



Harts Services
 9523 19th Ave E, Unit A
 Tacoma Wa, 98445
 253-345-7222

Invoice 39884578
Invoice Date 2/3/2020
Completed Date
Customer PO

Billing Address
 Aaron Stevens
 315-317 North L Street #C
 Tacoma, WA 98403 USA

Job Address
 Aaron Stevens
 315-317 North L Street #C
 Tacoma, WA 98403 USA

Description of Work

Replace the failing concrete and terra cotta clay sewer line.

Task #	Description	Quantity	Your Price	Your Total
S-6500-24	Pipe Burst New 4 Inch Sewer - w/Asphalt Patch (upto 10ft Deep). Call 811 for utility locates. Call city for pipe burst pre inspection. Remove large bush to gain access to the sewer line exiting the house. Expose the tie in and install shoring for safety. Prep hole for pipe burst equipment t. Set up traffic control for work in alley. Saw cut and remove section of asphalt road in order to excavate 9 feet deep to expose the city riser connection. Set up shoring for safety and hydraulically pull 90ft new seamless 4 inch HDPE pipe from access hole to access hole. Make connection to city riser and reconnect to pipe exiting building. Install an exterior clean-out for future access. Backfill hole next to house with existing material. Backfill hole in alley with crushed rock and compact. Install asphalt patch when weather permits. Final payment is due when holes are backfilled. Permits, inspections, material and traffic control included. 10 year warranty on new sewer line.	1.00	\$20,813.50	\$20,813.50
S-1500-0.25	Call 811 for underground utility locates. Hand dig at meter to expose connection. Directional bore 40ft and core drill through foundation wall. Pull back 1 1/4 Wirsbo PEX pipe with tracer wire. Install a shut off valve and house inside a garden box. Call city for final inspection and backfill.	1.00	\$1,897.88	\$1,897.88

Paid On	Type	Memo	Amount
9/16/2019	GreenSky Financing		\$11,468.24
2/10/2020	Transfer	Transferred from Job #39886419	\$1,045.73
2/10/2020	Credit Card		\$6,000.00
2/10/2020	Credit Card		\$6,513.97

Member Savings	\$2,523.49
Sub-Total	\$22,711.38
Tax	\$2,316.56
Total Due	\$25,027.94
Payment	\$25,027.94
Balance Due	\$0.00

EXCLUSIONS: Not included unless otherwise stated - Demolition/repair of drywall, landscaping, grass, sod, trees, bushes, flowers, plants, fence repair, decorative rock, utilities conflicts, private utilities, sprinklers, waterlines, electrical, gas, etc. Not responsible for damages caused by unstable soil, cave-ins or any other complications or private utilities.

All line items are offered as flat rate pricing. As such, invoices cannot be broken down into an itemized list

Payment Options:

- Cash, Check or Credit Card: 50% down is required to schedule all projects with a total greater then \$1000.00. Full payment is due on the last day of install, regardless of the status of weather dependent tasks such as concrete or asphalt work.
- Financing Options are quickly available through our partner and is dependent on approval by our partner company. Please inquire for more information.

All Options are valid for 90 days from initial date.

I authorize the work to be performed in the total of \$25,027.94. I agree to the Terms and Conditions.
 I acknowledge the work has been completed to my full satisfaction.

TERMS AND CONDITIONS

By signing the Work Order, the customer identified on the Work Order ("Customer") acknowledges having carefully read the Work Order and these Terms and Conditions ("Contract") and represents that Customer understands the contents of the Contract and agrees to be bound by the Contract. Customer and Harts Plumbing & Excavation LLC ("Company") further agree as follows:

1. **Payment:** Except for as provided in a separate written agreement between Company and Customer, Customer agrees to pay the total amount shown on the Work Order immediately upon completion of the contracted work (which shall be determined in Company's sole and absolute discretion) and agrees to pay all sales, excise, and other applicable taxes ("Contract Price"). The Contract Price is subject to change as allowed in the Contract. Any amount not paid when due shall accrue interest at the rate of one percent (1%) per month, or the maximum amount permitted by law. Customer also agrees to pay all fees and charges imposed for returned checks to the maximum amount permitted by law, which amount shall be not less than \$40.00.
2. **Performance of the Work:** Upon full execution of the Contract, Company agrees to perform the work described in the Contract in accordance with the Contract and applicable laws existing at the time the work is performed. Company shall control all aspects of the work it performs and will select all materials it uses, in its sole and absolute discretion.
3. **Change Orders/Additional Work:** Customer and Company recognize that during the performance of the work that it may be necessary or desirable for Company to perform additional work not anticipated at the time of executing the Contract. Any additional work not identified in the Contract, including but not limited to work required as a result of unusual or unforeseen conditions, shall be billed as an additional charge. For example, if Company encounters conditions at the worksite that are subsurface or otherwise concealed that differ from those observed in Company's visual inspection of the property, or unknown physical conditions of an unusual nature that differ from those ordinarily found to exist and generally recognized as inherent in the work, Company shall be entitled to additional compensation for any additional work. In the event additional work is to be performed, Company may proceed with the work upon Customer's verbal approval. If Customer does not approve of such additional work, Company may immediately cease all work at the property, and Customer shall indemnify, defend, and hold Company harmless from all resulting damages. Furthermore, Company shall be fully compensated for the work performed, including but not limited to the cost of materials. A written change order will be prepared either before or after the start of the additional work and shall be considered an addendum to the Contract.
4. **Customer Representations and Obligations:** Customer shall identify property lines where the work is to be performed, and Customer represents that they are the title owners in fee simple to the property and have full authority to enter into the Contract and to authorize the work. Customer shall provide Company with unimpeded access to the worksite and shall maintain the worksite in a safe and secure condition during the performance of the work. In the event access to other properties is needed, Customer shall obtain all necessary permissions to allow Company access to perform the work and shall indemnify, defend, and hold Company harmless from any damages, costs, and expenses arising from Company's access to other properties. Customer warrants and represents that there are no known conditions on the property that would affect or impede Company's work. Customer acknowledges and agrees that it is Customer's responsibility to obtain all necessary permits and authorizations prior to the commencement of any work by Company.

Limited Warranty: Company offers the following limited warranties: (a) Company warrants the work it performs for a period of one (1) year after substantial completion of the work (this warranty does not cover any defects in the materials used to perform the work); and (b) in the case of a side sewer replacement (connection from Customer's structure to the city's main sewer line), or the replacement of the water line from Customer's structure to the city's water main, in which only completely new lines are used, Company warrants its work and the materials it uses for a period of ten (10) years after substantial completion of the work. "Substantial Completion" shall be determined by Company in its sole and absolute discretion. Any claim or cause of action arising under the Contract must be made in writing to Company within three (3) months of the expiration of the applicable warranty period. Upon receipt of a written warranty claim made within the applicable warranty period, Company will remedy the defect as soon as it is able to. Company shall not be responsible for any damages resulting from Customer's failure to promptly notify Company of a warranty claim, and Customer's failure to immediately notify Company of the warranty claim shall void this warranty. This warranty is a repair and replacement warranty only meaning that Company agrees to repair and/or replace any work not in conformance with this warranty during the applicable warranty period. Company shall not reimburse Customer for any repair work performed by a third party. Company's

5. warranty does not cover, and Company shall not be liable for, any work, materials, or items warranted by third parties, or covered by third party insurance. All warranty work is subject to setoff or mitigation as provided by RCW 4.16.326. This limited warranty is not transferable.

Under no circumstances does Company warrant any of the following: (i) defects and failures resulting from mistreatment or neglect; (ii) work performed or materials installed by others not a party to the Contract; (iii) damage caused by commercial or industrial waste; or (iv) defects and failures from intervening causes, including but not limited to fences, covers, and plantings restricting proper airflow, improvements causing heavy weight upon sewer lines, or plantings growing into sewer lines.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. **Limitations and Exclusions:** Company is not responsible for any damages to concealed conditions; to landscaping, including but not limited to grass, trees, plants, bushes, decorative rocks, and other landscape features; damages to, or resulting from, retaining walls; damages to, or resulting from, sewer lines; or damages resulting from natural disasters.
7. **Limitation of Liability/Indemnity:** To the maximum extent permitted by law, Company shall not be liable for any indirect, special, incidental, exemplary, punitive, or consequential damages, including but not limited to damages for loss of profit, loss of use, business interruption, personal injury, loss of privacy, or for any other pecuniary or other loss whatsoever arising out of or in connection with the Contract. Notwithstanding any damages Customer might incur for any reason whatsoever, the entire liability of Company shall be limited to the lesser of the fees paid by Customer to Company for the applicable services and Customer's actual damages. Customer agrees to release and hold harmless Company, its members, managers, employees, and agents from all other liabilities, claims, lawsuits, injuries, whether foreseen or unforeseen, relating to the Contract and the work that is performed.
8. **Dispute Resolution:** Any dispute arising out of or relating to the Contract, including the interpretation or validity of the Contract or the determination of the scope or applicability of the Contract to arbitrate, shall be determined by binding arbitration in accordance with the laws of the state of Washington and shall be submitted to binding arbitration before a single arbitrator appointed by the Washington Arbitration and Mediation Service. Each party shall pay one-half of the arbitrator's fees and costs, unless one party is ruled the prevailing party by the arbitrator, in which case the arbitrator, subsequent to the arbitration itself, shall award the prevailing party the arbitrator's fees and costs and the prevailing party's attorney fees and costs with the fees and costs to be determined subsequent to the arbitration itself. Any arbitration shall be brought in Pierce County, Washington, unless the parties mutually agree on a different location. Each party irrevocably and unconditionally waives, to the extent permitted by applicable law, trial by jury in any legal action or proceeding relating to the Contract.
9. **Entire Agreement:** The Contract contains the entire agreement of the parties and supersedes all prior and contemporaneous oral or other agreements, representations, and undertakings of the parties. Customer is voluntarily agreeing to the Contract, with full knowledge of its significance, intending to be legally bound by the Contract.
10. **Construction:** The Contract shall not be construed either for or against any party, but the Contract shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result based upon the intent of the parties as expressed in the whole. In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision is severed and deleted from the Contract.
11. **Applicable Law:** This Contract shall be construed and interpreted under the laws of the state of Washington. Venue of any mediation, arbitration, or legal action shall be Pierce County, Washington.
12. **Lien Rights:** If applicable, Company shall provide Customer with a separate notice of lien rights as may be required by law.

NOTICE TO CUSTOMER

Company is registered with the state of Washington, registration no. HARTSS*824P4, and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against Company for breach of contract including negligent or improper work in the conduct of Company's business. The expiration date of Company's registration is October 24, 2020.

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 Company. The bond or deposit is intended to pay valid claims up to \$12,000.00 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 to force payment and you could pay twice for the same work.

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

Company 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.