

ESTIMATE



Prepared For

Justin Suina

Yelm, WA 98597

Lionheart Fence Builders

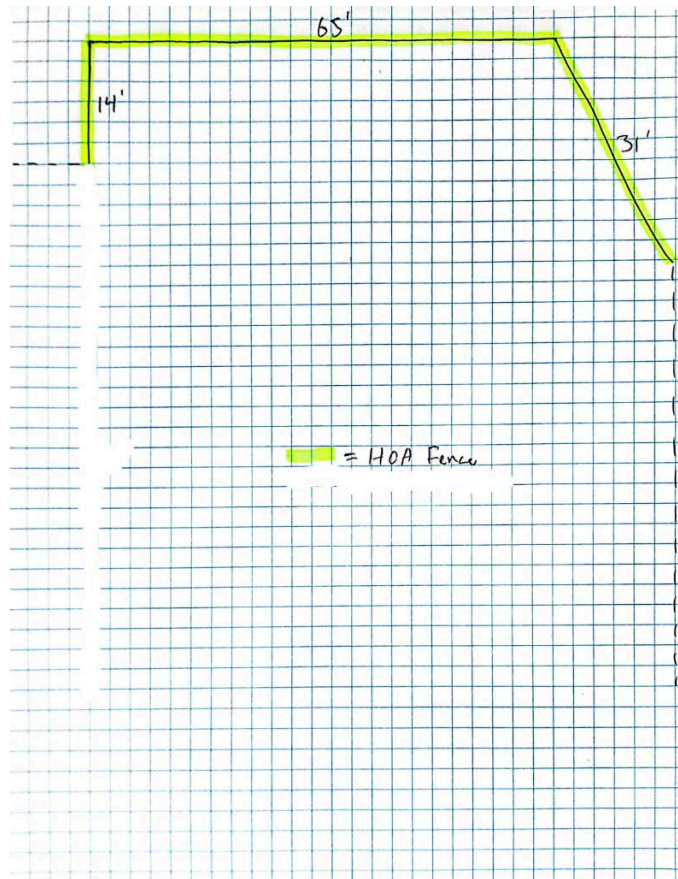
2450 Mottman Rd SW
Tumwater, Washington 98512
Phone: (360) 304-9929
Email: lionheartfence@yahoo.com

Estimate # 1208

Date 06/15/2024

Description	Rate	Quantity	Total
Cedar Privacy Fence	\$6,600.00	1	\$6,600.00
Install 110ft of 6ft tall cedar privacy fence. (HOA fence) - Remove and haul away the existing fence - Heavy brush clearing along the fence lines Contractor will clean up and haul away all job related materials and debris. Notes: -We use a minimum of 80lbs of concrete per post. -We use 3 pressure treated 2x4 rails per fence panel. -We use only stainless steel nails to prevent black "streaking" on new fence. -We use galvanized brackets to secure the 2x4s to the post rather than toe nailing.			

Subtotal	\$6,600.00
3407 - Yelm	\$627.00
Total	\$7,227.00
Deposit Due	\$3,613.50



1. SCHEDULING. Contractor will expeditiously complete the work, subject to availability of materials, availability of access to the worksite, delays in communications with the Customer, differing site conditions including discovery of hazardous substances, inclement weather, insufficient or unworkable drawings or specifications, changes in the work, lack of timely receipt of payment from the Customer, or any causes beyond Contractor's control. Contractor is not responsible for delays that are outside of its control.

2. PAYMENT OF CONTRACTOR'S INVOICES. A down payment in the amount of 50% of the contract price is due before work begins. The balance is due upon completion of the work. Any accrued balance owing and unpaid to the Contractor shall bear interest at 1.5 % per month. Payments by way of credit card shall be assessed a fee of 3% by Contractor.

3. CHANGES IN THE WORK.

A. Written Change Orders. The Customer may request change orders after commencement of construction. Such requests shall be made directly to the Contractor or to a lead person designated by the Contractor, and not to subcontractors. Change orders should be reduced to a written change order signed by both the Customer and the Contractor in order to avoid misunderstandings over cost or scope of the change order. A written change order must be on a form prepared by the Contractor, and shall state the effect of the change order upon the contract price and the completion date.

B. Oral Change Orders. The Customer may elect to orally authorize or approve a change order, in which case the Contractor may proceed as directed by the Customer or the Customer's authorized representative and without a written change order. Unless a change order has been prepared in writing and signed by both parties, the price of change order work shall be determined as follows: The Customer shall reimburse the Contractor for all costs of materials, subcontractors, permits, fees, and shall pay a markup of twenty percent (20%) on such costs and shall pay labor at the hourly rate of \$65 hour.

4. CORRECTION OR COMPLETION OF WORK.

A. Punch List. At such time that the Contractor determines that the work is substantially complete, the Contractor shall notify the Customer of substantial completion. Customer may review the work performed by Contractor and identify any items which the Customer believes need to be corrected or completed. This is called a punch list. There shall be only one punch list. The punch list shall be signed and dated by the Customer and presented to the Contractor. The Contractor shall complete the punch list items for which the Contractor is responsible under the contract.

B. Final Payment. Upon the Contractor's completion and/or correction of the work identified on the Customer's single punch list, any hold-back withheld from final payment shall be paid within the next five (5) days to the Contractor.

C. Opportunity to Correct/Complete. The Customer shall not offset the cost of completing any work stated on the punch list against any balance owed to the Contractor, nor shall the Customer contract with a third party for the performance or completion of work within the scope of this Agreement, nor shall an owner or tenant occupy or use the Contractor's work until and unless the Contractor shall have been first provided the notice and opportunity to complete the punch list work. If the Customer does contract with a third party to perform the punch list work or otherwise complete the project without first affording the above-described opportunity to the Contractor, or if an owner or tenant commences to use or occupy the Contractor's work or the space in which the Contractor performed work, the Customer accepts all work "AS IS" and waives any claim against the Contractor.

5. WARRANTY.

A. The Contractor warrants that its work will be performed in accordance with the contract documents and in compliance with all applicable laws. The Contractor warrants that it will promptly return to the project at the Contractor's sole expense and repair or replace, as necessary, any work which does not comply with the requirements of this Agreement.

B. The Contractor's warranty expires one year from the earlier of: (1) substantial completion of Contractor's work, or (2) cessation of the Contractor's work at the property, whichever occurs first. Any warranty claim of the Customer shall accrue only during this period. Any warranty claim must be written and sent by mail or fax to the Contractor during the warranty period or it is waived. Any warranty claim or any other cause of action arising from Contractor's performance of this Agreement, including the warranty, must be filed in a court of competent jurisdiction within 4 (four) months of the expiration of the warranty. Any unresolved, unasserted or undiscovered claim or cause of action, including any claim for tort and indemnification, which is not filed within 4 months from the expiration of this warranty is waived. Any claim asserted under this warranty or other terms of this Agreement is expressly limited to claim(s) made in writing and sent to the Contractor during the warranty period as specified above. Warranty work performed by Contractor does not extend the warranty. If anyone other than Contractor performs or re-performs any of Contractor's work, then Contractor shall be relieved of its obligations under this warranty and the Customer shall be deemed to have waived the benefits of this warranty.

6. EXCLUSIONS. The Contractor disclaims responsibility and shall not be liable to the Customer for any of the following items:

- Suitability, safeness, or function of materials or designs specified by the Customer.
- Damage to landscaping. Contractor will exercise reasonable care to avoid damage to landscaping but protection of plants, shrubs, lawns, but shall not be responsible for damage.
- Damage to property caused by water intrusion.
- Materials that are not visually defective at the time of installation.
- Hidden underground conditions that detrimentally impact Contractor's work.
- Dust. Contractor's work may cause dust in the surrounding areas. Customer is responsible for protecting work areas surroundings from damage caused by dust.
- Maintenance.
- Tree and plant roots that may damage the project after installation.
- Permits.

7. PREMISES.

A. At the completion of the work, the Contractor shall remove all waste materials from the site, together with the Contractor's tools, construction equipment, machinery and surplus materials, leaving the premises in a broom-clean condition. The Customer is responsible for properly informing the Contractor of all property lines, the location of all underground restrictions, easements, right-of-ways, neighborhood and community covenants, and other subsoil conditions prior to commencement of the work, including the location of septic tanks, sprinkler systems, cable TV lines, or drain fields. Otherwise, the Contractor will assume all soil is clean, unobstructed and of good bearing. The Contractor has not made any soil studies and is thus proceeding with the construction on the assumption that the underlying soil or land is suitable for the proposed construction, and no extra excavation or backfill will be required. The determination of any need for a soil analysis, as well as the cost of the analysis, shall be paid by the Customer.

B. In the event that the work involves repair or improvement to an existing structure, the Contractor is not responsible for unknown or unobserved structural, electrical, plumbing or mechanical conditions in an existing building or on the Customer's premises. The Contractor cannot ascertain unobserved or unknown conditions of the Customer's premises, including structural, electrical, plumbing and mechanical systems for purposes of determining whether or not all necessary work has been identified in the contract documents. Accordingly, at the time that the existing structure and/or mechanical/ electrical/plumbing systems are uncovered following commencement of the work, the Contractor may be required by the applicable building authority or by normal or standard construction practices to perform additional work not stated in the contract documents in order to complete all of the work according to the building codes or standard construction practices which are designed to ensure the safety and integrity of the structure. The contract price has not been increased by the Contractor to account for these unknown or unobserved conditions. If extra work is required because of these conditions, the contract price will be adjusted according to the Change Orders Section of this Agreement.

8. BUILDING CODES. In the event that a building department or other government agency subsequently requires work to be performed by Contractor which is not referred to in Section A of this Agreement, or in the event that Contractor uncovers or discovers defects or problems in the existing structure which should be corrected to conform to safety requirements or standard construction practices, Contractor will advise the Customer of any changes in the required work and proceed to perform such changes pursuant to the Change Orders Section of this Agreement.

9. DISPUTE RESOLUTION. If a dispute should arise between the parties, the parties shall promptly meet and attempt in good faith to resolve the dispute. Openness, civility and good faith are required of both parties. Any unsettled disputes between the parties shall be decided by a suit filed in an appropriate court of jurisdiction. Attorney Fees. In the event that a lawsuit is filed to enforce this Agreement, the prevailing party shall be paid its attorney fees and costs by the non-prevailing party. Time Limit for Filing Claim. No action may be commenced by Customer against Contractor as to any claim, known or unknown, arising from Contractor's performance of this agreement or lack thereof, including but not limited actions for breach of contract, breach of warranty, tort, indemnification, or actions based on equitable principles, unless the action is commenced within 4 (four) months after the expiration of Contractor's warranty period, which is defined in the Warranty Section. In the event of a dispute, neither Contractor nor Customer shall communicate or post any disparaging statement about the other.

10. WAIVER OF CONSEQUENTIAL DAMAGES. Customer and Contractor waive their rights to recover consequential damages from each other. Consequential damages are damages or losses that do not flow directly and immediately from the injurious act, but only from some of the consequences or results of the act. NOTICE TO CUSTOMER.

This contractor is registered with the state of Washington, Registration No. LIONHFB804C8 and has posted with the state a bond of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business.

THIS BOND MAY NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond is not for your exclusive use because it covers all work performed by this contractor. The bond is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Justin Suina

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Yelm, WA 98597

Lionheart Fence Builders

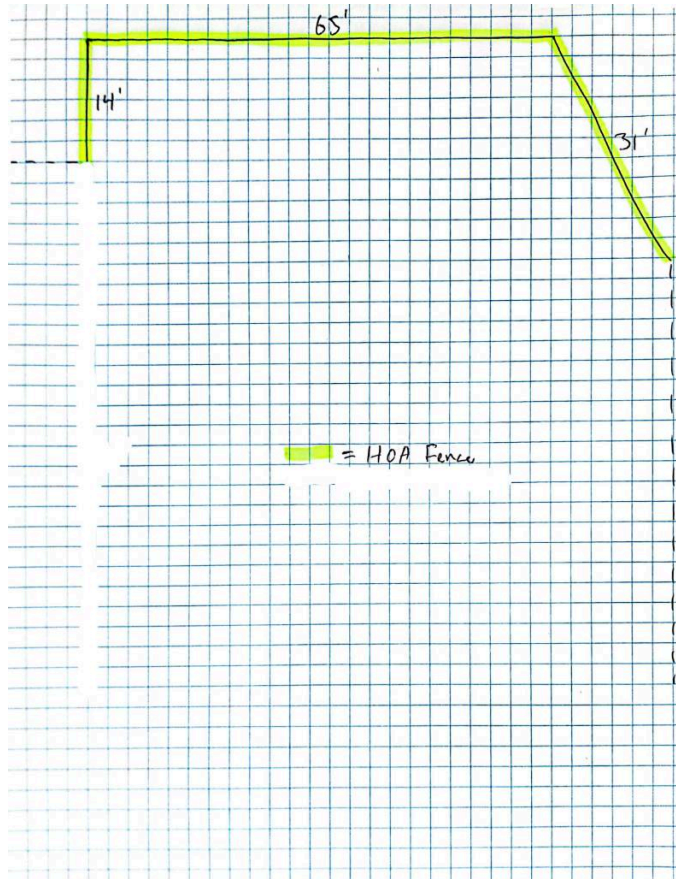
2450 Mottman Rd SW
Tumwater, Washington 98512
Phone: (360) 304-9929
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Date 06/15/2024

Description	Rate	Quantity	Total
Cedar Privacy Fence Install 110ft of 8ft tall cedar privacy fence. (HOA fence) - Jumbo 4x4 fence posts - Remove and haul away the existing fence - Heavy brush clearing along the fence lines Contractor will clean up and haul away all job related materials and debris. Notes: -We use a minimum of 80lbs of concrete per post. -We use 3 pressure treated 2x4 rails per fence panel. -We use only stainless steel nails to prevent black "streaking" on new fence. -We use galvanized brackets to secure the 2x4s to the post rather than toe nailing.	\$8,800.00	1	\$8,800.00

Subtotal	\$8,800.00
3407 - Yelm	\$836.00
Total	\$9,636.00
Deposit Due	\$4,818.00



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I have received a copy of this disclosure statement.

Justin Suina