



ESTABLISHED 1947

Date: December 6, 2025

Project Address:

6838 96th Ave SE
Mercer Island, WA 98040

Matt Wiley,

Everyone at Moran Brothers Shipbuilding, LLC dba Seaborn Pile Driving Company is excited to offer the following proposal for your project. With 79 years of experience designing and building docks, bulkheads, and beaches, we have the knowledge and expertise to provide excellent service on your dock.

Proposed Work Description:

- Supply and install (1) used Sunstream Jet Ski lift

Project Costs:

Supply and install (1) used Sunstream Jet Ski lift	\$ 7,499.00
Sales tax (10.2%)	\$ 764.90
	=====
Total	\$ 8,263.90

Note:

- *Contract prices expire 1 year from the date of the initial estimate and are subject to change based on market conditions at the time the work is performed.*

Seaborn Services - WA. State Contractor #SEABOPD942CG THIS CONTRACT ("Contract") is dated as of the date last signed below by and between Moran Brothers Shipbuilding, LLC, a Washington limited liability company dba Seaborn Services ("SS") and the below-identified Owner ("Owner"). SS and Owner agree as follows:

1.1 **Payment.** The Owner shall pay to SS any amounts due hereunder electronically no later than five (5) days after invoice by SS. Electronic payment instructions will be provided to Owner.

1.2 **Access to Project.** The Owner shall at all times permit SS, its agents, employees, laborers, subcontractors and material suppliers to have full and unrestricted access to the Project for the purpose of performing the Work, including but not limited to performance of punch list type items.

Seaborn Services

1080 W. Ewing Pl. Suite 300 Seattle, WA 98119 - Phone: 206.236.1700

Email: Info@seabornpiledriving.com



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1.3 **Site Coordination and Indemnification: Waiver.** Owner agrees to act as a liaison between SS and neighboring property owners concerning construction scheduling, traffic, parking and other stated concerns of neighboring property owners. Further, Owner will defend, indemnify and hold SS harmless from any demands, liabilities, costs, expenses (including but not limited to reasonable attorney fees and court costs) or claims against SS that arise out of or are related to this Contract or SS's work under this Contract, where such claim or demand is not attributable solely to the negligence of SS. The Owner hereby waives any right to damages, losses and expenses due to errors or omissions on the part of SS, unless and only to the extent that such errors or omissions are due to SS's gross negligence or intentional misconduct or as otherwise provided herein. The terms of this Section 1.3 shall survive the expiration or earlier termination of this Contract.

1.4 **Warranty.** SS guarantees the Work shall be free from defects or deficiencies for a period of one (1) year from substantial completion of the Work ("Limited Warranty"). If the Owner wishes to make any claim under this Limited Warranty, Owner must promptly notify SS in writing following Owner's discovery of the alleged defect or deficiency. Upon receipt of notice from the Owner, SS will investigate and make all necessary warranty repairs for any condition covered by this Limited Warranty. The Owner's remedies under this Limited Warranty are limited to repair or replacement, in SS's sole discretion to be performed by SS, of nonconforming or defective work. This Limited Warranty is the exclusive warranty given by SS.

1.5 **Termination.** Either party may terminate this Contract at any time upon written notice to the either party. SS shall be entitled to payment for all Work performed through the effective termination date and any expenses reasonably incurred due to the termination.

1.6 **Electronic Signature/Counterparts.** This Contract may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single Contract. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. This Contract shall not be binding until all parties have signed at least one counterpart. Each party hereto agrees that the execution of this Contract (including the electronic signature) may be conducted by electronic means (the term electronic signature and electronic being defined for purposes of this sentence in Washington's Uniform Electronic Transactions Act).

Accepted By: Matt Wiley

(Signature of Owner or Agent)  _____

Date: 4/22/2026

Accepted By: Ted Burns

Seaborn Signature: Ted Burns

Date: Dec. 6, 2025