



Prepared for:

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Evaluated on:

Friday, December 8, 2023

Evaluated By:

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Seattle Foundation Repair
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Upper / Small wall Repair

Custom Materials

Item	Cost
Wall repair	67,000.00

Notes

Upper small wall is in good shape structurally.

Trees growing and creating roots that cause pressure against the lock and load panels and push them out. this compromises the locking system.

Panels and area behind the wall in these locations can be repaired by carefully removing specific panels, organic materials, replacing with clean gravel that will assist in the locking system and accepting concrete slurry which will lock into adjacent anchor points and fabric. Includes:

Removal of compromised panels / roots and organic materials behind panels in each area.

Install new clean materials, anchor points and concrete behind each replacement panel to secure and lock into place.

Estimated time frame for this section of wall is 2 - 3 weeks

Large wall

Custom Materials

Item	Cost
Wall repair upper section	41,000.00
Gabion Wall	162,000.00

Notes

Large wall has significant more damage and in need of reinforcement. Instillation of a Gabion wall is an excellent way at a significant cost savings vs replacement which would compromise the surrounding area. Other wall designs has a shorter life span and there is a drainage expense that will need to be installed.

The Gabion wall would cover the lower 15' spanning the entire 270 feet.

Large wall Repair:

Installation of Gabion wall in front of existing panel wall. 270 feet and 15 ft high.

Rock 4 -6 inch 525 Cubic yards

Also includes the repair of the upper section of the wall the remainder from 15 feet and up.

The wall differs in height from 30' to 25' feet.

Cost for above work as described. everything included as described.

Excludes:

Engineering structural and Geo

Engineering designs and or changes to work scope.

City Permits and or road closer permits if needed.

Costs

Section: Upper / Small wall Repair

Description	Quantity	Cost
Wall repair	1.00	\$67,000.00
Total Cost:		\$67,000.00

Section: Large wall

Description	Quantity	Cost
Gabion Wall	1.00	\$162,000.00
Wall repair upper section	1.00	\$41,000.00
Total Cost:		\$203,000.00

Subtotal: \$270,000.00

Fees

Description	Quantity	Amount	Total
Washington State Sales Tax	1.00	9.40%	\$25,380.00
Total:			\$25,380.00

Total: \$295,380.00

Payment Terms

Deposit	<i>Due at bid acceptance</i>	\$147,690.00
Project start	<i>Due before project start</i>	\$73,845.00
Balance	<i>Due at project completion</i>	\$73,845.00

Terms & Conditions

Contract

LUMP SUM CONSTRUCTION CONTRACT

Standard Exclusions Permitted by State Law - This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Seattle Foundation Repair ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms

- This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry.
- Seattle Foundation Repair reserves the right to alter/modify the design, installation methods, layouts and products in order to better accommodate client's scope of work.
- Seattle Foundation Repair will do its very best to give an accurate bid for work. There are times however, that the full scope of work needed to perform the repair is not clear until the project is started. In the event of unforeseen underground obstacles, the homeowner will be notified, and a work order will be generated to cover the cost of the additional needed work, and this will be presented to the homeowner to be signed. Additional work will not start until the homeowner has signed the work order.
- Seattle Foundation Repair will/shall not be held liable for any delay in the performance of this contract/proposal.
- If work areas are not cleared prior to crew arrival, crew can move the homeowner's possessions but there will be a \$350.00 charge per hour. Crew can also replace items after scope of work is complete for a charge of \$350.00 per hour. Seattle Foundation Repair will use all care but is not responsible for any damage to items being moved or returned to their original place after work is done.
- **Minimum Fee.** Client agrees to pay Seattle Foundation Repair a minimum service fee of \$ 1,500.00 for any on-site crew assignment or attempted work/procedure.
- This Contract constitutes the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants, or agreements, expressed or implied, oral or written, between the parties except those expressly set forth in this agreement. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. No other written documents or oral statements can be used as evidence in a dispute over the agreement. Other evidence may not be adduced to contradict the provisions of a contract.

Payment terms and prices

- 50% deposit due at signing, 25% due at work start and balance due upon completion if not mentioned otherwise in the Bid. The payment on all work orders is due upon their completion. To be eligible for a full refund, customer must cancel the contract within 3 business days after contract signing. If a cancellation is made after 3 business days, Seattle Foundation Repair may retain up to 20% of total contract amount.
- Prices are subject to change to the prices in effect at the time of delivery. Seattle Foundation Repair reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission. In the event of any specific requirements (including without limitation any design, specification, ordered quantity, or shipment changes) representing a price increase or in the event of changes in market conditions which impact costs, Customer will be notified and afforded an opportunity to confirm within (3) business days from Seattle Foundation Repair's notice. In the event that Customer does neither confirm nor

object in writing within (3) business days from Seattle Foundation Repair's notice, the price increase is deemed accepted by Customer.

Products:

- **Foundation Helical Piers** - Contractor warrants that the foundation piers will stabilize the affected area(s) against further settlement for 75 years from the date of installation. Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. Customer should be aware that damage can occur to the structure during a lift operation and that Contractor is not responsible for such damages. Foundation piers provide vertical support only and cannot be expected to provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost.
- **Crawlspace Posts** - Contractor warrants that galvanized steel crawlspace posts systems will stabilize the affected area(s) against further settlement for 10 years from the date of installation. Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard.
- **Concrete Lift/Foam** - Contractor does not represent that Concrete Lift/Foam will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. For concrete slabs raised with Concrete Lift/Foam, Contractor warrants that the area where the slab of concrete was lifted will not settle more than 1/2 inch for a period of 10 years from the date of installation. If issues, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty excludes hatching or caulking between slabs. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs. Contractor shall not be liable for any damage or injury to any persons or property caused by the leak or flow of water from or into any part of the building.
- **Waterproofing/Drainage** - Contractor warrants that drainage systems (not including sump motor) will function as designed for 25 years. Contractor will repair or replace failed waterproofing/Drainage system at no cost to homeowner. Sump motor systems come with a 3–5-year factory warranty depending on sump. Assume interior footing width of 12" and slab depth of 4-6". Additional fees apply if these dimensions are not encountered during project.
- **Wall Anchors** - Contractor warrants that the wall anchor system will stop further movement of the walls repaired for a period of 25 years from the time of installation. Wall anchor systems must be installed along entire problem wall from corner to corner for warranty to be in effect.
- **Handyman services:** offers a 3-year warranty on workmanship unless otherwise noted. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received.

Depth clauses:

1. Price per pier assumes a dig out of up to 16" - 24" below footing to install retrofit pier bracket (push pier, helical pier, pin pile). If depths greater than 3' are encountered, crew will notify customer. A work order will be generated to be signed by customer if extra dig out costs have not already been added to estimate and will be added to final invoice.
2. Price per pier assumes an installation depth of up to 25'. If depths greater than this are required to achieve adequate loading, an additional charge of \$20.00 per 1' length of pier pipe will be added to final invoice. Customer to be notified.
3. Concrete debris to be buried on site unless previously specified in contract.
4. Assume footing width of 16 - 18" Assume footing depth of 8 - 12". Additional fees apply if these dimensions are not encountered during project.
5. Additional fees apply if concrete demo work required apart from standard slab (4"-6" depth) and footing dimensions (16"-18" width x 8"-12" depth). If concrete disposal not included in bid, additional fee may apply. .
6. Some soil settlements over time in backfilled excavation areas is normal and to be expected. Seattle Foundation Repair is not responsible for this. Extra fill soil from excavation to be left on site.
7. Dirt from crawlspace posts installation is to be left on site in crawlspace - crews typically will spread out under existing vapor barrier.

Exclusions:

THIS WARRANTY DOES NOT COVER, CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM:

- 1) pre-existing exterior waterproofing not performed by Seattle foundation Repair;
- 2) plumbing and utility damage;
- 3) Customer-caused damage;
- 4) dust from installation;
- 5) damage to real or personal property such as walls, countertop, or coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor's use of personal equipment necessary to complete the job;
- 6) any injury or damage caused by mold to property or person;
- 7) failure or delay in performance or damage caused by acts of God (Flood, fire, storm, methane gas, etc.), acts of civil or military authority, transportation logistics, materials availability, or any cause outside Contractor's control;
- 8) damage from a lifting operation;
- 9) basement water seepage in areas not in proximity of drain system from Seattle foundation repair;
- 10) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils.

While Contractor assumes responsibility for utility damage that occurs as a result of Contractor's installation, such protection is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance and other reasons. It is expressly agreed and understood by and between the parties that the Contractor shall not be liable for any damage or injury by water or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, rainwater or ground water, or other leakage in, under or about the said building.

Items For Which Customer Is Responsible:

Customer shall:

- 1) make full payment to the crew leader upon completion of work. Customer understands and agrees that final payment maybe charged before the job completion;
- 2) prepare the work area for installation;
- 3) be responsible for any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished;
- 4) mark private lines (satellite, propane, sprinkler, etc.)
- 5) to maintain positive drainage away from the repaired wall(s);
- 6) keep gutters clean and in good working order;
- 7) direct downspouts a sufficient distance away from the repaired wall(s);
- 8) maintain proper expansion joints in concrete slabs that are adjacent to the repaired wall(s);
- 9) obtain all necessary geotechnical and/or structural reports, blueprints and permits unless otherwise agreed with Contractor;
- 10) provide professional maintenance (flashing and clean up) for interior waterproofing systems;
- 11) any items mentioned in this Contract under "Customer Will" or "Additional Notes".

Customer shall locate and properly mark gas, oil, sewer, cables, water, electrical and all other utilities under the concrete slabs and/or under the ground inside and outside the building at the area before Contractor starts his work. If marks are not present Contractor assumes there are no utilities present at their work area. Contractor is not responsible for locating and

marking of any utilities. Customer shall hire professional company to locate and mark utilities. Contractor will maintain a safe work distance from those markings.

Contractor cannot be responsible for any damage to unmarked private utilities. If private utilities are not marked at all or are inaccurately marked and damage does occur and that damage is recognized at the time work is underway, the damage will be flagged and left exposed if practical and safe to do so, so that repairs can be made in an efficient manner. Damage will be reported to the Customer and the Customer is responsible for making repairs and all costs associated with them.

Contractor is not responsible for additional costs associated with hidden or non-disclosed obstacles or hazards below the surface, including but not limited to rock, cement and water. If special equipment or substantial additional labor is required due to hidden or non-disclosed obstacles or hazards, the Customer will be advised as quickly as practical. The Customer will be responsible for any costs and agrees to reimburse Contractor for any expenses incurred to resolve problems require emergency or rapid response.

Through approval of any estimate requiring digging, excavation or foam application, the Customer hereby agrees to Release and Indemnify Contractor from any responsibility for damage to underground utilities, facilities, and structures and to bear the cost for marking private/public utilities, damage to private/public utilities and for hidden or non-disclosed obstacles or hazards as described above.

Customer shall notify Contractor at least 72 hours prior the scheduled job if they for any reason cannot mark utilities otherwise a penalty of \$500.00 will be charged.

Permits

Please note that any type of repair, product installation, scope of work or change order that contains a scope of work to be performed by Contractor that requires a permit per city, county or jurisdiction requirements must be submitted and issued before Contractor can perform the outlined work. The customer is responsible for the total cost of all permits and will handle the full permit application process of submitting, receiving, communication etc. with city, county or jurisdiction.

Client(s) responsible for all city fees, permits, engineering, surveying and homeowner insurance requirements.

Engineering costs are the Customer's responsibility to pay separately from the total project cost provided by the Contractor in this proposal if applicable.

Customer Consent

****Tax rate will be adjusted, if necessary, on final invoice****

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond Contractor's control. By accepting this proposal customer understands that Seattle Foundation Repair does not responsible for any paint/sheetrock cracks/siding damages and/or other damages associated with foundation stabilization work.

This Proposal May be withdrawn if not accepted by the Customer within 30 days.

Acceptance of Contract

I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract; I/we will make the payment set forth in this Contract. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 14 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. Contractor is not liable for any dollar amount greater than the signed contract.

All prices listed in this proposal are valid for 30 days.

Disclosure Statement Notice to Customers

Business Name: Seattle Foundation Repair

This contractor is registered with the state of Washington, registration no.SEATTFR803CG 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. The bond shall remain in force continuously. This bond or deposit might not be sufficient to cover a claim that might arise from the work done under your contract. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$1,000,000 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 ensure 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.

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.

The contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years and produce a signed or electronic signature copy of the disclosure statement to the department upon request. For more information, please refer to RCW 18.27.1 14.

I have received a copy of this disclosure statement.

F625-030-000 Disclosure Statement Notice to Customer 12-2015

By signing any forms or agreements provided to you by Seattle Foundation Repair, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: _____ Date: _____ Time: _____