

# TIMBER CREEK CONSTRUCTION L. L. C.

14280 52ND RD, ROCK, KANSAS 67131 PHONE 620-229-0436



mark@timbercreekconstruction.us  
www.timbercreekconstruction.us

## CONSTRUCTION CONTRACT

This **AGREEMENT** is between:

Timber Creek Construction LLC  
14280 52<sup>nd</sup> Road  
Rock, Kansas 67131  
620-229-0436

**AND**

Jane Smith  
1234 7<sup>th</sup> St  
Timbuktu, KS 67156

**Project:** #1912678, construct a laundry/sewing room to the back of the home.

**A. Construction Funds:** The name and address of the construction fund holder is NA

**B. Description of the Work:** Contractor will furnish all labor, services, equipment and materials to construct and complete in a good, workmanlike and substantial manner the room addition, hereafter called "the project" upon the following described property: 1234 7th St. Timbuktu, KS 67156, in accordance with the following plans, specifications and contract documents:

Signed proposal for Project #1912678, dated September 01,2019  
Floor plan drawing  
Cabinet drawings and list

**C. Property Lines:** Customer shall locate and point out property lines to contractor. Contractor may, at his option, require owner to provide a licensed land surveyor's map of property. NA

**D. Payment:** Customer will pay Contractor Fifty-Three Thousand Four Hundred Ninety-Four Dollars and Twenty Cents (\$53,494.20) in payments of \$672.00 upon acceptance of proposal, 10% (\$5,027.08) prior to starting project and the balance (\$47,795.12) in weekly progress payments

**E. Time of Completion of Work:** Contractor shall commence construction within thirty five (35) days from the execution of this agreement and complete the same within forty (40) working days after commencement, subject to permissible delay as described in #5 of the Terms and Conditions.

**F. Terms and Conditions:** The terms and conditions on attached sheets are expressly incorporated into this contract.

Firm Name: **Timber Creek Construction LLC**

X

Jane Smith

BY: Mark Eastman, Timber Creek Construction LLC  
(Contractor or agent sign here)

X

\_\_\_\_\_  
(If more than one owner, second owner sign here)

Date September 10, 2019

Date: September 10, 2019

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## Terms and Conditions

**#1. Plans, Specifications, and Permits.** The project will be constructed according to specifications and stamped architectural plans, if used, which have been examined and approved by the parties. The contract, drawings and specifications of the proposal and change orders are intended to supplement each other.

Contractor will obtain and pay for all required building permits. Customer will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service and other utilities, including sewer and storm drain reimbursement charges, revolving fund charges, hook-up charges and the like.

**#2. Labor and Material.** Contractor shall pay all valid charges for labor and material incurred by contractor and used in the construction of the project. The customer will be held harmless from all claims, if any, by sub-contractors, contract labor and employees. The contractor will be fully responsible for all negligence, if any, of sub-contractors, contract labor and employees.

At the time of final payment contractor will provide customer with a full mechanic's lien release/waiver.

**#3. Extra Work.** Should customer, construction lender or any public body or inspector direct any modification or addition to work covered by this contract it shall be addressed by written change order and that price shall be added to the contract price. If additional work is requested or approved verbally by any of the parties and done without a written change order the customer shall pay the contractor for additional work based on cost ("cost" is defined as the cost of subcontracts, labor and material), plus 35% of "cost" for overhead and 15% of "cost" for profit. Expense incurred because of unusual or unanticipated ground conditions (such as fill, hard soil, rock or ground water) shall be paid for by customer as extra work.

**#4. Allowances.** If the contract price includes allowances, and the cost of performing the work covered by the allowance is greater or less than the allowances, then the contract price shall be increased or decreased accordingly. Unless otherwise requested by customer, contractor shall use his own judgment in accomplishing work covered by an allowance. If customer requests that work covered by an allowance be accomplished in such a way that the cost will exceed the allowance, contractor shall comply with customer's request, provided that customer pays the additional cost on following scheduled payment.

**#5. Delay.** Contractor shall be excused for any delay in completion of the contract caused by acts of God, acts of owner or customer's agent, stormy weather, labor trouble, acts of public bodies or inspectors, extra work, failure of customer to make progress payments promptly, or other contingencies unforeseen by contractor and beyond the reasonable control of contractor.

**#6. Completion and Occupancy.** Customer agrees to sign and record a Notice of Completion, if applicable, within five days after completion of the project. If the project passes final inspection by the public body but customer fails to record Notice of Completion, then customer hereby appoints contractor as customer's agent to sign and record a Notice of Completion on behalf of customer. This agency is irrevocable and is an agency coupled with an interest. Contractor may use such force as is necessary to deny occupancy of the project by customer or anyone else until contractor has received all payments, excluding any retention payment, due under this contract, and until Notice of Completion has been recorded.

If for some reason the contractor is unable to complete the project the customer is entitled to use the remaining balance after the payment of progress at that point to complete the project.

**#7. Damage to Project and Insurance.** Contractor will maintain in full force and effect, a workers' compensation insurance policy, if applicable, and a comprehensive liability insurance policy in amounts not less than required by the specifications, and shall furnish certificates of insurance to customer before commencing work. The failure of customer to demand delivery of certificates hereunder shall not relieve contractor of any obligation under this paragraph.

Contractor will, on "new" construction, maintain a builder's risk insurance policy. Customer will on remodeled construction procure at his own expense and before the commencement of any work hereunder, fire insurance, vandalism and malicious mischief clauses attached; such insurance to be in a sum at least equal to the contract price with loss, if any, payable to the beneficiary. Should customer fail to provide for the insurance under this provision, contractor may procure such insurance, but is not required to do so.

If the project is destroyed or damaged by an accident, disaster or calamity; such as fire, storm, flood, landslide, sinking, earthquake, or by theft, not covered by insurance, then any repair or restoration of the project shall be paid for by customer as extra work under section three (3) unless builders risk insurance was provided by contractor.

**#8. Right to Stop Work.** Contractor shall have the right to stop work if any payment shall not be made to contractor under this agreement; contractor may keep the job idle until all payments due are received.

**#9. Warranty.** No action arising from or related to the contract, or the performance thereof, shall be commenced by either party against the other more than two (2) years after the completion or cessation of work under this contract. See Contractor's Warranty for warranty details.

**#10. Attorney Fees.** If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable cost and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule; but shall, if it is in the interest of justice to do so, award the full amount of costs, expensed and attorney fees paid or incurred in good faith.

**#11. Website Permission.** Contractor may with Customer's permission and authorization post before, during and after photos of project to Timber Creek Construction website and/or social media sites, at the discretion of Timber Creek Construction L.L.C., to be used as public advertising.

**#12. Taxes and Assessments.** Taxes and special assessments of all descriptions will be paid by owner.

**#13. Prohibition of Assignments.** Contractor may not assign this contract or payment due under this contract to any other party without the written consent of owner.

**#14. Bankruptcy.** If either party becomes bankrupt, or makes an assignment for the benefit of creditors, the other party has the right to cancel this contract.