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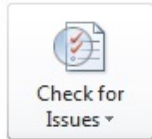
Information about retail letter

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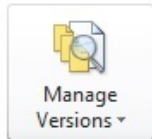
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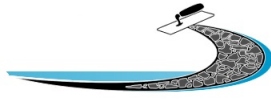
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ACD LLC
 Issaquah, WA 98027
 (425)830-1865
 office@ableconcretedesigns.com

BILL TO

Nate Williams
 Redtail
 WA United States

INVOICE 1109**DATE 11/21/2018****DUE DATE 11/21/2018****TERMS**

1/2 upon start 1/2 upon finish

CUSTOMER PHONE #

(701) 609-1050

DESCRIPTION	AMOUNT
Project Address 111 E Hamlin ST Seattle, WA	0.00
Form Work Labor, Lumber, Nails etc etc	0.00
Concrete Stairs Labor, Place, Pour and Finish - Broom Finish	5,200.00
Concrete Driveway Labor, Place, Pour and Finish- Broom Finish	6,000.00
Concrete Curb Labor, Place, Pour and Finish - Per Plans, Per Specs	4,500.00
Seattle City Sidewalk Per Plan, Per Specs for Seattle city sidewalks	7,500.00
Concrete Driveway Apron Labor, Place, Pour and Finish Per City Specs, Per Plans	3,500.00
Able Concrete Designs Pays for All Materials Including: Concrete, Concrete Pump Rental, Rebar, Hold Downs, Labor, Lumber and any other materials	0.00
Contractor does excavation, grading and dirt work Includes any vapor barriers, equipment rentals or materials.	0.00
Contractor is responsible for all Demo, Grading and Dirt Work There is a hand digging charge of \$55.00 per Man per Hour if excavation/grading is not correct.	0.00
Note Contractor is responsible for all permits, road closures and no parking permits. Including all signage and placements	0.00

ABLE CONCRETE DESIGNS LLC

www.ABLECONCRETEDESIGNS.com
 Licensed, Bonded & Insured
 #ABLECCD8500H

DESCRIPTION	AMOUNT
<p>Upon Acceptance, You Are Agreeing To The Following Terms</p> <p>CHANGE ORDERS. Owner may, without invalidating this Contract, order in writing extra work or make changes by altering, adding to, or deducting from the work, and the Contract price and time for completion shall be adjusted accordingly. All such changes will be agreed and executed in writing by Owner and Contractor. All such changes will be executed under the terms and conditions of this Contract. Contractor must perform all changes as agreed. On occasion, there is extra work that is unforeseen such as additional concrete under existing concrete or additional materials needed. Contractor will notify Home Owner of additional costs prior to doing the needed additional work.</p> <p>CANCELLATIONS - Upon receiving a down payment, contractor begins to schedule around your project. If you decide to cancel after signing the estimate and giving a down payment for the work to be completed, you are in violation of our intended contractual agreement. Legal fees, time, gas and materials must all be considered upon agreeing to a reimbursement or refund.</p> <p>WEATHER POLICY - Washington State weather is unpredictable, you nor I have any control over such things. In the event of extreme cold, hot or wet - we may need to reschedule your project. Please understand that we are as frustrated as you may be and are doing the best we can to give you a superior end result on your project.</p>	0.00
<p>Change Order Additional Wall Work</p>	1,500.00
<p>Note -Concrete & Pump (Concrete = \$1730.73 & Pump \$600)</p>	-2,330.73
Thank you for your business.	PAYMENT 13,350.00
TOTAL DUE \$12,519.27	

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#ABLECCD8500H

62nd SW and Hamlin

Chris Huttyler <chutman@gmail.com>

Wed 12/4/2019 10:02 AM

Hi Jason and Amber,

[Redacted text]

Also, there was a water line cut at 111 E Hamlin due to not calling Locates before your work started.

[Redacted text]

The water pipe at Hamlin was cut because you didn't call for locates before you started saw cutting. It is each subs responsibility to call for locates before starting their own work. **You can't assume existing markings are sufficient.** Calling for locates is a requirement before work starts. If you think you did call for locates, call them and send me the reference number and I can argue with SPU on this bill.

[Redacted text]

Good luck,

Chris

Reply all | Delete | Junk | Block

RE: Past due invoice for SPU damage claim RC-19-111

You replied on Wed 11/27/2019 9:50 AM

David, Brenda <Brenda.David@seattle.gov>
Tue 11/26/2019 4:25 PM
Amber Anderson; Matt Herron <matt@47northdevelopment.com>; chutman@gmail.com; Duncan, Eric <Eric.Duncan@seattle.gov>

Ms. Anderson:

Thank you for responding. Actually, this is the first time I've heard from you or anyone at Able Concrete Designs.

I'm cc'ing Matt Herron from 111 Hamlin LLC and Chris Hutylar from Hutylar Consulting, as I've also been in communication with them about this matter. SPU is not privy to the agreements between property owners, developers, contractors, sub-contractors, or other interested parties. What I do know though, is that SPU rate payers should not pick up the tab for damages caused by any of those parties.

Under the law, Able Concrete Designs, 111 Hamlin LLC, and Hutylar Consulting are all liable for this damage. It matters not to SPU who pays for this damage, but my goal here is that SPU rate payers don't pay for it.

Also of concern is that Able Concrete Designs failed to call in a locate for this project. You are required to do this, even if other contractors call in locates as well. In other words, you cannot work under someone else's locate. No locate was called in by anyone for this work. This is a clear violation under RCW 19.122.070 and this violation has been reported to the Washington Utilities and Transportation Commission. If a locate had been called in, it is doubtful we would be here in the first place.

As I noted in my letter dated October 30, 2019 to you:

"...my research of Washington One Call from September 1, 2018 through October 19, 2018 revealed no locate was requested by Able Concrete Designs, nor by any other contractor for the type of work your crew was performing. If, in fact, this work was performed without a locate request, this is a serious violation of Washington State Law, specifically, RCW 19.122.070, which states in part:

(2) ... In those cases in which an excavator fails to notify known facility operators or a one-number locator service, any damage to the underground facility is deemed willful and malicious and is subject to treble damages for costs incurred in repairing or relocating the facility. (Emphasis added.) **Treble (triple) damages in this matter would be \$7,297.80.**

Please remit \$2,432.60 to: Seattle Public Utilities
PO Box 94647
Seattle, WA 98124-4647

Be sure to note the SPU Claim No. RC-19-111 and Invoice No. SU1002894 on your check.

This claim will be rebilled to triple damages if it is not paid in full by December 16, 2019.

I encourage the three of you to work something out. I look forward to your timely and appropriate response.

Best regards,

- Favorites
 - Inbox 504
 - Clutter 5010
 - Sent Items**
 - Drafts 10
 - Add favorite
- Folders
 - Inbox 504
 - Drafts 10
 - Sent Items
 - Deleted Items 801
 - Junk Email 43
 - Archive

**Sent Items** ★

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RFP Boardwalk ...

1c2a9b9681bf3c67a2df74b231c27a4a@job.cr...
Decorative Concrete Finisher Wed 12/11
I emailed you last night but I forgot to mentio...

3c68a3397b7a372fb67e2f53471154b8@job.cr...
> Decorative Concrete Finisher Tue 12/10
Please give me a call, a lot of experience and ca...

Last month

David, Brenda
> Past due invoice for SPU da... Wed 11/27
We are no longer in business so it would be be...



Brenda.David@seattle.gov
Past due invoice Tue 11/26
Again, for the 3rd time. We were not responsib...

35fcdff728e634ea96c1a507c189cc74@sale.cra..
> 21CF refrigerator 11/18/2019
I can come pick this up tomorrow, would you c...

To Whom This May Concern:

December 21, 2019

I am going to address strictly this complaint in this situation. Although there are other complaints from this company, I will strive to address only this one.

The issuing complaint from Seattle Public Utilities is rather shocking because it is simply untrue. I have responded each and every time I have received communication. I have included every email and letter sent to the Seattle Public Utilities including the "information" on the word document to show that this was indeed when I wrote the letter and sent back to them in their envelope. I have also included the details to the email sent as a reply to Seattle Public Utilities. The fact that this is presented to you as if we are non-responsive is insulting and honestly, very biased. We have completed many successful projects within the City of Seattle and am dismayed at the tone of the letter received by Seattle Public Utilities. I have also included the email from them, obviously responding to another email I had sent in response.

Able Concrete Designs was NOT unresponsive.

Disagreeing with the demand for money is not being unresponsive, it is just disagreeing.

This is not our problem and I have stated why over and over again. The contract between Redtail Construction and Able Concrete Designs LLC plainly says that they are responsible for ALL permits, calls, placements and surveying of the property to be worked at. I have included a copy of the contract.

I have also included an email from Mr. Hutlyer stating that he was aware there was existing markers placed for us to follow in forming up this project.

We have repeatedly tried to work things out with them, but they refuse to compromise on anything.

At this time, Able Concrete Designs LLC, is out of business. We have no income from this business, no tools and no employees. We did not do error at this project and was only following their instructions and markers.

For the fourth time, please invoice the company that IS responsible for this damage.

Thank you for your time.

Sincerely,

Amber Anderson

Owner/Office Manager

Able Concrete Designs LLC

To Whom It May Concern:

August 28, 2019

We recently received an invoice for broken utilities at a job at 111 E Hamlin. We were subcontractors of RedTail Construction. They were the responsible party for calling in to 811 and assured us that they had. They told us where to place our forms and where to place stakes to hold the forms.

We hold no liabilities to this invoice due to working under them and their license and insurance.

I have included all the contact information that we have for this company. We have ceased working for them in any capacity due to constant issues with payment and job sites.

Thank you,

Amber Anderson

Office Manager

Able Concrete Designs LLC

Company – Red Tail

Contact – Nate Williams

Phone Numbers: (701) 609-1050 & (360) 208-0234

Email - nwilliams@redtailco.com

Address - 8812 36th St SE, Snohomish, WA 98290