



Alta Floors & Tile

PO Box 4097 • Everett, WA 98204-0010 • Phone: (206)773-7361

Modern Carpentry
Phone: (206) 769-8968

9007 28th Ave NW
Seattle, WA 98117

Job Address:
2323 Eyres Pl W
Seattle, WA 98199

Print Date: 1-22-2025

Proposal for 2323 Eyres Pl W / Greg Bowen

CONSTRUCTION CONTRACT

This is an agreement for construction work to be performed by Alta Floors & Tile("Contractor") for the customer named above (Owner)

This ("Agreement") is made by and between the Contractor and Owner (the "Parties"). Contractor and Owner hereby mutually agree as follows:

1. Contract Documents. The contract documents for this Agreement consist of this Construction Agreement; Exhibit A (the "Scope of Work") attached hereto; Owner's signature below indicates acceptance of the contract documents:

Owner hereby confirms that the Owner received the documents identified above:

2. Scope of Work ("Work"). The Contractor shall perform the Work for the Owner as outlined in the attached Scope

of Work document, which is incorporated herein. The Contractor has no obligation to perform work beyond what is described in the Work. If the Contractor agrees to perform additional work outside the initial scope any and all labor, materials, supplies, equipment, or other costs provided by the Contractor outside the Work shall be compensated as provided in Section 6. By signing this Agreement, the Owner acknowledges it has the authority to provide access and approve work and property improvements on behalf of all property owners or interest holders.

Items	Description	Qty/Unit	Unit Price	Price
WORK SCOPE 02.30 - Customer Note	***HARDWOOD FLOORS*** MAIN LEVEL 650.5 UPPER LEVEL 860.75 SQFT: Supply and install new 5" White Oak Select. Supply and install wood heat registers. Finish floors with BONA HD (HIGH TRAFFIC), clear finish only (no stain per customer) STAIRS: Sand down original stairs and treads. Finish with clear coat per customer. STAIR NOSING: Sand down stair nosing and re-finish. Sand by hand around glass paneling.	1	\$0.00	\$0.00
FLOOR PREP ALLOWENCE 15.06 - Hardwood Labor - Wholesale	Minimum Prep	1	\$1,500.00	\$1,500.00
INSTALLATION 15.06 - Hardwood Labor - Wholesale		1,511.25	\$5.25	\$7,934.07
HEAT REGISTER INSTALLATION / FINISH 15.06 - Hardwood Labor - Wholesale	**TBD** Quantity	8	\$75.00	\$600.00
WOOD FINISH 15.06 - Hardwood Labor - Wholesale	Clear Finish Only	1,511.25	\$6.75	\$10,200.95
FLOATING TREADS 15.06 - Hardwood Labor - Wholesale	Refinish floating treads with clear coat.	14	\$180.00	\$2,520.00
INCLOSED TREADS / RISERS 15.06 - Hardwood Labor - Wholesale	Refinish stairs & risers going to lower level with clear coat.	12	\$120.00	\$1,440.00
HAND PREP / FINISH 15.06 - Hardwood Labor - Wholesale	NOSING: This includes protecting areas that will need hand sanding like metal plating. Sand by hand to get area ready for finish.	1	\$1,100.00	\$1,100.00
HARDWOOD SUPPLY 15.01 - Hardwood Materials - Wholesale	Wood supply + waste 1680 SQFT; Sheoga (clear) White Oak 4 1/4" - \$17,430.00 Sheoga (clear) White Oak 3 1/4" - \$16,917.60 White Oak Select 4" - \$11,020.8 White Oak Select 3 1/4" - \$10,399.20	1,680	\$10.38	\$17,430.00
		8	\$57.00	\$456.00

Total Price: \$43,181.02

Terms of Contract

- 1. Change Orders.** After this Agreement is signed, any change in the Scope of Work must be outlined in a change order signed by the Owner and Contractor ("Change Order"). A request for a Change Order occurs when the Owner requests the Contractor to perform services that are not described in this Agreement or when the Owner requests the Contractor to deviate from the Scope of Work that is described in this Agreement. Any Change Order request will need to be approved by the Contractor. Change Order requests may include an increased cost or extended completion timeline as described in the Change Order request form.
- 2. Estimated Cost.** The estimated cost is exactly that—an estimate—and costs may increase or decrease depending on several factors, including the availability of and changes in labor and material costs. The contractor shall notify the Owner in writing when the Contractor learns the total cost for the performance of this Agreement will exceed the estimate by at least 10%. As part of the notification, the Contractor shall provide the Owner with a revised estimate. All Payments made hereunder shall be deemed earned upon receipt. Sums due hereunder are payable as provided in Section 6.
- 3. Billing.** A 50% deposit is due upon execution of the contract and before the project start date. The remaining 50% is due once the work is completed. Payment is due within 14 days of the invoice date. Payments received more than 14 days after the invoice date are subject to a late fee of 5% of the amount of the payment due. Outstanding invoices more than 30 days past due will incur a monthly service charge of 5% of the total amount owed. Any outstanding invoices after 60 days will be referred for collection, and the Owner shall pay all related collection costs. Contractor charges a 4% convenience charge for payments made by credit card.
- 4. Payment Terms.** The Owner shall make prompt payments. Failure to make any payment on time shall be a material breach of this Agreement which discharges Contractor's obligation to perform. If, through no fault of the Contractor, the project is destroyed or damaged during construction or if the Owner terminates this Agreement, then the Owner agrees to pay the Contractor for work completed or materials purchased through the date of destruction or termination. Any additional work performed by the Contractor to rebuild or restore the project that is not necessary as a result of fault by the Contractor shall be paid by the Owner as extra work.
- 5. Relationship of Parties.** The Contractor is an independent contractor with respect to the Owner and not an employee of the Owner. The Owner has no right or power to control or otherwise interfere with the Contractor's mode and method of performing its work. The Contractor is responsible for completing the work

but may engage subcontractors or others to assist in that effort.

6. **Additional Work or Concealed Site Conditions.** If the Contractor encounters necessary additional work outside the scope of the Work or any concealed or latent site conditions (such as unknown or undisclosed dry rot, infestation, concealed wires, concealed cables, or concealed pipes) before or during the performance of the Work that was unknown at the time of contracting, or if such conditions differ materially from those generally inherent in the type of work being provided in this Agreement, Contractor is entitled to an adjustment of the agreement price and time for performance. Upon discovery of any concealed site condition, the Contractor shall promptly notify the Owner of the condition and provide the Owner with an updated estimate.
7. **Hazardous materials.** The Contractor is not responsible for the removal of hazardous materials such as asbestos, lead paint, or similarly hazardous substances that have not been rendered harmless. Owner expressly warrants that no hazardous materials are present at the Project Site that would be impacted in any manner by the Work. Owner expressly agrees to indemnify, defend, and hold harmless Contractor for any and all damages or liabilities arising from the discovery of undisclosed hazardous materials
8. **Warranty.** The Contractor warrants that the work shall be free from defects in workmanship for one year after the Contractor's last day of work on the project, or substantial completion of Work, whichever is earlier. If a substantial defect in the workmanship occurs, the Owner shall contact the Contractor in writing within seven (7) days of the discovery of the substantial defect. If the Owner notifies the Contractor within seven (7) days of discovering the substantial defect, the Contractor will repair the substantial defect without cost to the Owner. Liability under this warranty is limited to the replacement or correction of defective labor provided under this Agreement. Whether under a warranty, contract, statutory, or tort theory, the Contractor shall not be liable for special, indirect, or consequential damages nor shall the Contractor be liable beyond the combined amount available under its applicable insurance coverage and bond. No appliance, equipment, or consumer product provided under this Agreement is included in this warranty. All manufacturers' warranties will be assigned to the Owner. If no claims are brought within one year, the Owner waives its right to bring claims, whether in tort or contract, alleging defects.

THIS WARRANTY IS A LIMITED WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, USE, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE). ALL OTHER WARRANTIES ARE EXPLICITLY DISCLAIMED.

9. **Owner's Rights.** The Owner has the following rights:
 - The right to receive the products and services agreed to in the Agreement;
 - The right to resolve disputes through means outlined in the Agreement;
10. **Owner's obligations.** Owner shall provide Contractor complete and continuous access to the Project Site during the progress of the Work and shall not interfere with Contractor's on-site activities. The Owner shall clear the immediate work area (minimum of two feet from siding) and any adjacent areas that may be impacted by the Work and shall remove, tie, or trim back shrubs, trees, flowers, or landscaping elements which may hinder or delay the Work and which are situated in a position where they may be damaged or

destroyed in the course of the Work. The Owner shall remove any items from the interior walls that may fall during normal work activities. The Contractor shall not be responsible for damage to such items that are not removed or for damage to lawns and landscaping resulting from the Contractor's reasonable construction practices. Owner is required to identify the real property lines to Contractor and shall hold Contractor harmless for any disputes or errors related to or arising from real property lines misidentified by Owner.

11. **Contractor's obligations.** The Contractor agrees to coordinate the work of any subcontractors. The Contractor shall comply with all laws, rules, ordinances, and regulations relating to the performance of the Work under this Agreement. The Contractor shall maintain insurance and bonding as required by the Washington state law.
12. **Clean-Up:** The Customer shall be solely responsible for the removal of all construction-related debris generated by the execution of the project. This includes but is not limited to, materials, packaging, and waste produced by the construction activities. The Contractor shall clean up and remove only the construction debris directly resulting from the Contractor's work. Any additional trash or debris unrelated to the Contractor's work shall be the sole responsibility of the Customer. Upon completion of the project, the Contractor shall ensure that the work area directly impacted by the Contractor's activities is left in a broom-clean condition, free of construction debris and materials.

If the start date is delayed more than 60 days for reasons caused by or under the control of the Owner, then the Contractor may cancel this Agreement, seek damages, and retain the Owner's deposits or may return part or all deposit monies to the Owner.

13. **Time.** The Work to be performed under this Agreement shall be performed in a timely manner once it is commenced. The Contractor shall not be responsible for delays beyond its control, including but not limited to acts or omissions of the Owner, inability to obtain materials or equipment, labor disputes, and acts of God. The Contractor shall not be liable for any special, indirect, or consequential damages arising out of delays in the performance of the Work.
14. **Termination.** If the Owner fails to comply with any of its obligations hereunder, the Contractor may terminate this Agreement. If Contractor terminates this Agreement pursuant to this paragraph, Contractor may retain any payments received under this Agreement; immediately stop work; file a legal action against Owner; and may seek any other remedy provided by law or equity. If the Owner desires to cancel after contract execution and deposit collection but before the start of the project, a cancelation fee of 20% will be charged to the Owner. It is understood that the cancelation fee before the start of the project is to compensate the Contractor for Pre-Project overhead expenses and services. If the Owner desires to cancel after the start of the project, a cancelation fee of 30% will be charged to the Owner as well as the cost of any outstanding labor and material invoices for any work performed up until the time of cancelation.
15. **Costs and Attorney Fees.** In the event either party hereto brings an action, suit, or arbitration to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party their costs, expenses, and reasonable attorney fees, including such costs, expenses, and fees incurred on appeal, to confirm the arbitration award to a money judgment, or to collect amounts due under the arbitration award or a subsequently obtained money judgment.

16. **Materials Price Escalation.** The Estimate was calculated using current prices for component building materials. The Contractor shall use and install standard grade or builder's grade materials on the project and complete the Work in a workmanlike manner. The market for building materials is volatile, and sudden price increases can occur. If the prices of materials purchased after execution of this Agreement for use in this project increase, the Owner agrees to pay the cost increase. In the event of such a cost increase, the Contractor shall deliver a written change order to the Owner stating the increased cost for the building material or materials in question.
17. **Permits.** The Work may require permits from the county where the real property is located. The Owner is ultimately responsible for obtaining all necessary permits for the Work. The cost of required permits is not included in the Estimated Price.

NOTE: If the Work includes exterior work that will have a base height of four (4) feet or greater above the ground, the Owner must obtain certified drawings of the Scope of Work as it pertains to that aspect of the Project and the Owner must obtain the necessary permits pertaining thereto.

18. **Explanation of Mediation or Arbitration Clause.** An arbitration or mediation clause is a term of a contract that controls how the parties will resolve disputes that may arise during, or after the construction project. Arbitration clauses are very important. They may limit a consumer's ability to have their dispute resolved by the courts or LNI. **THIS AGREEMENT CONTAINS AN ARBITRATION AND/OR MEDIATION CLAUSE.**
19. **Dispute Resolution.** Any dispute or claim that arises out of or that relates to this Agreement, or the interpretation or breach thereof, or to the existence, validity, or scope of this Agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of Arbitration Service chosen by the Contractor, and judgment upon the award rendered under such arbitration may be entered in any court having jurisdiction thereof. The Owner, the Contractor, and all subcontractors, sub-subcontractors, material suppliers, engineers, architects, designers, construction lenders, bonding companies, and all other parties concerned with and involved in the performance of the Agreement are bound, each to the other, by this arbitration clause, provided such party has signed this Agreement, or has signed a contract that incorporates this Agreement by reference, or signs any other agreement to be bound by this arbitration clause. This arbitration clause shall not preclude any party from filing a statutory construction lien or from commencing suit to foreclose such lien, but the foreclosure suit shall be stayed until the rendering of the arbitration award, which award shall be binding in such foreclosure suit as to all matters determined in arbitration, and the lien may then be foreclosed to the extent permitted by law.
20. **Marketing.** The Contractor may take project photos or videos of the Work to market its services. All digital materials remain the property of the Contractor and can be used for marketing purposes. All media will ensure the privacy of the Owner and will not disclose the address of the project location.
21. **Indemnity.** To the fullest extent permitted by Washington law, Owner shall defend and indemnify and hold Contractor and its agents and employees harmless from and against all liability, claims (including tort, contract, statutory, and administrative claims), losses, costs, and damages, and attorney fees, in any way arising out of the performance of the Work, including damages to the Work, the project, or property, real or personal, owned by others, and injury to or death of any person, caused in whole or in part by the acts or

omissions of Owner or its agents or employees.

22. **Entire Agreement & Interpretation.** This Agreement constitutes the entire contract between the Parties. All terms and conditions contained in any other writings previously executed by the Parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of the Agreement shall be deemed effective unless in writing and signed by the Parties, hereto. This written Agreement contains the entire agreement between the Owner and Contractor as of the Effective Date. No other prior oral or written inducement or promise has been made to or extended from either party as a part of this Agreement. This Agreement has been negotiated by the Parties, and in the event of an ambiguity, neither Party shall be deemed the drafter.
 23. **Waiver & Severability.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision contained herein. Nor shall any waiver constitute a continuing waiver. If any term or provision of this Agreement is determined or adjudged to be legally invalid and/or void, all other terms and provisions of this Agreement shall remain in full force and effect.
 24. **Amendment.** This Agreement may not be amended or modified except by written agreement executed by the Parties.
 25. **Assignability.** This Agreement is not assignable without the written consent of the Contractor and is binding upon the Owner's heirs, devisees, trustees, and personal representatives.
 26. **Applicable law & Venue.** This Agreement shall be governed by the laws of the State of Washington.
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