project site available to the Contractor during the Contractor's normal working hours (unless otherwise stipulated), and to otherwise cooperate in the timely execution of the work and completion of the contract. Where the owner has entered into separate contracts with others for portions of the work, the owner shall be responsible for overall coordination for the separate parts.

## **Article 5: Change Orders**

Changes in work which vary from the work described in Section 1 or in Attachments shall be made in writing, when possible. The Owner may authorize changes, allowances, selections, additions and deletions orally, and such authorizations are binding. The Contractor may rely on the authorization or decision of any Owner, or any agent appointed by the Owner to act in his or her behalf, as if the same were made by all Owners. No person other than the undersigned is authorized to execute change orders on behalf of the Contractor.

The Owner may not remove a portion of the contracted work and place it under separate contract with another, except with the Contractor's consent. Should the Owner request to reduce the Contractor's scope of work during the project, all remaining overhead and profit on the removed portion will remain payable to the Contractor.

## **Article 6: Statutory Notice to Owner**

R.C.W.60.04.020: Contractor will be furnishing labor, materials, supplies or equipment for use thereon. In case of default on payment, a lien against the subject property herein may be claimed for all labor, materials, supplies, or equipment furnished by Contractor for use thereon. Owner hereby acknowledges (s)he has read and understood this notice and has received a copy of this contract.

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(Signature of Owner)

R.C.W.18.27: "This contractor is registered with the State of Washington, registration number WILLICI894ME.

## **Article 7: Arbitration and Attorney Fees**

Owner and Contractor agree that they will cooperate with one another in avoiding and informally resolving any disputes. Mediation is a preferred and require first step for any dispute resolution. Any remaining disputes shall be resolved by binding arbitration within sixty (60) days of Request for Arbitration or Notice of Default by either party. The arbitrator on this contract shall be selected by the parties from the list of Arbitrators with the Thurston County Superior Court, and the Arbitrator's decision shall be final and binding upon both parties, subject to challenge consistent with the Mandatory Arbitration Rules for Thurston County Superior Court.

If the amount of dispute exceeds \$5,000.00, additional time shall be given upon good cause shown and with consent of the Arbitrator for preparation of either party's case.

In the event of suit or litigation to enforce any of the rights and obligations provided in this Agreement, then the substantially prevailing party shall be entitled to an award of its reasonable attorney's fees and costs incurred.

## **Article 8: Insurance and Casualties**

Owner shall maintain owner's liability coverage and property insurance on building for its entire value during progress of construction, and will furnish the contractor with a Certificate of Insurance for such coverage. If the property is damaged or destroyed by any event during the progress of construction, the owner may elect, under the terms for a Change Order, to restore the property if economically feasible, modify, or cancel the project.

Contractor shall maintain liability and workman's compensation insurances upon its own operations during progress of construction and will furnish the owner with a Certificate of Insurance. In the case of any event leading to a claim for damages, the Owner agrees that settlement will proceed from the contractor's or subcontractor's insurer, and that no money may be offset from any funds due to the contractor pending the settlement of such claim. The contractor may, in its sole discretion, offer to settle small damage claims directly with the owner.

## **Article 9: Notice of Defect**

WASHINGTON LAW, CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS THAT OWNER MUST FOLLOW BEFORE OWNER MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST CONTRACTOR. FORTY-FIVE (45) DAYS BEFORE OWNER FILES A LAWSUIT, OWNER MUST DELIVER TO CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS OWNER ALLEGES ARE DEFECTIVE AND PROVIDE CONTRACTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. OWNER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT OWNER'S ABILITY TO FILE A LAWSUIT.

Owner agrees to comply with all notice requirements set forth in RCW 64.50.020.

## **Article 10: General Provisions**

Any alteration or deviation from the above specifications, including but not limited to any such alterations or deviation involving additional material and/or labor costs, may be executed verbally by Owner, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. At any time, Owner may ask for a written change order. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments in manner consistent with Article 3 shall be deemed a material breach of this contract

In addition, the following general provision apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan, a description of the work to be done, description of materials to be used and the equipment to be used or installed, and the agreed lump sum consideration for the work, as specified within the Scope of Work and the contract.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage sub-contractors to perform work hereunder, provided Contractor shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases of waivers of lien for all work performed or materials provided when requested by Owner.

6. Verbal change orders shall be allowed in addition to written change orders, and shall be incorporated in, and become part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or sub-contractors.
8. Contractor agrees to remove all debris and leave the premises in a professionally cleaned condition.
9. In the event Owner shall fail to pay any periodic or installment payments due hereunder, Contractor may cease work, if the conditions of article 3 are met, without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by mediation or arbitration in accordance with Section 7.
11. Contractor shall not be liable for delay due to other contractors or subcontractors, and shall not be liable for any delay due to circumstances beyond its control including but not limited to strikes, casualty, changes in schedule or unavailability of materials.

**Article 11: Miscellaneous Provisions**

1. Survival: In the event any clause or provision of this Contract shall be held to be invalid, then the remaining clauses and provisions shall nevertheless be and remain in full force and effect.
2. Entire Agreement: The Contract Documents at the time of signing contain the entire agreement between the parties with respect to construction of the Project. All other agreements, oral or written, are hereby merged into and superseded by this Contract. There are no other agreements which modify or affect the terms hereof.
3. Assignment: Neither party shall assign nor transfer this Contract or any rights hereunder without the prior written consent of the other.
4. Governing Law, Venue: The performance and interpretation of this Contract shall be governed in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Contract shall be conducted in Thurston County, Washington.

Date \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

(Signature): \_\_\_\_\_

(Signature): \_\_\_\_\_

Name of Contractor: Williams Contracting, Inc.

By (Signature): \_\_\_\_\_

Contractor Information: Williams Contracting, Inc.  
 2222 SOUTH BAY RD NE  
 OLYMPIA, WA 98506  
 360-556-9964  
 wcontracting.net  
 Licensed & Bonded  
 WILLICI894ME

- Exhibits:     A. – Scope of Work  
                B. – Cost Sheet  
                C. – Construction Plans  
                D. – Product Selection Sheets



# Williams Contracting

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## (Exhibit A) Scope of Work

- Setup Temporary power, construction entrance and silt fencing per plan
- Excavate for the new home site
- Unknown conditions exist and may result in a higher excavation cost if obstructions or other surprises are found
- Form and pour the concrete foundations and footings per approved plans
- Foundations call for 2'-10' wall heights. If taller walls are needed or amount of concrete increases beyond the estimated 61 Cubic Yards it will be an additional cost.
- Water proof basement walls, backfill and setup foundation and gutter drains.
- Gutter and Foundation drains to be daylighted down slope of the building. Final run of drainage lines from the building is not included and would be an additional cost.
- Removal of any extra dirt from the site is in addition to this contract
- Excavate trenches for primary power, water from the well to the shop and house, power from the house to the shop and well. Necessary conduit and water lines are not included in this cost.
- Any work to bring utilities onto the property is not part of this contract.
- It is the owners responsibility to setup an account and work with the local utilities providers to bring services to the new building.
- The house will be stick built with the following materials-
- Engineered I joist for the floor structure for the first floor
- Engineered web truss floor joist structure for the second floor
- ¾" OSB Sheeting glued and nailed for the floor decking
- 2x6 framing for exterior and 2x4 framing for interior
- Engineered trusses for the roof structure
- Wall and roof sheeting will be 7/16" OSB
- Open soffits will be sanded plywood finish soffit materials
- Gable and eave facia will be primed finger-jointed cedar trim

## Exterior Finishes

- Roofing to be 30 year Comp Asphalt shingles with a ridge vent
- Andersen 100 series windows Black finish inside and out.
- Living room Sliding glass door to be Milgard white vinyl multipanel door
- Basement sliding glass door to be Andersen 100 series black frame in and out
- Functions and grid pattern of the windows are per plan. Final review will be done prior to ordering.
- Siding to be Hardi Lap siding 6" reveal with hardi shake panel per plan.
- Build decorative wood accents in the front gables per plan. These will be built with cedar and have a stained finish.
- All exterior trim and beam wraps to be primed finger-jointed cedar unless noted
- Porch ceilings are Knotty pine T&G with a stained finish
- Porch posts are tapered columns and painted finish
- Porch bases are stone veneered finished
- Poured concrete garage slab, basement slab, patio are beneath the deck area and front porch
- No concrete parking apron is included in the cost
- All exterior concrete to be broom finished
- Basement concrete to have vapor barrier and full 2" insulation beneath
- Garage concrete to have vapor barrier beneath
- All concrete has #4 rebar grid reinforcement unless specified
- Pressure Treated Framing for the deck per plan
- Trex Transcend decking installed with hidden fasteners
- Railing spec as Fortress brand vertical cable railing finish in powder coated black
- Continuous Aluminum Gutters and downspouts color to be white
- Prime and Paint the Exterior with up to 3 Colors
- See attached selection document garage door finishes
- Owner to provide 3 exterior man doors

## Mechanical-

- Install plumbing rough in per plan
- Provide and install plumbing fixtures per attached spec' book
- Owner to provide and install 2 guest bathroom toilets, vanities and sinks. Dog wash and utility sink
- Install a heat pump water heater tank in the garage with a recirculation hot water pump
- Install HVAC per plan-
- Main floor air handler is located in the utility closet in the basement. The final size of the space required may vary from the plan shown
- Main floor system
  - Mitsubishi Heat Pump SUZKA30 11.0 HSPF (3.5)
  - Mitsubishi Air Handler SVZKP30
  - Mitsubishi 10 KW Heater
  - Mitsubishi Thermostat MHK2
- Basement system
  - Mitsubishi Outdoor Unit MXZ-2C20
  - 2 – Mitsubishi Indoor Unit MLZ-KP12
  - 2 – Covers MLP444WU
  - 2- Remotes
- Upstairs system
  - Mitsubishi Outdoor Unit MXZ-2C20

- 2 – Mitsubishi Indoor Unit MLZ-KP09
- 2 – Covers MLP444WU
- 2- Remotes
- Install appropriate venting for exhaust fans and hood vents
- Install propane lines from the tank location to the fireplace, water heater and range location
- Wire the house to code
- Electrical work items will be done within the allowed cost. Prior to work beginning a final electrical plan will be done and approved by the owner.
- Any cost or changes/additions above the allowance will be a change order
- Williams Contracting does not include the cost of any surface mounted fixtures in the electrical allowance. We do include the wiring for and installation of these items. For example door bell, undercabinet low voltage LED, vanity lights, carriage lights, chandeliers or pendant lights.
- The purchase of these items are the responsibility of the owner.
- Install a propane fireplace in the living room per plan
- "NORDIK 41" IPI GAS FP - INCL. EMBER BED LIGHT KIT, FAN, OVERHEAD ACCENT LIGHT, INTEGRATED REMOTE & BATTERY Backup
- Insulate the house per code
- Insulation includes interior walls around the living room, master suite, bathrooms, any bedroom to bedroom adjacent walls and laundry room

### **Interior Finishes-**

### **Whole House Items-**

- Drywall, mud and tape the interior of the home
- Corners will have a square finish
- Garage has a single fire tape level of finish
- Interior of the house has an orange peel texture finish
- Prime and paint the interior with up to 3 colors
- Paint the garage in a single color finish
- Interior Doors per selection sheet
- Includes transom where noted on the plan
- All interior trims will be MDF
- Windows have a full trim wrap
- Includes interior door hardware and cabinet hardware per allowance
- Selected flooring though out per spec' sheet
- Floors is per selection sheet with LVP on the main floor, upstairs and basement, LVT in the powder and guest bathrooms.
- Owner to supply and install carpet on the stairs, in the office and media room
- All tubs and showers are units per selection
- Master Shower is tile finish with a heavy glass shower panel and door per plan
- Master bathroom floor is a heated tile floor finish per selection sheet
- Install shelving for the master closet. Plan to be finalized within allowed cost
- Provide and install mirrors in each bathroom
- Install customer supplied appliances
- Customer is responsible for delivery into the kitchen area
- Build and install custom wood beams in the ceiling of the living room, dining room, kitchen and front office.

- Purchase and install an open rail style stair railing for the first section of stairs adjacent to the dining area
- Build a custom wood mantle with tile surround on the fireplace per plan
- The interior of the house and the interior and exterior of the windows will be professionally cleaned prior to owner taking possession of the home.

### **Kitchen**

- Custom built cabinets per plan
- Cabinet hardware: TBD
- Solid Surface countertops per plan
- Herringbone tile backsplash per plan
- Install Customer supplied appliances

### **Pantry/Laundry room/Hallway**

- Custom built cabinets per plan
- Cabinet hardware: TBD
- Solid Surface countertops per plan
- Herringbone tile backsplash per plan in the pantry
- 4" stone backsplash in the hall and laundry
- Install Customer supplied appliances

### **Bathrooms**

- Custom built vanities for the master bathroom and powder room
- Cabinet hardware: TBD
- Solid Surface countertops per plan
- 4" stone backsplash
- Bathroom hardware and mirrors TBD
- Full tile shower in the master bathroom
- Heated Tile floor in the master bath
- Install glass shower door and panel in the master bathroom

### **Living Room/Office**

- Custom built cabinets per plan
- Cabinet hardware: TBD
- Wood top on cabinets
- Custom tapered columns in the entry opening to the office

### **Owner Responsibility-**

Any removal of extra dirt from the site can be done at an additional cost

Utility company fees and electrical cost throughout the build

Propane tank purchase and installation

It is the owners responsibility to setup an account and work with the local cable provider to bring services to the new building.

Owner to provide 3 exterior man doors

Owner to provide and install 2 guest bathroom toilets, vanities and sinks. Dog wash and utility sink.  
Owner to supply and install carpet on the stairs, in the office and media room  
Any and all surface mounted electrical fixtures  
Owner to provide and install bathroom hardware  
Any closet shelving besides the master closet  
Appliance purchase and delivery, Customer is responsible for delivery into the kitchen area

Date \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

(Signature): \_\_\_\_\_

(Signature): \_\_\_\_\_

Name of Contractor: Williams Contracting, Inc.

By (Signature): \_\_\_\_\_