

**Excluded from American Fence Concepts scope of work and liability:**

Cost of Testing, inspections, permits, variances, and/or bonds. Design and Consulting Charges. Overtime Charges. Issues regarding rust or rotting. Permits and Inspections. Brush Removal and Hauling. Electrical work of any/all kind. Design professional work/engineering and architectural fees, plans, surveys, traffic permits, and/or traffic control. Additional work not listed and described in this bid. Alterations, demolition, patching, or repairs to/of existing structures. Damage caused by ground or hill movement. Gate and door locking hardware by others. Sanding or Painting or staining of any and all wood or drywall. Utility locating. Concrete repairs of ANY kind. Unmarked utility repairs. Any unforeseen underground conditions such as utilities, footings, exc. General jobsite dust or noise control. Stamped Engineered drawings not included and are the sole responsibility of owner to provide. Unforeseeable conditions (including additional scope of work items not identified and listed in this bid prior to time of submitting this proposal). Any and all liability of waterproofing damage to our scope of work or any other existing structures whether caused or affected by our scope of work or not. Repairs of/or damage to existing structures or landscaping/hardscaping/irrigation and vegetation in any way. American Fence Concepts and affiliates submit this proposal as a fabricating and installing contractor and NOT as a design professional. It is acknowledged that American Fence Concepts Inc. is not providing design and/or engineering services in the performance of its work, and any construction-based consulting services or value, or structural engineering services are for the benefit of the project, and American Fence Concepts does so in its capacity as a contractor and NOT as a licensed design professional. American Fence Concepts Inc. and its affiliates shall have no liability to the client, Owner, neighbors, and/or city for any design related errors, omissions, or failures of any kind. Unforeseen delays due to strikes, natural disasters, and acts of nature or delays unavoidable or beyond our control. Damage caused by other trades scope to scope of work performed by us prior to, during, and/or after our work begins and through work completion

**Bid Specific Clarifications:**

Proposal based on assumption that American Fence Concepts and affiliates will have clear entry into construction sites for all necessary equipment including forklifts, scissor lifts, back-hoe, tractors, excavators, dump trucks, trailers, concrete trucks, delivery trucks, and dumpsters. A mutually agreed to schedule will be created prior to starting of work. American Fence Concepts assumes that electrical power and water and restroom facilities and clear and working and staging area and access will be provided and readily available during and throughout construction job site for all our tools, trucks, trailers, personnel, and equipment. The above prices and proposal are firm for 30-days from date of this proposal, after 30 days prices are subject to change. A mutually agreeable payment schedule of deposit and progress and material payments to be made prior to beginning of work and signing of contract. It is the sole responsibility of property owner to call dig alert prior to work beginning. Balance of above listed scope of work to be paid immediately upon completion of above scope of work without any retention. Material surface imperfections are normal on concrete, wood, and galvanized materials and American Fence Concepts assumes no responsibility to resurface/sand/smooth any imperfections deemed acceptable by material suppliers. Property lines to be determined and marked by client, and all property line issues are the sole responsibility of property owner/client. Any and all grievances between neighbors are responsibility of property owner/client. Owners/clients are responsible for alerting and calling/scheduling dig alert and any damage caused to underground utilities of any kind are the sole responsibility of property owner and/or client. Any and all permit fees, inspection fees, surveyor fees, licensing fees, and/or design/architectural/engineering fees not listed and described in this proposal are the sole responsibility of property owner/client and are to be paid in full by property owner/client with additional cost of \$150 per hour to American Fence Concepts help in working on permits and/or variances. Damage done to existing equipment of SDGE or of protects lands is the sole responsibility of property owner/client. 10% deposit due by check upon signing of contract with scheduled progress payments to be made immediately after each invoice is sent to client, and complete balance of American Fence Concepts scope of work to be paid upon completion of our scope of work. All credit card payments are subject to an additional 7% service fee per transaction due by client.

Authorized by:

X \_\_\_\_\_ Date: \_\_\_\_\_  
Jon Keys  
American Fence Concepts

X \_\_\_\_\_ Date: \_\_\_\_\_  
Accepted Buyer:

Acceptance: The above specifications and conditions stated hereon are satisfactory and are hereby accepted. I understand this agreement may be cancelled before midnight of the third business day after the date of my signature. Furthermore, I understand that this agreement is subject to the mechanics given law California Code of Civil Procedures sect 1181 FT SEO.