



Bulldog Fence
800 SW 15th Ave
Delray Beach, FL 33444
P (561) 278-1717
bulldogfencecompany.com

Quote

Expiration Date: 8/30/2024
Quote Date: 8/29/2024

Q24-02080 | Sonoma Bay

Billing Address	Sonoma Bay 3600 Sonoma Drive Riviera Beach, FL 33404 05877	Shipping / Location	3600 Sonoma Drive Riviera Beach, FL 33404
Point of Contact	Sonoma Bay Phone: (954) 822-0331 Email: sonomabay@yahoo.com	Sales Person	Dave Jaworski dave@bulldogfencecompany.com

Description

REMOVAL - Remove existing gate and existing 2.5" latch post from set pavers for disposal. Remove existing barrier plate from side fence panel that is mechanically fastened.

GATE & POST FABRICATION - Installation of (1) 6' x 2.5" x 2.5" White Aluminum Latch post. Fabrication and installation of (1) 6' x 48" Raised Post Cap Walk Gate that has 3/4" vertical pickets with 4" rejection, has 2" x 2" frame with (3) 1" x 2" channels and pressed spear feature at top of pickets. Single Hole lockbox to be built out within gate frame for client provided lock and locksmith services. Entire gate frame to have expanded metal to prevent arms from accessing gate handle. Gate to have White Large Tru Close Hinge set (Adjustable and Self Closing)

BARRIER MESH ONTO SIDE FENCE PANEL - Installation of (1) 4' x 36" wide Expanded Metal barrier mesh on left side of gate to prevent hands from accessing gate handle.

NOTE: CLIENT TO HAVE FOB AND CONDUIT REMOVED FROM GATE LOCATION PRIOR TO SCHEDULED WORK DATE. CLIENT TO HAVE FOB SYSTEM REINSTALLED ONTO NEW LATCH POST BY CHOSEN VENDOR, AFTER INSTALLATION IS COMPLETED.

Inclusions

Price is for continuous installation.

50% Deposit Required

Custom ordered materials are nonrefundable.

Attached Addendums
Standard Terms and Conditions

Credit Card Admin Fee; There will be a 2% administration fee added to credit card charges.
I understand that if a credit card is used for the deposit, Bulldog Fence of Fla LLC will keep the information on file and charge the final balance to said card and then discard credit card information

By signing below, you agree to the terms and conditions

Exclusions

Core Drilling Excluded
Flange Mount Excluded
Removal of existing concrete footers excluded

Permit Excluded

Removal and/or reinstallation of pavers excluded

Wood fence materials are subject to warpage and cracking. Defects caused by the above described natural changes in materials are specifically excluded from this warranty.

Painting / Staining of Wood Fences Excluded

Electrical Grounding if required is Excluded

Trimming, removal of landscaping and/or grade modification are excluded unless otherwise stated and must be completed prior to scheduled installation.

Underground sprinkler, pool and propane gas line locations. Unless specifically located by the customer, there are no services that locate these lines. Bulldog Fence of Fla LLC is not responsible for damage to any sprinkler lines, pool lines, gas lines or any systems.

Estimate is based on conditions as existing the day of our site review. Unless Bulldog Fence is notified, changes made after the site review (grade, vegetation, pavers/tile/concrete walkways, etc...) can result in additional labor and materials and/or busted trip charges.

Summary

Total	4,675.41
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Signature

Print Name & Title



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Terms & Conditions

STANDARD TERMS AND CONDITIONS

Bulldog Fence agrees to guarantee above fence to be free from defects in materials and workmanship for one year with the exception of wood materials which are not warranted. Bulldog shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer unless specified in estimate. Bulldog will assist the customer, upon request, in determining where the fence is to be erected but under no circumstance does Bulldog Fence assume any responsibility concerning property lines or in any guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed. Bulldog will assume the responsibility for having underground public utilities located and marked. However, Bulldog assumes no responsibility for unmarked sprinkler lines, or any unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Bulldog to dig in the immediate vicinity of known utilities. The final billing will be based on actual footage of fencing built and the work performed. Additional charges for any extra work not covered in this contract that was requested by the homeowner will also be added. The full amount for this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. A finance charge of 1 1/2% per month (or a minimum of \$1.00) which is an annual percentage rate of 18%, shall be applied to accounts that are not paid in full. Time. All work to be completed as expeditiously as possible according to standard procedures. Bulldog Fence is not responsible for delays due to weather conditions; labor difficulties; accidents; availability of materials; circumstances beyond our control. Therefore we can not guarantee a particular installation date and Bulldog Fence shall not be liable for any damages due to delays whatsoever, including but not limited to, for loss of wages if property owner elects to be present during installation and a delay occurs. Owner agrees that Bulldog Fence's time to perform is not of the essence. Changes. Any alteration or deviation from specifications involving extra costs or changed/extra work will be performed only upon a signed written change order and will become an extra charge over and above the estimate. Estimates are based upon prices in effect on date of estimate and may be subject to adjustment to prices in effect on date of installation. If it becomes necessary to increase the price of the contract, you will be notified and have the option to terminate the contract by providing notification in writing within five (5) business days. If customer elects to terminate contract based on price escalation, the deposit will be returned less expenses and permitting fees. Any delays in performance caused by Owner may result in adjustment in prices due to material escalations and increased labor costs. Bulldog Fence may require partial or full payment in advance from Owner for change orders as a condition for performing the changes. Increased Quantities. Contract price is for the agreed footage. Final footage may vary. Said variations will be billed on a prorated basis. Owner's duties. Owner shall cooperate with and not hinder Bulldog Fence with the performance hereunder including the furnishing of information, furnishing a complete and accurate survey, execution of documents, (including but not limited to information and documents for permitting), affording Bulldog Fence access for performance of the work and reasonable storage for material, and making timely payment. Owner agrees that the fence lines will be clear of all obstructions and that the lines will be properly marked by Owner by stakes or otherwise. If Bulldog Fence is called to perform work and the site is not ready for installation, Owner agrees to pay Bulldog Fence a mobilization charge of \$400.00. OWNER ASSUMES FULL RESPONSIBILITY FOR THE LOCATION OF THE LINE UPON WHICH SAID FENCE MATERIALS ARE TO BE INSTALLED. Owner agrees the Bulldog Fence will not be responsible for the restoration of any part of the landscape that is disturbed during installation or broken sprinkler heads or parts of the sprinkler system. There will be excess dirt when post holes are drilled. Bulldog Fence will not be required to remove or reform soil excavated from post holes during fence installation. Bulldog Fence will not be responsible for gaps under fence due to uneven ground. Soil conditions. The bid is based on normal soil conditions unless otherwise noted (normal being dirt/sand or similar material). The price herein named does not contemplate the encountering of rock, concrete slabs, boulders, roots or other conditions that mandate the use of jackhammers or other coring equipment. If these conditions are encountered and if it is necessary to drill for the setting of the posts or to furnish extra-large or deep foundations for the posts or to perform any extra labor or provide additional or different materials, an additional charge will be made to cover the additional expense involved. Indemnification. To the fullest extent permitted by law. Owner agrees to defend, hold harmless, and indemnify Bulldog Fence from and against; any claims arising out of or caused by any delay in the completion of the contract; all claims, liabilities, and expenses for injury, death, or damage to persons; property damage; trespass; claims by any municipality or building department, and all other damage or loss arising out of the supply, installation or location of said fence materials, including any such damages caused in whole or in part by any act, omission, or default of Bulldog Fence, but specifically excluding any claims of, or damages against Bulldog Fence resulting from Bulldog Fence's gross negligence, or the willful, wanton or intentional misconduct of Bulldog Fence or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Owner or its agents of any tier or their respective employees. Provided however that any claim for indemnification for damages caused in whole or in part by any act, omission or default by Bulldog Fence shall be limited to the amount of Owner's insurance or \$1 million per occurrence whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Agreement and is part of the project specifications or the bid documents. Property damage referred to in this section specifically includes but shall not be limited to; Underground electrical lines; gas lines; water lines; septic tanks; sprinkler systems; drain lines; building foundations; or other utilities. Warranty. FENCES ARE WARRANTED FOR A PERIOD OF ONE (1) YEAR AGAINST DEFECTS IN WORKMANSHIP. Damages caused by the following are EXCLUDED and will not be covered by this Warranty or any other warranty that may be implied by law: Vandalism, improper care or maintenance, extreme weather and Acts of God, vehicular damage, abuse, misuse, climbing, unusual impact or pressure, neglect, and normal wear and tear. Unauthorized modifications to the fence also void any and all warranties. Fence materials will change appearance, dimension and shape due to the process of aging and exposure to the elements. Wood fence materials are subject to warpage and cracking. Defects caused by the above described natural changes in materials are specifically excluded from this warranty. Use in harsh industrial, coastal or marine environments is not warranted. Fencing materials are warranted through the manufacturer and not Bulldog Fence. BULLDOG FENCE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY OWNER AS A RESULT OF ANY DEFECT IN PRODUCT OR WORKMANSHIP. BULLDOG FENCE IS NOT LIABLE FOR LABOR COSTS OF REPAIR OR REPLACEMENT OF THE ITEM. BUYER'S RIGHT TO CANCEL. This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, mail or email. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement within the 3 business days, the seller may not keep all or part of any cash down payment. Credit Condition. In the event this proposal is not approved by Bulldog Fence sales or credit departments, this proposal shall become null and void; any payment made shall be refunded to the customer.

Security Interest. Owner agrees that; Bulldog Fence shall retain a security interest in the fencing goods purchased hereunder, title thereto shall not pass, and such security interest shall not terminate, until the cash price and all other charges have been fully paid. All materials provided remain the property of Bulldog Fence until fully paid for. Owner agrees to allow Bulldog Fence or its Agent access to the premises and possession of the goods subject to a security interest under this contract (provided such repossession may be accomplished lawfully and without breach of the peace). Upon taking possession of goods the Bulldog Fence shall then dispose of them and apply the proceeds in accordance with the provisions of the Uniform Commercial Code and other laws as applicable.

Any deficiency to which the Bulldog Fence may be entitled shall be paid in cash in full by the Owner to Bulldog Fence upon demand. Bulldog Fence is guaranteed unobstructed access and the Owner's irrevocable permission to enter the property and to remove the fence materials if not completely paid for when due. Assignments. Owner agrees that the Bulldog Fence may sell, assign, or transfer this contract. Payment. All unpaid amounts are due on the date Bulldog Fence completes installation. In the event of default or late payment, past due payments shall be subject to a delinquency charge of 1 1/2% per month. Invoices not paid when due will void any and all warranties supplied with the fence. The contract balance shall be immediately due and payable in



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the event Owner: Defaults on any payments; fails to comply with any of the terms and conditions of this contract; is involved in a proceeding in bankruptcy, receivership, or insolvency. Bulldog Fence's acceptance, after the full amount may have become immediately due and payable as heretofore provided of any installment or payment shall not be deemed to alter or affect the Owner's obligations and/or the Bulldog Fence's rights hereunder with respect to any subsequent payments of default therein. Bulldog Fence has no obligation to perform any work before receiving the deposit in cleared funds. Attorneys' Fees & Costs/ Venue / Governing Law. Owner agrees to pay reasonable attorney's fees and costs in the event an attorney is required to represent Bulldog Fence for any reason related to the contract, through appeal, including all costs of collections. Owner also agrees to pay all costs and expenses of collection of any unpaid balance due under this contract, including but not limited to cost to lien the property, file notices, etc. This contract shall be construed according to the laws of the State of Florida, and the exclusive venue for any dispute shall be a court of competent jurisdiction in Palm Beach County, Florida. Loss or Casualty. No loss, damage, or destruction of said property, regardless of the cause, shall release the Owner from his obligation hereunder. Notice and Opportunity to Cure. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. As an absolute condition precedent to making a warranty claim, terminating this agreement, or filing any civil or administrative action or proceeding, whatsoever, Owner must first notify Bulldog Fence by certified mail, of each and every particular complaint, dispute or dissatisfaction, and shall provide Bulldog Fence with a reasonable opportunity to cure. Invalidity. It is understood and agreed by the parties to this contract that if any of the provisions of the contract shall contravene, or be invalid under, the laws of the State of Florida, the contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. Miscellaneous. This Agreement represents the entire agreement between the parties. All prior agreements, negotiations, promises, or representations are merged into this Agreement. This Agreement may be altered or modified only by a writing executed by Owner and Bulldog Fence. Work will be done as per specifications. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 -713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.



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