**To: Gary Ly**

### Attention: GaryLy@johnlscott.com

### Date: Aug 30th 2024

**Project: Stucco Repair Estimate for 7909 78th Ave SE, Mercer Island, WA**

|  |  |  |  |
| --- | --- | --- | --- |
| salesperson | Proposal | payment terms | due date |
| William Miller | 20240701 | Progression Billing | Due on completion |

**Subject: residential building retexture**

Job Site: 7909 78th Ave SE, Mercer Island, WA

Dear: Gary Ly & Janie Lee

Mudd Monkies Inc is pleased to provide you with the following proposal based on the site assessment from Aug 30th Base proposal is for set scaffold, spot patch with spray method multiple areas around the building. Panels that need to be skimmed and retextured in entirety will be on a cost plus bassiss. project located at 7909 78th Ave SE, Mercer Island, WA

Per site walk we will be Setting scaffolding in sections starting with the waterfront section. Recommended First story skimmed with acrylic base coat in entirety. Panels with large cracks will be reinforced with fiberglass mesh embedded into the base coat. The building textured in resemblance to existing surface texture and color

This proposal will be for spot patch only on areas that have visible cracking. All panels that require skimming and texture to match existing will be done at a time and material basis. Journeyman $166.00 hr apprentice rate at $89 per hr.

Any demolition and repairs to demo areas will be based on a time and material basis. Bag and heat during winter hours will be on time and material basis.

Kitchen panels over stove will be stripped of varnish stain blended to match existing and new top coat applied.

**INCLUSIONS**

* Coordinate all work directly with you.
* Provide/install protective covering.
* Provide/assembly onsite scaffolding
* Synthetic finish to attempt o match spray method
* Daily clean-up (broom clean).
* Site coordination.
* Supervision and management

**ASSUMPTIONS/CLARIFICATIONS**

* **Labor is based on normal business hours, Monday - Friday 7am -4pm.**
* **Woodwork and paint will be don’t at a time and material basis.**
* It is our assumption that the finish texture is to be completed to match existing**.**
* It is expected that a clear schedule will be laid out and agreed on based on the schedule expectations.
* It is expected the job will be fenced or secured.

**EXCLUSIONS**

* **Washington State Sales Tax**
* **Paint**
* Building Permit
* Structural engineering and upgrades, if necessary.
* Building modifications that may be required by local officials for code compliance or upgrades.
* Security fencing for exterior scaffolding
* Caulking
* Unforeseen existing conditions
* Allowance for any hidden conditions, except as noted above

***FINANCIAL SUMMARY***

|  |  |
| --- | --- |
|  | |
| ***Deposit at $6500 progressive billing for remainder.*** | ***$ + WSST*** |
| ***Total $26790***  ***Deduction $2679***  ***Total after deduction $24,111*** | ***$ + WSST*** |

Thank you again for the opportunity to provide you with this proposal. Mudd Monkies Inc prides ourselves on building up the local economy. All products and materials are from the Pacific Northwest Region. If you should have any questions or should require further information, please don’t hesitate to contact me @

(206)226-2085.

Thank you,

William Miller

|  |  |
| --- | --- |
| **Acceptance: I agree to the terms hereof and acceptance of this agreement.** | |
| Purchaser | |
| By | Date |

Base Scope Images: Impact Patches

**TERMS AND CONDITIONS/CONSTRUCTION SERVICES**

Acceptance By authorizing Mudd Monkies Inc. to provide the construction services contemplated by this Agreement, Customer agrees to the terms and conditions herein stated.

Scope of Obligations Mudd Monkies Inc. shall provide construction service when contracted for, pursuant to the attached proposal, purchase order or estimate of which these terms and conditions are a part.

Obligations of Customer Customer shall extend all reasonable cooperation requested in terms of personnel access to premises where work is to be performed promptly providing information requested by contractor, and shall promptly notify Mudd Monkies Inc. upon observation of any unusual or unsafe condition.

Service Availability Mudd Monkies Inc. agrees to provide construction service during normal business hours, i.e., 6:00am to 5:30 pm, Monday through Friday, holidays excepted. Agreed upon changes are at the hourly rate and terms, including vehicle charges or special assessments, then in effect by Mudd Monkies Inc.

Charges and Terms Payment is due within 15 days of the invoice date. Any balance due after 15 days shall bear interest at the maximum legal rate permitted from the invoice date.

Taxes There will be added to all charges the amount of any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to any services rendered or materials supplied.

Limitation of Liability MUDD MONKIES INC. SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, AS A RESULT OF ANY MATTER ARISING OUT OF OR RELATING TO THE CONSTRUCTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ITS SUBJECT MATTER WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The customer agrees that Mudd Monkies Inc.'s liability thereunder for damage shall not exceed the amount paid for construction services and only if such damage is the result of Mudd Monkies Inc.'s negligence or willful misconduct.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and its agents and employees from any claims, damages, losses and expenses including attorney’s fees to the extent caused by the negligent acts or omissions, or willful misconduct of the Owner.

Unless stated in writing, MUDD MONKIES INC. DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Mudd Monkies Inc. shall not be responsible or liable for any loss, damages or delay in furnishing materials or failure to perform services when caused by fire, interruption of utility services, flood, acts of civil or military authorities, insurrection, terrorist act, riot, civil disorder, labor disturbances, or by any other cause which is unavoidable or beyond its control.

If the Contractor is delayed by any act or neglect of Owner or a separate Contractor employed by Owner, the time for completion shall be extended as necessary and an extension of time to compete the work does not preclude recovery of damages for delay by Contractor.

Default If Customer does not pay any amount due thereunder, or breaches any of the terms of this Agreement, Mudd Monkies Inc. may, in addition to any other legal remedies it may have, including the right to file a lien under state law, suspend work until payment is made.

Term Prices will be subject to periodic changes due to change in labor and material rates.

General Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions, but termination shall not relieve Owner of the duty to pay for work performed by Contractor.

Customer represents that it has authority to enter into this Agreement. Owner warrants that to the best of its knowledge there are no unsafe conditions or hazardous materials or substances in, on, around or affecting the area where the work is to be performed.

This Agreement shall be governed by the laws of the State where the work was done. In the event any party shall bring suit or action against the other for relief arising out of this Agreement, the prevailing party shall have and recover against the other party all court costs, disbursements, and a reasonable attorney's fee. Customer consents to and agrees to jurisdiction and venue of any proceeding in the District or Superior Court of the State of Washington for King County at Mudd Monkies Inc's election.

Making a final payment shall constitute a waiver of claims by the Owner except those arising from claims by third parties arising out of the contract, failure of the work to comply with the requirements of this contract, or manufacturer warranties passed on to the Owner by Contractor.

The Owner and Contractor shall commence all claims and causes of action against the other whether in contract, tort, breach warranty or otherwise arising out of or related to this contract within 365 days following Contractor’s completion of the work.

Publicity and Promotion. Customer and Mudd Monkies Inc., (MM) agree that MM is entitled rights of publicity or promotion with respect to the work completed by MM under this Agreement, including, but in no way limited to, photographs and written or graphical depictions of the work, the project, and product. MM may exercise such rights of publicity or promotion in any way it deems appropriate for marketing or other promotional purposes. MM shall retain exclusive ownership of any intellectual property rights that may result from any such publicity or promotion, including, but in no way limited to, copyright or trademark protection. Photographs or other graphical depictions of non-MM personnel will only be used with written consent by the Customer and the individual. Furthermore, the Customer agrees to the use of their name/logo by MM in furtherance of MM’s rights of publicity. Any press release will be mutually agreed upon (form and content) by both parties prior to its release.

Any notice required by this Agreement shall be deemed received, delivered in person, or by facsimile or sent by mail.