

RECONSTRUCT DESIGN-BUILD

Making Home Good Again

PROJECT AGREEMENT AND CONTRACT

Date: _____

Client: _____

Project address: _____

Project description: _____

Estimated costs: _____

Source of project funding: _____

Terms: to be arranged

This agreement is made and entered into this day by and between the Client and RECONSTRUCT. The said parties, for the considerations mentioned, hereby agree to the following:

1. RECONSTRUCT agrees to provide all expertise, material and labor necessary for the completion of the Project. RECONSTRUCT shall furnish necessary documentation for the Project, and obtain the signature of the Client indicating their acceptance of the design, scope of work and materials for the project. Such documentation shall be considered a part of this legal agreement.
2. The Client agrees to pay RECONSTRUCT for labor, material and expertise required for the execution of this Project. The Client shall pay the agreed cost in a series of draws. Payment shall be received within 3 days of receipt of notice of payment due.
3. Commencement of work following a verbal agreement between Client and RECONSTRUCT shall be legal evidence of acceptance of this contract. Receipt of payment by RECONSTRUCT from Client shall also be construed as acceptance of this contract.
4. Project will conform to or exceed applicable building codes and standards. Workmanship shall meet or exceed accepted standards and practices. If any difference of opinion arises on these issues, *Client shall bring it to the attention of RECONSTRUCT immediately for resolution.*
5. RECONSTRUCT agrees to move the project along toward a timely completion. Frequent contact will be maintained with the Client to keep said apprised of the schedule. In the case of unexpected delay, the Client shall be advised by RECONSTRUCT of the delays and their causes, and a new schedule shall be agreed upon by both parties. *Possible causes of delay include weather, material availability, city inspection schedules, availability of labor, change orders, and restrictions to site access and work hours.*

6. The estimated cost and projected scope of work constitute a good-faith estimate, based on the assumptions and conditions that can be observed before the work is begun. *The estimated cost shall not be considered a contractual obligation on the part of RECONSTRUCT.* However, every effort will be made to do the required work within the limits of the estimate.
7. Changes and deviations to the project, whether in scope of work, design, cost or materials, shall be made only with the express consent of the Client and RECONSTRUCT. Significant changes shall be documented and signed by both parties.
8. Client shall provide for convenient access to the job site, and the site shall be available for all types of work during the work hours from 8:00 am until 5:00 pm. Seasonal adjustment of the hours may be made by agreement of Client and Reconstruct.
9. Reasonable accommodation in access and work hours may be arranged for particular projects. Such needs can also arise unexpectedly in the course of a project. *Client understands that such accommodation may extend the time of job completion and result in higher costs.* Client agrees to pay all such costs, and acknowledges and accepts responsibility for delay of the project competition.
10. *Unless prior arrangements are made,* Client agrees to be responsible for clearing all personal items from the area of the project. Such items shall be packed and stored in a safe location away from the work area. Failure to do so may result in extra charges for moving the items or in delay to the project schedule. Please identify particularly valuable items in your home to RECONSTRUCT, and ensure that they are stored in a secure fashion.
11. RECONSTRUCT will do everything possible to limit the infiltration of dust and other construction debris into inhabited areas of the home. *Client understands that some spread of dust and debris is unavoidable, and agrees to not hold RECONSTRUCT liable.*
12. Every effort will be made to limit inconvenience to the Client, including disruption of access to particular areas of their home. We will do our best to provide temporary bathroom and kitchen access and use, for instance. It is understood that such temporary arrangements are provided as a courtesy to our Clients. *Thus we will not be held liable when circumstances at particular times in the project do not allow safe access for Client.*
13. In the unlikely event that either party finds it to be in their best interest to terminate this agreement prior to project completion, written notice shall be given. RECONSTRUCT then agrees to complete any work and turn over any documents the client has paid for, and client agrees to pay RECONSTRUCT for all expenses, expertise and labor worked to that point in the project.
14. If the client and RECONSTRUCT cannot resolve the issues between them, mediation will be the first remedy. Binding arbitration will be the next remedy, and client and RECONSTRUCT agree to split the cost 50/50.
15. RECONSTRUCT warrants the work performed, and agrees to remedy any defects resulting from faulty workmanship for a period of one year after completion of the work. This warranty is void if, in the judgment of RECONSTRUCT, faulty workmanship or materials installed by others not under contract with or under the supervision of RECONSTRUCT contribute significantly to the defect.

Signatures:

_____ client _____ RECONSTRUCT _____ Date