



PROJECT PROPOSAL

EMBMAM1935N1

February 20, 2023

Issaquah Village
c/o Associa EMB Management
15301 NE 90th Street, Suite 170
Redmond, WA 98052

ATTN: Rachel Clarke

AOC: First Choice

Original Work Request:

Moss Inhibitor Roof Treatment

Solution Proposed:

Moss Treatment

Contractor will apply a sand and/or water based moss treatment, which will permeate itself into the fibers of the roof, to help prevent future growth of moss.
NO WORK CAN BE SCHEDULED UNTIL WE HAVE A SIGNED ESTIMATE.



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Payment Terms:

WA State Sales Tax (WSST) is additional and not included in this proposal.

Payment to be made as follows:

Payment is to be paid in full upon completion of the project

Sub-Total Price	\$	1,050.00
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We look forward to the opportunity of providing services in your community. Please do not hesitate to contact us with any questions or concerns.

Sincerely,
Ron Neff
Service Manager
Associa OnCall
360-454-4576

15301 NE 90th Street, Suite 170, Redmond WA 98052 – p (425) 452-7330 f (425) 452-7335

www.associaoncall.com – emb@associaoncall.com

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Terms & Conditions

1. LICENSING: Contractor is duly licensed under the law and statutes of the State of Washington.
2. EXCLUSIONS AND QUALIFICATIONS: A reasonable allowance on all dimensions shall be allowed. Site will be received, free of debris and ready to commence work. This contract provides for no import, export or movement of soil unless indicated here: **N/A**
3. TIME LIMIT: This proposal is valid for 14 days from the date herein above written. At which time the contractor reserves the right to resubmit an updated proposal to the client based on the current market pricing and conditions. **Holding the proposal for 14 days has nothing to do with labor. Labor the job remains the same. Due to the volatility in the construction material market, currently, it is not possible to hold bids of that log of a period of time. We are doing our best to accommodate you and the owners by delivering quality work at a reasonable price. Please let us know how we can serve you better.**
4. ADDITIONAL WORK: Should client or his agents direct or request additional work, outside of the scope of the attached plans and specifics, then Contractor shall perform that work and the cost of the additional work shall be added to the contract price in accordance with a signed change order and paid by the Client as agreed. Contractor shall be reimbursed for any unusual or unknown conditions such as rock, highwater table, etc.
5. RIGHT TO STOP WORK: Contractor shall have the right to stop work if any payment shall not be made to him under this agreement. Such action by Contractor shall not, in any manner, be deemed a breach of this contract by Contractor.
6. DELAYS: Contractor shall be excused for any delays or defaults by him in the performance of this agreement caused by acts of the Client or Client's agents, acts of any governmental authority, acts of God, the elements, war conditions, commercial shortages or required labor or materials, litigation, labor disputes, extra work, failure of the Client to make payments when due promptly, or other contingencies unforeseeable by or beyond the control of the Contractor.
7. CONTRACTOR RESPONSIBILITIES:
 - a. LIENS: Contractor will be responsible for discharging all liens filed as a result of the work, providing the Contractor has been paid in full.
 - b. CONTRACTOR LIABILITY: Contractor assumes full responsibility for any payments to his employees, agents, subcontractors, and subcontractors' employees/agents, when acting under Contractor's directions; so long as Contractor has been paid in full.
 - c. PERMITS: Contractor will NOT apply and pay for all construction permits as necessary unless it is itemized in an addendum.
 - d. WORKERS COMPENSATION AND LIABILITY INSURANCE: Contractor shall provide and maintain during the continuance of this agreement, a policy of workers' compensation and liability insurance for the protection of his employees and Client's property.



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Terms & Conditions (Continued)

8. **AGREEMENT, SPECIFICATIONS & PLANS:** This agreement, the plans for the project, and the specifications for the project, are intended to supplement each other so that any work mentioned in one such instrument, but not the others, shall be performed in the same manner as if mentioned in all such instruments. If a conflict arises between such instruments, the specifications shall control the plans and this agreement shall control both the plans and specifications.
9. **PRIOR AGREEMENTS:** This instrument constitutes the sole and only agreement of the parties hereto relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiation, or representations not expressly set forth in this agreement are of no force and effect.
10. **MODIFICATION AND PAYMENT FOR MODIFICATION:** The Client and Contractor must agree, in writing, to any modification or additional to the work covered by this contract. The Contractor shall do no extra work without the written authorization of the Client. Any written agreement shall list the agreed price, any changes in terms and be signed by both parties. Any Change Orders for changes or extra work shall be incorporated in and become part of this contract. Contractor shall be compensated in an amount to be determined before the extra work is performed and such amount, including Contractor's usual fee for overhead and profit, shall be made as the extra work progresses, concurrently with payments made under payment schedule.
11. **NO FAULT DAMAGE – FIRE AND ACTS OF GOD:** If the project or any part thereof is destroyed by fire, theft, vandalism, accident, or act of God, or in any other way damage through no fault of the Contractor, any work done or materials furnished by Contractor in restoring or rebuilding the project shall be paid for by Client, as an "extra" if Client elects to rebuild. If Client elects not to rebuild, Contractor shall be paid for all work done and materials prepared, ordered, and in place prior to the event causing the damage. This payment will include a reasonable profit and overhead. Client must elect to rebuild or not within (30) days of damage or destruction of the project. If Client fails to make such election, Contractor may terminate this agreement and shall be paid in the same manner as if the Client elected not to rebuild.
12. **ENFORCEMENT:** In the event of the parties hereto becoming involved in litigation arising out of this Agreement, or the performance or breach thereof, the court in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court shall not be bound by any court fee schedule and may, in the interest of justice, award the full amount of costs, expenses and attorney's fees incurred in good faith.
13. **GUARANTEE OF WORKMANSHIP:** Work performed under this contract shall be completed in a workmanlike manner. Approval by building inspectors shall be deemed to constitute a determination that work was completed in a workmanlike manner and shall be binding on the undersigned. There are no warranties either expressed or implied except those specifically set forth in this contract, and there are absolutely no guarantees: (1) not to



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exceed ninety (90) days unless otherwise specifically stated; (2) on installed or repaired hardscape against cracking, settling, raising or discoloration; (3) nor is mastic guaranteed from pulling away as a result of raining or settling.

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Terms & Conditions (Continued)

- a. **BROOM CLEAN CONDITION:** On completion of the project, Contractor shall remove all debris and surplus materials of his own making from the site of the project and leave such site in “broom clean” condition.
 - b. **MATCHING COLOR AND TEXTURE:** Where texture and colors are to be matched, Contractor shall make every reasonable effort to do so using standard texture colored material but does not guarantee a perfect match.
14. **WARRANTY:** Guarantees and warranties are effective only if Client has complied with all the terms and conditions, payments, and other provisions of this contract.
15. **WARRANTY LIMITS:** The Liability of the contractor for defective materials or installations is hereby limited to the replacement or correction of such defect and/or installation. No other claims or demands what-so-ever shall be made upon or allowed against the Contractor. This limited warranty extends only to the Client and is not transferable. There is neither implied warranty or merchant ability or implied warranty of fitness for any particular purpose. There are no warranties, either expressed or implied which extend beyond the description contained in this paragraph. This warranty shall terminate one year from the date of final inspection or the date of completion, whichever is sooner.
16. **CLIENT RESPONSIBILITIES:**
- a. **PROPERTY LINES, EASEMENTS AND ACCESSIBILITY:** Client shall be responsible for the location of property lines, easements and providing access for Contractor. Any work stoppage and/or change or work because of property line disputes or accessibility shall be treated as additional work and so charged.
 - b. **UNDERGROUND UTILITIES:** Client shall be responsible for location and depth of underground utility lines and/or systems.
 - c. In Compliance with Federal and State Law, Client agrees to make drinking water and toilet facilities available to all workmen or compensate Contractor cost of rented units. Client agrees to provide electricity and water at job site as may be required by Contractor to work herein.
 - d. Client or Client’s agent shall be responsible to coordinate the respective trades to ensure efficient and economical accomplishment of the work.
 - e. **MAINTENANCE RESPONSIBILITIES:** Unless specifically included in the scope of work, Client and not Contractor, is responsible for any existing conditions. In the event that any existing conditions are “illegal” or not in conformity with existing building code requirements, and Contractor is required by either Client or anyone else, to repair, or bring those conditions up to code, will be treated as additional work and so charged.
17. **ASBESTOS, TOXIC MATERIALS AND HAZARDOUS WASTE:** Unless the contract specifically calls for the removal, disturbance or transportation of asbestos, toxic material, or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Client to obtain a duly qualified asbestos and/or hazardous material Contractor to perform the work or do the work himself at Contractor’s option. Said work will be treated as an extra, under this contract.



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Terms & Conditions (Continued)

18. **VALIDITY AND DAMAGES:** In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable, or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby any damages for which Contractor may be liable to Client shall not, in any event, exceed the cash price of this contract.
19. **CHOICE OF LAW:** This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

Attachments of other documents hereby made part of this Agreement:

_____ Terms & Conditions

_____ Additional Scope of Work

_____ Plans

_____ Additional Specs

_____ Other

_____ N/A

By signing below, Customer and Contractor each acknowledges that it is read and understands the above and attached terms and conditions and that it accepts and agrees to be bound by such. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

BY: _____
For: Associa OnCall

BY: _____
For: Association/Board of Directors



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www.associaoncall.com – emb@associaoncall.com

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