COMMERCIAL PROJECT & SUBCONTRACT AGREEMENT

MASTER TEMPLATE - ONE-OFF LANDSCAPE CONSTRUCTION / HARDSCAPE / SITE WORK

PRIMED LANDSCAPING - CONTRACTOR INFORMATION	
Legal entity: Primed Construction LLC DBA Primed Landscaping	Primary contact [redacted]
WA contractor registration: PRIMEL*741MT	UBI [redacted]
Business address [redacted]	Phone [redacted]
Registration classification: General Contractor	Surety bond [redacted]
General liability: [redacted]	Umbrella [redacted]

CLIENT / GC	PROJECT
Contracting party: [CLIENT / GENERAL CONTRACTOR LEGAL NAME]	Project name: [PROJECT NAME]
Contact: [NAME / TITLE / PHONE / EMAIL]	Project address: [ADDRESS, CITY, WA ZIP]
Billing / AP: [EMAIL / PORTAL / CONTACT]	Contract / PO #: [NUMBER]
Primed role: [PRIME CONTRACTOR / SUBCONTRACTOR]	Anticipated start: [DATE]
Reseller permit: [RECEIVED / N/A]	Substantial completion: [DATE / DURATION]

CONTRACT PRICE	AMOUNT	NOTES
Base contract price	$ [AMOUNT]	Before Washington retail sales tax unless wholesale/exempt treatment applies
Approved alternates	$ [AMOUNT]	[DESCRIBE / NONE]
Subtotal	$ [AMOUNT]	
Retail sales tax	$ [SEPARATELY STATED]	Job-site rate when Primed is making a taxable retail sale
Total contract	$ [TOTAL]	

Use: This Agreement is designed for one-off commercial landscape construction and site-improvement projects, including paver patios and walkways, retaining walls, concrete or gravel work, landscape installation, irrigation, drainage, fencing, site preparation, grading, planting, turf, outdoor-living improvements, and related work. It may also be used when Primed performs as a subcontractor to a general contractor.

Sample template — sensitive business details redacted

EXHIBIT A - PROJECT SCOPE, SPECIFICATIONS & DELIVERABLES

The completed project-specific scope below is the controlling description of work. Attach plans, drawings, approved proposal, site map, specifications, finish schedule, and written clarifications as applicable. Delete unused categories rather than leaving ambiguous language.

WORK CATEGORY	PROJECT-SPECIFIC REQUIREMENTS
Mobilization / site protection	[INCLUDED SCOPE, staging, access, protection, erosion/dust controls]
Demolition / removals	[EXACT ITEMS TO REMOVE; disposal responsibility; salvage items]
Excavation / grading	[DEPTHS, limits, cut/fill, rough/final grading, export/import]
Base / subgrade preparation	[MATERIAL, depth, compaction standard / method, geotextile if applicable]
Pavers / hardscape	[MANUFACTURER, product, color, pattern, SF/LF, bedding, edge restraint, joint material]
Retaining walls	[SYSTEM, color, dimensions, base, drainage, reinforcement/geogrid, caps, engineering responsibility]
Concrete	[DIMENSIONS, thickness, reinforcement, finish, joints, base, strength if specified]
Drainage	[PIPE, catch basins, outlets, cleanouts, slope, connection limits]
Irrigation	[ZONES, heads/drip, controller, valves, sleeves, backflow responsibility, testing]
Planting / landscape	[PLANT SCHEDULE, sizes, soil amendments, mulch/bark, staking]
Sod / seed / turf	[AREA, product, soil prep, grading, edging, watering responsibility]
Fencing / carpentry / structures	[MATERIAL, dimensions, posts/footings, finish, hardware]
Lighting / electrical coordination	[FIXTURES / conduit / trenching; licensed electrical work by others unless stated]
Cleanup / restoration	[HAUL-OFF, final cleaning, disturbed-area restoration]
Closeout deliverables	[PHOTOS, warranties, care instructions, as-builts, lien releases if required]

Express exclusions: [LIST ALL EXCLUDED WORK]. Anything not expressly included in this Agreement or its incorporated exhibits is excluded unless added by written Change Order.

Allowances: [LIST ALLOWANCES AND AMOUNTS / NONE]. Allowances are budget placeholders, not fixed-price guarantees for the underlying selection or quantity. Final price will be adjusted by approved Change Order for actual approved cost differences plus stated markup, if applicable.

Sample template — sensitive business details redacted

EXHIBIT B - SCHEDULE, BILLING & PROJECT ADMINISTRATION

ADMIN ITEM	PROJECT REQUIREMENT
Notice to proceed	[DATE / WRITTEN AUTHORIZATION / PO]
Estimated mobilization	[DATE / X BUSINESS DAYS AFTER NTP, DEPOSIT, PERMITS, MATERIAL AVAILABILITY]
Estimated duration	[X WORKING DAYS / WEEKS]
Working hours	[STANDARD HOURS / SITE RESTRICTIONS]
Substantial completion	[DEFINITION / TARGET DATE]
Final completion	[PUNCH LIST + CLOSEOUT]
Permits	[PRIMED / CLIENT / GC / N/A; FEES INCLUDED OR EXCLUDED]
Engineering / design	[PARTY RESPONSIBLE; INCLUDED / EXCLUDED]
Utility locating	[811 + PRIVATE UTILITY LOCATING RESPONSIBILITY]
Site access / staging	[DETAILS]
Owner / GC-furnished items	[DETAILS / NONE]
Required submittals	[PRODUCT DATA / SAMPLES / SHOP DRAWINGS / NONE]

PAYMENT SCHEDULE

PAYMENT	AMOUNT	WHEN DUE
Deposit / mobilization	[__% / $___]	Due upon execution / before mobilization
Progress payment 1	[__% / $___]	[MILESTONE]
Progress payment 2	[__% / $___]	[MILESTONE]
Progress payment 3	[__% / $___]	[MILESTONE]
Substantial completion	[__% / $___]	At substantial completion
Final payment	[__% / $___]	After punch list / closeout, subject to lawful retainage if applicable

Invoice terms: [NET 15 / NET 30 / OTHER]. Primed may submit progress invoices based on the stated milestones, percentage complete, stored materials when permitted, or an agreed schedule of values. Washington retail sales tax will be separately stated when applicable. Retainage, if required, is [__% / N/A] and is subject to applicable law and the prime contract only to the extent expressly incorporated here.

Sample template — sensitive business details redacted

EXHIBIT C - CHANGES, SITE CONDITIONS & CONSTRUCTION CONTROLS

1. Written Change Orders

No change to price, scope, quantity, material, sequence, schedule, or method is binding unless documented in a written Change Order or other written authorization accepted by both parties. Email, approved Jobber change, GC platform approval, or signed field directive may constitute written authorization if it clearly identifies the change.

2. Time-and-Material / Emergency Work

If the Client/GC directs work before a fixed Change Order price can reasonably be prepared, Primed may proceed only when the written directive identifies the work as time-and-material or establishes a not-to-exceed amount. Rates: labor $[__]/hr; equipment $[__]; materials/subcontractors cost plus [__]%; disposal/delivery at actual cost plus [__]%.

3. Concealed / Differing Site Conditions

The Contract Price assumes visible and reasonably discoverable site conditions. Unknown buried concrete, unsuitable soils, contaminated soil, rock, groundwater, undocumented utilities, hidden foundations, buried debris, unstable slopes, unforeseen drainage, or other materially different concealed conditions are not included. Primed will stop affected work, document the condition, and request direction/change authorization.

4. Underground Utilities

Primed will use Washington's utility-location process when required. Public utility marks do not identify all private lines. Client/GC must disclose and, when necessary, arrange private locating for irrigation, lighting, private electrical, septic, drainage, invisible fence, low-voltage, and other private systems. Responsibility for damage will be allocated according to fault and applicable law.

5. Measurements / Quantities

Quoted quantities are based on the stated plans, field measurements, or estimates. If actual field dimensions, elevations, quantities, or site conditions materially differ, the parties will adjust scope and price by Change Order before the affected work proceeds.

6. Material Availability / Substitutions

Specified products are subject to manufacturer availability, lot variation, lead times, and discontinuation. No material substitution affecting appearance or performance will be made without required approval. Natural stone, wood, concrete, pavers, soil, plants, and similar materials may exhibit normal variation.

7. Client / GC Delays

Primed is entitled to a reasonable schedule extension and documented added cost for delays caused by denied access, predecessor trades, design changes, late approvals, owner-furnished items, utility conflicts, stop-work directives not caused by Primed, or other causes outside Primed's reasonable control.

8. Weather

Rain, freezing temperatures, excessive heat, smoke, saturated soils, and other weather may make excavation, compaction, concrete, planting, grading, adhesives, sealers, or other work unsafe or inconsistent with manufacturer requirements. Primed may resequence or delay affected work without being in default.

9. Protection of Work

Primed will use reasonable measures to protect its work until turnover. Client/GC is responsible for controlling occupants, tenants, other trades, vehicles, pets, and unauthorized traffic. Damage after installation caused by others is repairable as Extra Work.

10. Cleanup

Primed will maintain reasonable housekeeping and remove debris generated by its scope. General project dumpsters, hazardous materials, other trades' debris, contaminated material, and extraordinary cleanup are excluded unless expressly included.

Sample template — sensitive business details redacted

EXHIBIT D - WARRANTY, RISK ALLOCATION & GENERAL TERMS

1. Workmanship Warranty

Unless a project-specific warranty states otherwise, Primed warrants its installation workmanship for twelve (12) months from substantial completion. The exclusive remedy is repair or correction of covered defective workmanship after reasonable notice and access. Manufacturer warranties, if any, are passed through to the extent transferable.

2. Warranty Exclusions

The workmanship warranty does not cover normal wear; color/texture variation; efflorescence; minor settlement within accepted tolerances; cracking not caused by defective Primed workmanship; freeze/thaw or severe weather; drainage or soil conditions outside Primed's scope; misuse; overloading; vehicle impact; vandalism; animals; irrigation/watering failure; plant mortality; weeds; pests/disease; work altered by others; or failure to follow care/maintenance instructions.

3. Plant / Sod Establishment

Unless expressly stated, plant, sod, and seed survival is not guaranteed after installation because establishment depends on watering, weather, soil, irrigation, pests, disease, and ongoing maintenance outside Primed's control. Any separate plant warranty must be stated in the project-specific scope.

4. Acceptance / Punch List

At substantial completion, Client/GC will inspect the work and provide one written punch list of incomplete or nonconforming items within [5] business days. Minor punch-list items that do not materially prevent intended use do not delay substantial completion or undisputed payment.

5. Nonpayment / Suspension

If an undisputed invoice is not paid when due, Primed may provide notice and suspend work until the account is current. Primed is entitled to a reasonable extension and documented remobilization/storage costs caused by the suspension. Nothing here waives lien, bond, stop-notice, or other payment rights available under Washington law.

6. Termination

Either party may terminate for material breach if the breach is not cured within [7] days after written notice, or immediately for serious safety violations, insolvency, or unlawful direction. If the project is terminated for reasons not caused by Primed's uncured breach, Primed will be paid for work performed, approved changes, committed/nonreturnable materials, reasonable demobilization, and other amounts lawfully due.

7. Indemnity

Each party is responsible for its own negligent acts and omissions. To the extent permitted by Washington law, each party will indemnify the other from third-party claims to the extent caused by the indemnifying party's negligence, willful misconduct, or breach. This provision is not intended to require indemnification for another party's sole negligence where prohibited.

8. Limitation of Damages

To the fullest extent permitted by law, neither party is liable to the other for consequential, incidental, special, exemplary, or punitive damages, including lost profits, lost rent, or loss of use, except where such limitation is prohibited by law. This clause does not limit payment obligations or liability that cannot legally be limited.

9. Insurance

Primed maintains commercial general liability coverage throug[redacted] with limits shown in the Contractor Information section and umbrella liability of [redacted]. A current Certificate of Insurance may be furnished upon request. Project-specific additional-insured, waiver, primary/noncontributory, or special endorsement requirements must be disclosed before pricing and are subject to insurer availability and any associated cost.

10. Bond / Registration

Primed is a Washington registered General Contractor, registration PRIMEL*741MT, UB[redacted] and maintains the statutory contractor surety bond reflected in its current L&I; registration. Registration, bond, and insurance are subject to renewal and the current official records control.

11. Subcontractors

Primed may use qualified subcontractors and suppliers. When Primed is a subcontractor, lower-tier subcontractors may be used only as allowed by this Agreement and any expressly incorporated prime-contract requirements. Primed remains responsible for coordinating work within its contracted scope.

Sample template — sensitive business details redacted

12. Safety

Primed controls the means and methods of its work and may stop work for unsafe conditions. Client/GC will provide a reasonably safe site, coordinate site-wide hazards under its control, and communicate applicable site safety rules before mobilization.

13. Compliance / Permits

Each party will obtain permits, inspections, engineering, utility approvals, and professional services assigned to it in Exhibit B. Primed will perform its work in accordance with applicable codes and manufacturer requirements to the extent applicable to its scope.

14. Dispute Resolution / Washington Law

The parties will first attempt good-faith business resolution. If unresolved, either party may request non-binding mediation before litigation. Washington law governs. Venue will lie in a Washington county with proper jurisdiction and a reasonable connection to the project or parties, unless a separately negotiated prime contract validly requires otherwise.

15. Entire Agreement / Incorporated Documents

This Agreement, completed exhibits, accepted proposal, drawings/specifications identified below, written clarifications, and approved Change Orders form the entire agreement for Primed's scope. No external prime-contract term, owner contract, manual, online portal term, or project document binds Primed unless specifically identified and incorporated in writing.

16. Order of Precedence

Unless a project-specific addendum states otherwise: signed Change Orders; this signed Agreement; project-specific scope/accepted proposal; specifically incorporated drawings/specifications; then other expressly incorporated documents. More stringent or additional obligations are not incorporated merely by reference to 'all contract documents.'

17. Electronic Signatures

Electronic signatures, Jobber approvals, and counterparts are effective as originals.

Sample template — sensitive business details redacted

EXHIBIT E - GENERAL CONTRACTOR / SUBCONTRACTOR ADDENDUM

Complete this exhibit when Primed is hired by a general contractor, developer, builder, property manager acting as contractor, or other prime contractor. Mark N/A when Primed contracts directly with the property owner.

GC / SUBCONTRACT ITEM	REQUIREMENT
Prime contractor / GC	[LEGAL NAME / ADDRESS / CONTACT]
Owner	[LEGAL NAME]
Prime contract date / number	[DATE / # / N/A]
Documents expressly incorporated	[LIST DRAWING SET, SPEC SECTIONS, ADDENDA, SCHEDULE, SAFETY MANUAL, ETC.]
Scope division / exclusions	[DEFINE PRIMED'S TRADE SCOPE AND INTERFACE WITH OTHER TRADES]
Reseller permit	[GC TO PROVIDE CURRENT WA RESELLER PERMIT / NOT APPLICABLE]
Certified payroll / prevailing wage	[REQUIRED / NOT REQUIRED / N/A]
Retainage	[__% / N/A]
Pay application format	[GC PORTAL / SOV / AIA-LIKE / OTHER]
Lien releases	[CONDITIONAL / UNCONDITIONAL / FORM REQUIRED]
Additional insured requirements	[DETAILS / NONE]
Schedule / milestone obligations	[DETAILS]
Liquidated damages	[NOT ACCEPTED UNLESS EXPRESSLY NEGOTIATED / DETAILS]
Bonding required from Primed	[NONE / PAYMENT / PERFORMANCE / DETAILS]

Wholesale tax treatment: When Primed performs qualifying construction/landscaping as a subcontractor and receives a valid Washington reseller permit from the prime contractor, Primed will treat the qualifying charge as wholesale and will not collect retail sales tax on that charge. If a valid reseller permit or other lawful exemption documentation is not provided, Primed may charge applicable retail sales tax.

No automatic flow-down: Primed accepts only the prime-contract terms and project documents specifically identified above. Conflicting or additional provisions, including broad indemnity, no-damage-for-delay, pay-if-paid, liquidated damages, unusual warranty, insurance, or schedule obligations, do not apply unless expressly accepted in writing by Primed.

Sample template — sensitive business details redacted

EXHIBIT F - WASHINGTON PROJECT COMPLIANCE CHECKLIST

Complete before contract execution or mobilization. This is an administrative checklist, not a representation that every listed item applies to every project.

CHECK	PROJECT CONTROL	STATUS
Contractor registration	PRIMEL*741MT - verify active status at time of contract	☐ / N/A
UBI	[redacted]	☐ / N/A
Surety bond	[redacted]	☐ / N/A
General liability / umbrella	[redacted]	☐ / N/A
COI / endorsements	Provide current COI and any negotiated project-specific endorsements	☐ / N/A
Washington contractor disclosure	Provide and retain signed L&I; disclosure notice when required by RCW 18.27.114	☐ / N/A
Sales tax determination	Direct-to-owner custom construction: separately state job-site retail sales tax unless exempt; subcontract work: obtain GC reseller permit where qualifying	☐ / N/A
Reseller permit	Copy received and retained when Primed sells qualifying construction services wholesale to GC	☐ / N/A
Permit responsibility	Confirmed in Exhibit B	☐ / N/A
811 / private utility locating	Responsibility confirmed before excavation	☐ / N/A
Plans / specs / revisions	Current issued-for-construction set identified	☐ / N/A
Engineering	Required retaining wall / structural / drainage engineering assigned	☐ / N/A
Change-order authority	Authorized client/GC representative identified	☐ / N/A
Billing setup	PO, vendor portal, SOV, retainage, lien release forms confirmed	☐ / N/A
Prevailing wage / public works	Confirm whether project is public work; do not assume private-project terms apply	☐ / N/A

Important: For higher-value construction work, have Washington construction counsel review this master form before company-wide adoption and review unusual GC flow-down terms on major projects. This template is designed to create a consistent operating baseline, not to replace project-specific legal review.

Sample template — sensitive business details redacted

AGREEMENT ACCEPTANCE

By signing, the parties accept this Agreement and the completed exhibits and attachments identified below. Each signer represents that they are authorized to bind the named party.

☐ Exhibit A - Project Scope / Specifications ☐ Exhibit B - Schedule / Billing ☐ Exhibit C - Changes / Site Conditions ☐ Exhibit D - General Terms / Warranty ☐ Exhibit E - GC/Subcontract Addendum (if applicable) ☐ Exhibit F - WA Compliance Checklist ☐ Accepted proposal / estimate # [___] ☐ Site plan / drawings [IDENTIFY] ☐ L&I; disclosure statement (when required) ☐ COI / insurance endorsements ☐ Reseller permit (when applicable) ☐ Other: [_____]

CLIENT / GENERAL CONTRACTOR	PRIMED LANDSCAPING
Legal name: [_____]	Primed Construction LLC DBA Primed Landscaping
Authorized signer: _____	Authorized signer [redacted]
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

RECOMMENDED JOBBER / CRM CROSS-REFERENCE

“One-off commercial construction services to be performed in accordance with the executed [PROJECT NAME] Commercial Project & Subcontract Agreement dated [DATE], including the accepted project scope, incorporated exhibits, drawings/specifications identified therein, and approved Change Orders. Base contract price: $[AMOUNT] plus separately stated Washington retail sales tax when applicable.”

Sample template — sensitive business details redacted