

J I R E H E S T I M A T E

Jireh Asphalt & Concrete Services
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Project Manager
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Nash Property'-Kerri DeArmas
Job #2332 - Nash Property- Parkplace Homes

Job Site Address:
19732 50th Avenue West
Lynnwood, WA 98036

Billing Address:
19732 50th Ave W
Lynnwood, WA 98036

Estimate #	7279
Date	12/17/2025

Item	Description	Price	Amount
SEALCOATING & STRIPING PARKING	Project Objective: To restore and protect the asphalt parking lot surface through sealcoating and restriping, using high-quality materials and professional application methods to ensure longevity, safety, and visual clarity. Scope of Work: 1. Site Preparation Access and Safety: Ensure the work area is accessible and safe. Install signage and barriers to protect pedestrians and vehicles during the project. Initial Inspection: Conduct a detailed assessment of the 11,665 sq. ft. asphalt surface to identify oil-stained or damaged areas that may need additional preparation. 2. Surface Cleaning Power Sweeping: Thoroughly clean the surface using a power sweeper to remove moss, dirt, and debris, ensuring optimal sealcoat adhesion. Oil Spot Treatment: Treat any visible oil spots using "Oil Primer" to prevent sealcoat failure in those areas. 3. Seal Coating Material: Apply ARMOR SEAL A-100, a commercial-grade oil-based sealer known for superior protection and durability. Application Method: Apply 1 uniform coat (with the thickness of two) over the entire 11,665 sq. ft. surface using squeegee or spray methods. Drying and Curing: Allow proper curing time (typically 1–2 days) based on weather conditions to ensure maximum durability. 4. Striping & Marking Re-Stripe the entire Parking lot including; 160' of 4" Fire-lane Stripe (Yellow) (4) 18" NPFL stencils (Yellow) (25) 18' Stall Lines (White)	\$7,524.11	\$7,524.11

Item	Description	Price	Amount
	(1) 6' Parallel Stall Line (White) (32) 12" "DO NOT PARK" Stencils (white) (32) "RESERVED" Stencils (White) (55) Single Digit Stencils (1-32) (White) Paint Type: Use White and Yellow, oil-based commercial traffic paint for all lines and crosswalks to ensure visibility and long-term wear. 5. Cleanup and Demobilization Site Cleanup: Remove all equipment and materials. Clean the site thoroughly, leaving it in a safe, broom-clean condition. Demobilization: Safely remove all tools and equipment from the site upon completion. 6. Project Completion and Final Walkthrough Maintain communication with the client throughout the process. Conduct a final walkthrough with the client or site supervisor to verify completion, quality, and satisfaction. Project Timeline: 1 phase for entire parking lot total of 2 days, 1 day sealcoat, 1 day striping. (If an additional phase is required that will be an additional fee to deploy sealcoat & striping team \$1,500 + Tax) Parking Availability: On-site parking available Machinery Access: Available Additional Considerations: Weather: Work to be performed during dry conditions for proper curing. Traffic Management: Implement effective traffic control as needed to protect curing zones and minimize disruptions.		
Asphalt Crackfill	Clean and clear out debris from any large cracks that are not directly attached to any "Alligatoring" and are between 1/2" and 1/4". Any cracks larger or smaller than that may not properly adhere to the crackfill. Total Lineal Footage roughly 150'	\$550.00	\$550.00

- Note: Pricing is based on a bundle package. Pricing can increase if items are picked individually.

- Work will be scheduled on a Monday - Friday basis (Price is subject to change for weekend dates).

- **AFFORDABLE PAYMENT OPTIONS AVAILABLE, [CLICK HERE!](#)**

- ***Estimate is only good for 30 days.***

- To schedule, we need a **signed contract and 50% deposit** of total estimate. 25% is due after the completion of stage 1 and the remaining balance is due at completion of job.

Sub Total	\$8,074.11
LYNNWOOD-3110-eff 04/22 (10.6000 %)	\$855.86
Total	\$8,929.97

Terms and Conditions of Service:

Scope of Work: The work to be performed under this contract is limited to the tasks and specifications explicitly described herein. Any additional work or modifications, including but not limited to increases in square footage, linear footage, or other changes to the original scope, will incur additional charges. Such changes shall only be performed upon mutual written agreement by both parties. All modifications or alterations not explicitly outlined in this contract are excluded from the agreed price and shall be subject to additional fees. After the execution of this Agreement, no reductions to the scope of work will be permitted. However, the scope of work may be expanded to include additional tasks or services not originally specified. Any such additional work shall be subject to a change order and will result in an adjustment to the original contract price, which shall be agreed upon in writing by both parties prior to commencement of the additional work. The agreed-upon price for additional work will reflect the costs associated with the changes to the scope of work, including labor, materials, and any other relevant factors.

Working Hours and Holidays: Jireh's standard working hours are Monday through Friday, from 8:00 AM to 5:00 PM PST. Any work performed outside of these hours, including nights, weekends or holidays, will incur an additional charge. The Company observes all national holidays and will not conduct work on these days.

Exclusions: Jireh Asphalt and Concrete shall not be responsible for any of the following: (a) Sales tax, performance bonds, or any other forms of bonding; (b) Costs associated with night or weekend work, unless otherwise agreed in writing; (c) Traffic control or related expenses; (d) Utility or casting adjustments; (e) Permit fees, engineering, testing, or staking services; (f) Costs associated with over-excavation, haul-off, or treatment of unsuitable subgrade or base rock; (g) Removal of contaminated materials; (h) Cracking or damage caused by ground movement, subsidence, or settling; (i) Work performed by third parties or contractors not under the control of Jireh Asphalt and Concrete; (j) Acts of nature, force majeure, or any event beyond the reasonable control of Jireh Asphalt and Concrete; (k) Any other work, services, or costs not expressly stated in this agreement. The above exclusions are non-negotiable unless otherwise expressly agreed to in writing by both parties.

Slopes and Elevations: The Contractor will not modify or adjust the slopes or elevations of the property unless such modifications are explicitly included in the scope of work outlined in this contract. Any necessary changes to slopes or elevations that arise during the course of the project, and are not already specified in the contract, will result in additional charges. These changes must be documented in writing and agreed upon by both parties prior to implementation, and any such modifications will be subject to the terms of a written change order.

Sinkholes and Subsurface Issues: Standard Scope of Work: The Contractor's standard scope of work includes the replacement of asphalt or concrete surfaces, such as driveways, sidewalks, and similar surfaces, to a depth of 3 to 6 inches. The Contractor is **not responsible** for identifying, addressing, or rectifying sinkholes, subsurface voids, or other subsurface issues unless explicitly specified and agreed upon in the contract. **Discovery of Sinkholes or Subsurface Issues:** If sinkholes or other subsurface issues are discovered during the course of the project, the Contractor will immediately notify the Owner in writing. These issues are **not covered** under the original scope of work and will require a separate agreement to address. **Additional Work Order (AWO):** Should the Owner request the Contractor to address any discovered sinkhole or subsurface issue, an Additional Work Order (AWO) will be generated. The AWO will outline the scope of the additional work, including any necessary investigations, materials, labor, and associated costs. The AWO must be signed by the Owner and the costs must be paid in full before the additional work may proceed. **Liability:** The Contractor will **not be held liable** for any sinkholes, subsurface voids, or other subsurface issues that were not identified and addressed as part of the original scope of work. The Owner agrees to indemnify, defend, and hold the Contractor harmless from any claims, damages, delays, or additional costs arising from the discovery or existence of such subsurface conditions. **Sprinkler Systems:** The Owner is responsible for informing the Contractor of the presence and location of any sprinkler systems within the work area. If the removal and/or reinstallation of the sprinkler system is necessary to complete the work, the Owner will bear all associated costs unless otherwise specified in this contract. Should temporary removal and reinstallation of sprinklers be required, the Contractor will perform these services, and the costs will be the responsibility of the Owner, unless otherwise agreed upon in writing. **Demolition for Asphalt and Concrete:** During the demolition of asphalt or concrete, the Contractor may extend the work area up to 12–16 inches beyond the specified limits as necessary to ensure proper removal and site preparation. If the Owner requests the placement of topsoil, additional materials, or any other work to fill this extended area, such requirements must be explicitly specified in the contract. Any such additional work or materials will incur extra costs, which will be the responsibility of the Owner.

Right-of-Way (ROW) Projects: Municipal and City Requirements: In projects involving public right-of-way areas or any work subject to municipal or city jurisdiction, the Owner acknowledges that city inspectors may impose additional requirements or modifications that are not specified in the original contract. **Compliance with Inspector Requirements:** If a city inspector mandates changes to the project, such as increasing the thickness of concrete, modifying the sub-base, or other alterations, such changes will be considered **additional work**. The Owner will be responsible for any associated costs resulting from these changes, including but not limited to increased material costs, additional labor, and adjustments to the project scope. **Additional Work Orders (AWO):** For any required changes imposed by the city inspector, a separate **Additional Work Order (AWO)** will be issued to document the scope of the additional work and the costs involved. The Owner must review, approve, and sign the AWO before any additional work can proceed. **Responsibility for Costs:** The Owner will bear all costs associated with meeting municipal or city requirements, and no work related to such changes will commence until the AWO is signed by the Owner and the associated costs are paid in full.

Site Preparation and Hazardous Materials: Site Preparation – Owner's Responsibilities: All obstructions, including but not limited to garbage cans, vehicles, personal property, and landscaping (such as bushes, trees, or ground cover), must be removed from the areas designated for proposed work prior to the commencement of any work. The Owner is responsible for ensuring that the work area is clear of all obstructions, including any necessary trimming or removal of landscaping. In the event that Jireh staff is required to remove or trim such items to proceed with the work, the Owner acknowledges and agrees that Jireh shall not be held liable for any damage to said items. Should Jireh staff need to clear or trim obstructions, an additional charge of \$90 per hour, per employee, will be billed to the Owner for the time spent removing obstructions. If the Owner fails to remove or trim obstructions as required prior to the Contractor's arrival on site, Jireh may proceed with such work at the Owner's expense. The cost for any trimming or removal will be documented in an **Additional Work Order (AWO)**, which must be signed by the Owner before any work proceeds. **Irrigation:** The Owner shall ensure that any automatic sprinkler systems for the landscape areas are turned off for a minimum of 24 hours prior to the commencement of work and for 24 hours following the completion of work. Jireh Asphalt & Concrete shall not be held liable for any damage to property or equipment resulting from the operation of sprinklers during the course of work. The Owner assumes full responsibility for ensuring that sprinkler systems are properly deactivated during this period. **Landscaping:** The Owner is responsible for ensuring that all landscaping foliage, including but not limited to trees, shrubs, ground cover, and other plant material, that may overhang curbs, header boards, or work areas, is properly trimmed prior to the commencement of work. Jireh Asphalt & Concrete shall not be held liable for any damage to landscaping, including foliage, sod, or utilities (such as broken sprinklers or other underground utilities) during the course of construction. The Owner acknowledges that heavy or light equipment may be necessary to complete the project, and such equipment may cause incidental damage to landscaping or sod that is located in the path of installation. However, if the Owner has notified Jireh Asphalt & Concrete of any landscaping or utilities that may be affected, Jireh will take reasonable precautions to avoid damage. The Owner assumes full responsibility for any damage to landscaping or utilities unless such notice has been provided. **Hazardous Materials – Owner's Disclosure:** The Owner must inform the Contractor of any

known hazardous materials present on the site before work begins. The Contractor is **not responsible** for the identification, removal, or disposal of hazardous materials unless explicitly stated in the contract. If hazardous materials are encountered during the course of the work, the Owner will be responsible for any additional costs associated with their removal, handling, or disposal. Such costs will be documented in an **AWO** and must be approved by the Owner before any work can proceed.

Removal Specifications: Concrete Removal: The standard scope of concrete removal includes concrete that is **less than 4 inches** in thickness. If the concrete exceeds this thickness, the Owner will incur additional charges for **labor, disposal fees, and hauling**. These additional costs will be outlined in an **Additional Work Order (AWO)**, which must be approved and signed by the Owner before the work can proceed. **Asphalt Removal:** The standard scope of asphalt removal includes asphalt that is **less than 3 inches** in thickness. Any asphalt exceeding this thickness will also incur additional charges for **labor, disposal fees, and hauling**. These additional charges will be documented in an **AWO**, which must be signed by the Owner prior to proceeding with any extra work. **Reinforced Concrete Removal:** Concrete that contains **reinforcements** such as **rebar or wire mesh** will require additional labor and disposal efforts, resulting in increased costs. These costs will be reflected in the **AWO**, which must be approved and signed by the Owner before any work on reinforced concrete begins. **Removal of Tree Roots, Stumps, and Debris:** Any tree roots, stumps, or debris (including trash) that are not explicitly included in the original proposal and that require removal shall be subject to an additional charge. The cost for such removal will be determined based on the scope of the work required and will be outlined in a separate change order, which must be agreed upon in writing by both parties prior to commencement of the additional work.

Change Orders (AWO) – Additional Work Orders: Request for Additional Work: Any request for additional work that results in changes to the project's scope, timeline, or cost must be made in writing by either the General Contractor or the Owner. Written requests should be submitted to the appropriate Jireh Project Manager or Estimator for review and processing. **Issuance of Additional Work Orders (AWOs):** Upon receipt of a written request, an **Additional Work Order (AWO)** will be created to document the scope of the additional work and the associated costs. The AWO will be reviewed with the General Contractor or Owner for approval. No work related to the requested change shall proceed until the AWO is signed by the Owner, unless otherwise specified. **Impact on Project Timeline and Costs:** Approved AWOs may impact the project's timeline or result in additional costs. Any delays or changes in cost resulting from the AWO will be clearly identified and included in the AWO. The AWO will provide a detailed breakdown of the costs and time extensions, and any such adjustments must be approved by the Owner before proceeding. **Dispute Resolution:** In the event of a dispute regarding the terms of an AWO, both parties agree to first attempt **mediation** to resolve the matter amicably. Work related to the disputed AWO will be paused until the dispute is resolved through mediation. If mediation fails to resolve the dispute, both parties retain the right to pursue legal action. However, all efforts to mediate the issue shall be exhausted prior to initiating litigation. **Additional Costs and Mobilization Charges:** In the event that additional trips or mobilizations are required to complete the contract due to factors including, but not limited to, delays, omissions, or issues caused by the client (including failure to provide access, necessary materials, or information), an additional mobilization charge of \$1,250 will apply for each additional trip required. Alternatively, a per-day charge may be negotiated and agreed upon by both parties. Such additional costs will be invoiced separately and are payable in accordance with the terms of this agreement. **Exclusions: Additional work can be added but not reduced after signing.** However, additional work will affect the original price.

Project Scheduling and Delays: Early Start Option: The Contractor may request to start the project earlier than the scheduled date if a scheduling opportunity arises. Additionally, the Contractor may assign additional crew members to expedite project completion if another team becomes available. Any adjustments to the project timeline must be agreed upon by both parties in writing, and no work will begin before receiving the necessary approvals. **Delays Due to Permits and Inspections:** The Contractor is not responsible for delays resulting from the waiting period for obtaining permits or passing required inspections. These delays are beyond the Contractor's control. Work will resume as soon as the necessary permits and inspections are obtained and the Contractor's schedule permits. **Priority for Completion:** In the event of delays caused by permits or inspections, the Contractor will prioritize returning to and completing the affected work as soon as possible, within the limitations of the Contractor's schedule and available resources. **Weather Delays:** The project timeline may be impacted by adverse weather conditions, particularly in regions such as the Pacific Northwest. The Contractor will make reasonable efforts to stay on schedule but cannot be held liable for delays caused by weather-related issues. Any delays due to weather will be communicated promptly to the Owner, and the project timeline will be adjusted accordingly.

Quality and Acceptance of Work: Quality Standards: The Contractor shall perform all work in accordance with industry standards, best practices, and the specific project specifications as outlined in the contract. All work will be completed with a standard of care and professionalism consistent with the expectations of the construction industry. **Aesthetic Finishes:** If the Owner requests specific aesthetic finishes, particularly for concrete work (e.g., decorative finishes, stamped patterns, or special textures), such requests must be explicitly detailed in the scope of work. The Owner acknowledges and agrees that concrete is a natural material and, as such, finishes may vary in appearance. The Owner is advised that achieving a specific finish may require the use of additional materials, techniques, or labor, which may result in additional charges beyond the original contract price. The Owner should have realistic expectations regarding the consistency and appearance of concrete finishes. **Concrete Discoloration:** The Owner acknowledges that natural discoloration of concrete may occur during the curing process. This is a normal characteristic of concrete and does not affect the material's structural integrity. The Contractor is not responsible for variations in color, texture, or appearance that result from the natural curing process. **Material Transfer and Cleaning Responsibility:** Jireh Asphalt & Concrete shall not be held responsible for any costs, damages, or cleaning associated with the transfer of materials or debris to areas outside the designated work zone. This includes, but is not limited to, carpet, concrete, flooring, or any other surfaces that may become stained or contaminated as a result of foot traffic or vehicle movement through the construction area. The Owner acknowledges and agrees that they are fully responsible for any cleaning or repair costs incurred as a result of such transfer. **Final Walkthrough and Acceptance:** Upon completion of the project, a **final walkthrough** will be conducted with the Owner to review the work and ensure that it meets the requirements outlined in the contract. Any concerns or issues raised by the Owner during the walkthrough must be addressed at that time. **Final acceptance** of the work will be documented in writing by the Owner before final payment is made. The Owner's signature on the final acceptance form signifies their satisfaction with the work, and the project will be considered complete upon receipt of final payment.

Owner Responsibilities: Legal Ownership: The Owner warrants and represents that they are the legal owner(s) of the property where the work will be performed. The Owner has full authority to enter into this agreement and authorize the Contractor to proceed with the work.

Utilities: The Owner agrees to provide and maintain electric power and water for construction purposes at no cost to the Contractor during the course of the project. Failure to provide such utilities may result in project delays, for which the Owner will bear any additional costs.

Sprinkler Systems: The Owner must inform the Contractor of any existing sprinkler systems in the work area before the start of the project. The Contractor is not responsible for any damage to sprinkler systems that have not been disclosed. If removal and reinstallation of sprinkler systems are necessary, the Owner will be responsible for any costs associated with these activities unless otherwise specified in the contract. **Availability for Clarifications:** The Owner agrees to be available during the course of the project for the timely clarification of specifications, approval of additional work, and provision of necessary approvals. The Owner shall also ensure that adequate access to the property is granted to the Contractor at all times. **Disturbance Acknowledgment:** The Owner(s) acknowledges and agrees that the removal of permanently attached building materials and other work related to the project may result in disturbances to the property, including but not limited to, noise, vibration, dust, and debris. Such activities may cause incidental damage or changes to the property, including but not limited

to, cracks in interior walls, flaking paint, debris in attics or other areas, disturbance to shrubbery, lawns, and landscaping, and small divots, ruts, or other minor surface damage to the yard, driveway, or other exterior areas caused by equipment such as roll-off containers, dump trucks, or the Equipter. The Owner(s) acknowledges that these disturbances and potential damages are a normal and foreseeable consequence of the work and that the Contractor shall not be held liable for any such damage or inconvenience arising as a result.

Precautions for Property: The Owner is responsible for removing or relocating any valuable, breakable, or fragile items from walls, ceilings, or areas within the work zone before the Contractor begins the project. The Owner must also move any outdoor furniture, grills, or other objects at least 10 feet away from the work area. **Liability for Property Damage:** The Contractor shall not be held liable for any property damage or inconvenience that occurs as a normal consequence of the work, including but not limited to noise, dust, vibrations, or minor incidental damages. **Underground Utilities:** The Owner acknowledges that improperly buried or unidentified utilities may be damaged during the work. The Contractor is not responsible for damage to any utilities that are not properly marked or identified before work begins. The Owner agrees to indemnify the Contractor for any damages caused by undisclosed or improperly buried utilities. **Damage Repair:** If the Contractor causes damage to the property during the course of the work using trucks, equipment, or machinery, the Contractor will make reasonable efforts to repair such damage using available materials. However, the repair may not exactly match the original materials, and the Contractor does not guarantee an identical match. **Additional Work Requests:** The Owner agrees not to request any extra work outside the scope of the contract directly from the Contractor's employees. Any changes or additions to the scope of work must be documented in writing and approved by both parties. Unauthorized requests for extra work may result in delays and additional costs. **Side Jobs:** The Owner agrees not to request the Contractor's employees to perform any side jobs or personal tasks unrelated to the project. Any injury resulting from such requests will be the responsibility of the Owner, and the Owner will indemnify the Contractor from any liability arising from such incidents. **Disclosure of Water Issues:** The Owner must disclose any known water damage or water-related issues on the property before the commencement of work. If the scope of work needs to be expanded to address these issues, it will be included in the contract and may incur additional costs. **Pre-existing Damages:** The Owner is responsible for documenting and informing the Contractor of any pre-existing damages to the property before work begins. This includes, but is not limited to, damage to gates, fences, retaining walls, concrete slabs, or any other structures. The Owner agrees to provide written documentation of such pre-existing damages, and the Contractor shall not be held responsible for any damages that were not disclosed prior to the start of work. **Onsite Direction:** The Owner or General Contractor (GC) shall not give direct instructions to the onsite crew regarding work operations or project scope. Only authorized Jireh Site Managers are permitted to direct the onsite crew. Any interference by the Owner or GC that disrupts work will result in a pause of work and the issuance of an Additional Work Order (AWO) to cover any associated costs and delays. Work will resume only after the AWO is signed and agreed upon by both parties. **Access to Site:** The Owner is responsible for ensuring that the Contractor has unobstructed access to the work site at all times during the project. Delays caused by restricted access will result in additional costs, which will be documented and invoiced in an AWO. The Owner agrees to pay for any costs arising from delays caused by access restrictions.

Residential and Commercial Payment Terms Conditions

1. Payment Schedule A. Down Payment 50% deposit due upon contract signing to secure materials, labor, and scheduling. No work begins until deposit is received. For commercial projects >\$35,000, deposit terms may be adjusted by mutual agreement. **B.** Progress Payments 25% due upon completion of grading/concrete forming. 25% due upon project completion. Invoices issued weekly (every Friday) for ongoing projects. **C.** Final Payment & Retainage **Residential/Commercial: Final balance due immediately upon completion.**

2. Late Payment Policy A. Residential Clients Payment due immediately upon invoice (no grace period). Late fees start the next business day: 1% monthly interest (12% annual, WA consumer cap under RCW 19.52.010). \$150 one-time administrative fee. Work stoppage: Immediate if unpaid + 10% remobilization fee. **B. Commercial Clients** Payment due immediately upon invoice. Late fees start the next business day: 2% monthly interest (24% annual, WA B2B allowance). 20% one-time late fee (if unpaid for 15+ days). Progress payments: Missed = immediate stoppage + 15% reinstatement fee. **C. Government Contracts** Follows WA 5% retainage rule (RCW 60.28). Late payments accrue 1% monthly interest (12% annual). **D. Early Payment Discount** 2% discount if paid in full within 10 days of invoice.

3. Subcontractor Terms (When Jireh is a Sub) Standard: Net 30 from work completion/invoice approval. **Exceptions:** Only if a signed contract with another company specifies different terms. Network Partners: Net 30 applies only to pre-approved vendors. Late fees: 2% monthly (24% annual) after 30 days. **4. Enforcement A. Work Stoppage** All clients: Work halts immediately if payment is late. Resumes only after: Full payment + late fees. 10% remobilization fee (or actual costs, whichever is higher). \$50/day storage fee (if materials are onsite). **B. Liens & Collections Residential:** WA pre-lien notice sent at project start. Lien filed after 15 days overdue (following RCW 60.04). **Commercial:** Lien filed after 10 days overdue (no cure period). Collections: Owner/subcontractor pays all attorney fees (per WA RCW 4.84.330). **C. Contract Termination Residential:** May terminate after 10-day written notice. **Commercial:** May terminate immediately for non-payment. **Owner liable for:** All completed work + materials. 20% cancellation fee (of remaining contract value).

5. Payment Methods Accepted: ACH, check, debit/credit cards. 3.5% processing fee for debit/credit card payments. No fees for ACH and check. No cash payments (for audit compliance).

6. Dispute Resolution Payment disputes must be submitted in writing within 5 days of invoice. Late fees paused during good-faith disputes. **7. Mechanics Lien:** In addition to charging interest, Jireh Asphalt and Concrete Services, Inc. retains the right to place a lien on the property as permitted by Washington state law for any unpaid balance, including both principal and interest. The Owner(s) will be provided with notice as required by law before any lien is placed, and all procedural requirements will be followed to perfect the lien. **8. Right to Withhold Work:** The Contractor reserves the right to withhold further work if payments are not made according to the agreed schedule. Work will resume once outstanding payments are received.

Financing Approval and Creditworthiness: Financed Loan: The client acknowledges and agrees that the total project cost will be financed through a third-party lender. Jireh Asphalt and Concrete Inc. ("the Company") is not a lender and does not provide financing directly. Financing will be provided by an independent, third-party financial institution. The client is subject to the third-party lender's approval and terms. **Creditworthiness:** The client authorizes the third-party lender to conduct a credit check and assess the client's creditworthiness, including but not limited to credit score, financial history, and the ability to repay the loan. The client understands that approval of financing is contingent upon the lender's criteria, and the Company is not responsible for the lender's decision. **Approval and Terms:** Financing is subject to approval by the third-party lender. If financing is approved, the client agrees to the terms and conditions set forth by the lender, including interest rates, loan amounts, repayment schedules, and any applicable fees. The client acknowledges that these terms are separate from the Company's agreement. **Denial of Financing:** In the event that the client is unable to secure financing through the third-party lender, the client is responsible for making alternative payment arrangements with the Company. **Payment Structure and Progress:** The total project cost is to be paid in two stages, as outlined below: **75% Upfront Payment:** The client agrees to pay 75% of the total project cost upfront prior to the commencement of work. This payment is due once financing has been approved and funds have been disbursed by the third-party lender. If financing is not approved, the full 75% payment must be made directly to the Company before work can begin. This upfront payment covers the cost of materials, labor, and other necessary expenses required to begin the job. **25% Final Payment Due Upon Job Completion:** The remaining 25% of the total project cost is due upon completion of the job. The job will be considered complete once all work has been performed as agreed upon in the scope of work, the client has approved the work, and a final inspection has been conducted. The client acknowledges that the final payment is due regardless of any minor issues or imperfections, provided the work meets the agreed-upon scope. If there are any unresolved issues or discrepancies, the client and the Company will work in good faith to resolve them before the final payment is made.

Financing and Payment Disbursement: Third-Party Loan: If the client is financing the project through a third-party lender, the loan will cover the 75% upfront payment. The client agrees to ensure that the loan amount is sufficient to cover this upfront cost. **Payment Method:** Payments will be processed according to the loan agreement, with the thirdparty lender disbursing funds directly to the Company. In the event that financing is not approved, the client is responsible for making the full upfront payment before work begins.

Late Payments and Penalties: Late Payment Fees: If any payment is not received by the due date, a late fee of 20% of the outstanding balance will be assessed per month. **Suspension of Work:** In the event of overdue payments, the Company reserves the right to suspend work until the overdue payment is made in full. **Collection Fees:** If the client's account remains overdue for more than 90 days, the Company may refer the account to collections. The client will be responsible for any fees, including legal costs, incurred as a result of collections.

Changes to Scope of Work: Change Orders: Any changes to the scope of the work that result in additional costs, materials, or labor will be documented through a written change order. The client will be notified of any adjustments to the payment schedule before the work proceeds. **Approval for Additional Work:** Any work outside the initial scope will require the client's approval and may result in an updated payment schedule.

Project Delays: Delays Due to External Factors: If delays occur due to factors outside the Company's control, such as weather, material shortages, or other unforeseen circumstances, the client agrees that the payment schedule remains intact. Work will continue once conditions allow. **Delays Due to Non-Payment:** If financing is delayed or payment is not made according to the agreed schedule, the client acknowledges that work may be suspended until payment is received. **No Refund on Payments:** All payments made under this agreement are non-refundable. Once payments have been made, they are applied to the project costs and are not subject to refund under any circumstances, except where required by law.

Client Satisfaction and Job Completion: Final Payment: The final 25% payment is due upon job completion and client satisfaction. Once the work is completed and inspected, the client will be asked to sign off on the completion of the job. **Completion Definition:** The job will be considered complete once all work described in the contract has been finished, inspected, and approved by the client, subject to any mutually agreed-upon punch list items. Final payment will be due at this time. **Disputes:** If the client raises concerns regarding the work, the Company will address them promptly. However, the final 25% payment is still due upon completion, even if minor adjustments or corrections are required.

TAX RATE CHANGE DISCLAIMER: Local Tax Rate Adjustments: The sales tax rate applicable to the project may vary depending on changes in the local tax jurisdiction. Tax rates are subject to periodic updates by local governing authorities, and these changes may impact the final tax amount applicable to the project. **Impact on Project Costs:** In the event of a tax rate change during the course of the project, the applicable tax rate at the time of the purchase of materials, services, or labor may differ from the tax rate indicated at the time of signing the contract or initial estimate. The Company reserves the right to adjust the final invoiced amount to reflect any changes in the local sales tax rate, which may result in a higher or lower final tax charge. **Effective Date of Tax Changes:** Any tax rate changes imposed by local tax authorities will be effective immediately upon their enactment. The Company will make reasonable efforts to inform the Client of any changes, but the Client acknowledges that it is their responsibility to stay informed of any such changes. **Notification and Adjustment:** If a tax rate change occurs after the contract is signed or during the project, the Company will notify the Client of the change and adjust the final invoicing accordingly. Such adjustments will reflect the applicable tax rates at the time of billing or invoicing.

Interest on Unpaid Balances: Accrual of Interest: In the event that any payment due under this agreement for work performed, materials supplied, or other charges remains unpaid, interest shall accrue on the outstanding balance from the due date until full payment is received by Jireh Asphalt & Concrete Services, Inc. The interest rate shall be **18% per annum**. **Notice of Outstanding Balance:** Upon request, the Owner will receive a **statement of account** detailing the principal amount due, any accrued interest, and the total balance owed. Additionally, periodic statements may be provided to keep the Owner informed of the outstanding balance. **Application of Payments:** Any payments received by the Contractor will first be applied to the accrued interest, with the remainder applied to the principal amount due. This ensures that interest does not continue to accumulate on the principal balance. **Legal Fees and Costs:** In the event that collection efforts or legal action are necessary to recover unpaid balances, the Owner agrees to pay all reasonable collection costs, including attorney's fees and court costs, as permitted by Washington State law. These costs will be in addition to the outstanding balance. **Waiver:** No waiver by Jireh Asphalt & Concrete Services, Inc. of any breach by the Owner(s) shall be deemed a waiver of any subsequent breach, whether of the same or any other provision of this agreement. Any waiver must be made in writing and signed by an authorized representative of the Contractor. **Acknowledgment:** The Owner acknowledges and agrees that they have been fully informed of the terms of this interest policy and that the applied interest rate is fair and reasonable under Washington State law.

Payment Terms, Work Suspension, and Termination: 1. Work Suspension Due to Non-Payment: If the Owner(s) fail to make payments in accordance with the agreed-upon payment schedule, Jireh Asphalt & Concrete Services, Inc. ("Contractor") reserves the right to suspend all work immediately. Work will only resume once the outstanding balance is paid in full. The Contractor is not responsible for any delays caused by such suspension, and the Owner(s) will bear all costs associated with the delay, including any additional fees incurred due to rescheduling. **2. Mechanic's Liens:** If any payment remains outstanding for more than **30 days**, the Contractor reserves the right to file a mechanic's lien against the property to secure payment for work completed and materials supplied. The lien will cover the unpaid balance, including principal amounts due, accrued interest, and any additional costs incurred by the Contractor. **3. Right to Terminate Contract for Non-Compliance:** The Contractor reserves the right to terminate this agreement and cease work if the Owner(s) fail to meet any of the following obligations: **Payment Obligations:** Failure to pay for work performed as agreed in the contract. **Access to Jobsite:** Failure to provide necessary access to the jobsite or interfering with the Contractor's ability to perform the work. **Delays:** Causing delays by failing to meet deadlines or agreed-upon schedules. **Interference:** Interfering with the Contractor's methods, materials, or operations. **Failure to Pay for Extra Work:** Failing to pay for additional work or claims arising during the course of the project. **Owner Cooperation:** Engaging in behavior that unduly impedes the progress of work, including creating a hostile work environment or uncooperative conduct. **4. Notice of Termination:** If the Contractor decides to terminate the contract, the Owner(s) will receive written notice specifying the reasons for termination and the effective date. Upon receipt of such notice, the Owner(s) must immediately cease all activities related to the project and comply with any further instructions from the Contractor. **5. Consequences of Termination:** In the event of termination, the Owner(s) will be liable for the following: **Payment for Work Completed:** Payment for all work completed up to the termination date, including materials delivered to or in transit to the jobsite. **Termination Costs:** Any costs incurred by the Contractor as a result of the termination, including but not limited to demobilization, securing, and protecting the worksite. **Reinstatement Fee:** If work was suspended due to non-payment and must be rescheduled, the Owner(s) will be responsible for a reinstatement fee to cover the costs of remobilizing the project, including additional labor, materials, and scheduling adjustments. **6. Non-Payment Mechanic's Lien: Right to Place a Lien for Non-Payment:** If payment is not received in full according to the agreed-upon payment schedule, the Contractor reserves the right to file a mechanic's lien against the property to secure any outstanding balance. This lien may cover the principal amounts due, accrued interest, and any associated costs incurred by the Contractor due to non-payment. **Lien Filing Fees:** If a lien is filed due to non-payment, the Owner(s) will be responsible for all fees associated with the filing, enforcement, and/or removal of the lien. These fees include, but are not limited to, court filing fees, attorney fees, and administrative costs incurred by the Contractor. **Interest on Unpaid Balances:** In addition to any lien filing or enforcement fees, the Owner(s) will be liable for interest on any outstanding balances. Interest will accrue at an annual rate of 18% from the

due date until the balance is paid in full. **Lien Enforcement:** If the debt remains unpaid after a lien is filed, the Contractor reserves the right to initiate further legal action to enforce the lien. All expenses related to lien enforcement, including attorney fees, court costs, and other related expenses, will be the responsibility of the Owner(s). **7. Failure to Communicate: Right to Place a Lien for Failure to Communicate:** If there is no communication from the Owner(s) for 7 days following the last payment or communication, the Contractor reserves the right to file a mechanic's lien against the property to secure any outstanding balance. This lien may cover principal amounts due, accrued interest, and all associated costs incurred by the Contractor due to failure to communicate. **Notice of Intent to Lien:** Before filing a lien for failure to communicate, the Contractor will send a formal Notice of Intent to Lien to the Owner(s) at the last known address. The Owner(s) will have 10 business days from receipt of the notice to either resolve the outstanding balance or contact the Contractor to arrange payment or discuss the situation. **Lien Removal Fees:** If the debt is paid in full and the Owner(s) request the release of the lien, the Owner(s) will be responsible for all fees associated with removing the lien through legal channels. These fees must be paid in full before the lien is removed. **8. Non-Payment, Short Checks, and Collection Costs:** The Owner agrees that if any check or credit payment tendered under this Agreement is dishonored by the bank or financial institution upon which it is drawn, or if the Owner fails to make timely payment in accordance with the terms of this Agreement, the Owner shall be responsible for all costs of collection. These costs shall include, but are not limited to, attorney's fees, court costs, and any other expenses incurred in the process of collecting the outstanding debt. The Owner acknowledges that any failure to make full payment within the agreed-upon time frame may result in the immediate suspension or termination of services until payment is made in full, along with the costs of collection. **9. Cancellation and Forfeiture Fee:** In the event of cancellation by the Client after the execution of this Agreement, a forfeiture fee equal to 10% of the total estimated contract price will be charged. This fee is intended to cover time, materials, and other costs incurred up to the point of cancellation.

Warranty Terms: 1. General Warranty: Jireh Asphalt & Concrete, Inc. ("Contractor") warrants the workmanship of all projects for a period of **one (1) year**, starting on the completion date of the project, unless otherwise specified in writing. This warranty applies exclusively to the original Owner(s) who paid for the work and is **non-transferable**. The warranty covers only work performed by Jireh Asphalt & Concrete from start to finish and does not extend to subcontracted work or work performed by others after the project completion. **2. Warranty Exclusions:** The warranty does not cover defects, damages, or issues caused by any of the following: **Alterations or repairs** made by the Owner or third parties after project completion. **Acts of nature**, including but not limited to earthquakes, floods, severe weather, or natural disasters. **Misuse, neglect, or normal wear and tear**, including but not limited to damage from vehicles, equipment, or improper handling. **Cracking, settling, or imperfections** due to subsurface conditions with less than 1 inch (e.g., poor soil, drainage issues, or foundation settling). **3. Specific Product Warranties: Concrete & Asphalt: Concrete Work:** One-year warranty on workmanship. **Asphalt Work:** One-year warranty on workmanship. **Overlay Work:** One-year warranty on workmanship. **Exclusions** for all product warranties include: **Cracking or settling** due to subsurface conditions or improper foundation. **Tire marks, stains, or damage** caused by foreign substances (e.g., oil, chemicals, etc.). **Asphalt & Concrete texture variations:** Asphalt & Concrete are composed of varying sizes of aggregate, and surface appearance may vary. **Cracks over 1/8 inch in width:** These will be filled with crack filler; however, the cause of the cracks (e.g., poor installation or natural settling) will be evaluated according to company standards for repair. **Repair appearance:** Some repairs may be visible and may not blend perfectly with the surrounding area. **Surface imperfections:** Asphalt may look smoother in some areas than others due to the nature of the materials used. **Concrete Finish and Decorative Concrete:** All concrete finishes, including but not limited to stamped concrete, may vary in appearance due to factors such as shading, sunlight, temperature, and humidity. The color and texture of stamped concrete may differ based on these environmental conditions. The Owner acknowledges and agrees that the final product may not exactly match the color, shade, or stamp pattern depicted in any pictures, samples, or brochures provided by Jireh Asphalt & Concrete. The Owner assumes full responsibility for the selection of colors and stamp patterns for decorative concrete and understands that variances in the final appearance may occur due to natural and environmental factors. **Sealcoating & Striping: Warranty:** One-year warranty on sealcoating and striping work. **Exclusions:** Damages from **sprinkler systems, tire marks**, or damage caused by **people or animals** walking on wet sealcoat or fresh paint. Sealcoating is a **sealant only** and does not repair cracks or affect the elevation of the asphalt. (Sealcoating your asphalt will lock in the existing oils to keep the asphalt flexible, which reduces cracking.) **Maintenance Recommendations:** Sealcoating should be re-applied every **2-3 years** to maintain surface flexibility and prevent cracking. It is also recommended to apply sealcoating **6 months to 1 year** after initial installation. **Concrete Sealer: No Warranty:** Due to varying local weather conditions (e.g., rain, humidity, temperature fluctuations), **Jireh Asphalt & Concrete, Inc.** does not offer a warranty for concrete sealer. Color fading, efflorescence, or other natural changes from exposure to the elements may occur. Periodic **reapplication** is recommended for maintaining appearance and performance. **4. Hairline Cracks: Definition:** Hairline cracks in concrete may naturally occur due to the expansion and contraction of the material, particularly when the concrete is in direct contact with adjacent surfaces or materials, such as bricks, other concrete slabs, or structures. These cracks are typically the result of the inherent properties of concrete, including thermal expansion, contraction due to temperature fluctuations, and moisture variation. **Treatment and Coverage:** Only cracks that exceed **1/4 inch** in width will be considered for treatment under this contract and any applicable warranty. Cracks measuring **1/4 inch** or smaller shall be regarded as a normal and expected consequence of concrete's natural expansion and contraction and will not be eligible for repair or coverage under warranty. **Expansion Joints:** To mitigate the occurrence of cracking due to expansion, **expansion joints** will be installed as a point of separation (or isolation) between the concrete and adjacent static surfaces. These joints are designed to accommodate movement and prevent damage. This provision does not apply to retaining walls, which are subject to different considerations based on design and function. **Exclusions:** Any crack smaller than **1/4 inch** in width is excluded from repair or warranty coverage, as such cracks are considered a normal part of the concrete curing and settling process. **Repair Policy:** For cracks exceeding **1/4 inch** in width, **Jireh Asphalt & Concrete** will assess the severity and underlying cause of the crack and, if determined to be necessary, will perform repairs based on the agreed-upon scope of work. Repairs will be performed in accordance with industry standards and best practices. **5. Re-Entrant Corner Cracks: Definition:** Re-entrant corner cracks occur when concrete is poured around columns, corners, or rounded objects (such as manholes or drains), and shrinkage leads to long cracks radiating from these areas. **Treatment:** **Jireh Asphalt & Concrete** will evaluate the cause of these cracks and will determine the appropriate repair method if necessary. **6. Maintenance Requirements:** To keep this warranty valid, the **Owner(s)** are responsible for maintaining the project area as follows: Regularly clean and maintain the asphalt and concrete surfaces. **Seal** concrete surfaces only after **30 days** of pouring and **annually during fall season before winter thereafter**. **Sealcoat** asphalt surfaces every **2-3 years**, with the first application occurring within **6 months to 1 year** of installation. Failure to adhere to these maintenance guidelines may result in the **voiding** of the warranty. **Void Warranty Conditions:** The warranty provided by Jireh Asphalt & Concrete, Inc. ("Contractor") will be rendered **void** under the following circumstances: **1. Failure to Pay:** If the Owner(s) fails to pay any outstanding sums owed to the Contractor, including amounts for the base contract, any change orders, or additional work. **2. Failure to Notify:** If the Owner(s) does not provide written notice to the Contractor within **ten (10) days** of discovering any defect in the workmanship or materials covered by this warranty. **3. Third-Party Alterations:** If the Owner(s) permits any third party (including other contractors, companies, or individuals) to alter, repair, or modify any work performed by the Contractor in any way. This includes the application of external products, adjustments, repairs, or any alterations to the original work. **4. Failure to Maintain the Work:** If the defect or damage results from the Owner(s)' failure to properly maintain the work area, including failure to perform routine care and maintenance as recommended by the Contractor. **5. External Modifications or Additional Work:** If any work or modifications are performed by external parties after the project's completion, including but not limited to contractors, companies, or individuals performing additional work, repairs, or alterations to the project. **6. Use of Third-**

Party Materials: The warranty does not apply to materials supplied by third parties, such as asphalt mix, concrete, sealcoating, paint, or any other materials not manufactured or provided by the Contractor. The Contractor is only responsible for defects in **craftsmanship and workmanship**. Any issues arising from third-party materials or products are not covered by the warranty. **7. Concrete Color Fading:** The Owner(s) acknowledges and agrees that concrete colors may naturally fade over time due to exposure to elements such as **sunlight, weather, and use**. The Contractor is **not responsible** for color fading or other aesthetic changes that occur naturally over time. **8. Acts of Nature and External Damages:** The warranty does not cover damage caused by **acts of nature**, such as earthquakes, floods, windstorms, or any other natural disasters, nor does it cover damage caused by **external factors** such as falling trees, branches, debris, or other objects not related to the Contractor's work. **9. Impact or Chemical Damage:** The warranty does not cover damage caused by **impact, chemical spills** (including, but not limited to, oil, gasoline, or other chemicals), or damage caused by **misuse** of the surface, including but not limited to damage from heavy equipment, jacks, kickstands, lawn chairs, or any other unintended misuse of the paved surface. **10. Labor Exclusions:** The Contractor does not provide any warranty for the labor associated with **caulking materials, sealants, reflective coatings, painted surfaces, or metal materials**. **11. Misuse or Excessive Wear:** Damage resulting from **misuse or excessive wear** beyond normal use, such as chemical spills (e.g., oil, gasoline), or damage from heavy or inappropriate loads, is not covered by the warranty. **12. Subcontractor Impact:** The warranty does not cover any damages or disruptions caused by the presence of **multiple subcontractors** working on the project site simultaneously, or any other work or activity outside the scope of the original work performed by the Contractor.

Reporting and Repair Procedures: **1. Owner's Responsibilities for Reporting Issues:** The Owner(s) is responsible for promptly notifying Jireh Asphalt & Concrete, Inc. ("Contractor") in writing if any issues or defects arise within the warranty period. The Owner(s) must provide reasonable time for the Contractor to assess and complete the necessary repairs. **2. Repair Request Process:** Any request for repairs must be submitted in writing, clearly detailing the nature of the issue and its specific location within the project area. The written notice should be sent directly to the Contractor and include all relevant information to facilitate the repair process. **3. Pre-Repair Communication:** Prior to initiating any repairs, the Owner(s) must **contact and speak directly** with a project manager at Jireh Asphalt & Concrete. No repairs should be undertaken without prior approval from the Contractor. This ensures that the issue is addressed appropriately and in accordance with the terms of the warranty. **4. Third-Party Work Exclusion:** Jireh Asphalt & Concrete is **not responsible** for any repairs or work performed by third-party contractors or individuals without the prior consent of the Contractor. Any unauthorized repairs or alterations made by external parties will void any applicable warranties or guarantees. **5. Contractor's Right to Complete Repairs:** Upon receiving proper written notice, the Contractor will assess the repair request and schedule the necessary work within a reasonable time frame. The Owner(s) agrees to provide the Contractor with access to the property as necessary to complete the repairs.

Permits and Approvals: **1. Owner's Responsibility for Permits and Approvals:** The Owner(s) shall be solely responsible for obtaining all necessary permits, approvals, and licenses required for the work to be performed under this Agreement. The Owner(s) shall ensure compliance with all local, state, and federal regulations, including zoning, building codes, and any other applicable laws. **2. Contractor's Role in Obtaining Permits:** If the Owner(s) requests that Jireh Asphalt & Concrete, Inc. (the "Contractor") obtain the necessary permits on their behalf, the Owner(s) agrees to pay an additional fee for this service. The Contractor will process and file the permits as requested, subject to the following conditions. **3. Permit Fees and Additional Costs:** The Owner(s) acknowledges and agrees that **all costs and fees** associated with obtaining permits—including filing fees, submission costs, and any administrative expenses incurred by the Contractor—shall be the responsibility of the Owner(s). **Minimum Permit Fee:** The minimum fee for Contractor services related to obtaining permits is \$1,500, which covers basic permit processing. **Additional Costs:** Any costs beyond the minimum permit fee, such as additional submission fees or special handling fees incurred by the Contractor, shall be borne by the Owner(s) and paid promptly upon invoicing. **Payment for Permits:** All payments for permits and related fees must be made by the Owner(s) prior to the Contractor initiating work that requires such permits. **4. Written Agreement for Special Circumstances:** Any exceptions or modifications to the above terms, including who bears the costs of the permits and the permit-related fees, must be agreed upon in writing by both the Owner(s) and the Contractor. Any such written agreement shall supersede the standard provisions set forth in this section. **5. Owner's Acknowledgment of Responsibility:** The Owner(s) understands and acknowledges that the responsibility for obtaining the required permits and approvals lies with them, unless specifically agreed otherwise in writing. Failure to obtain the necessary permits or approvals, or delays caused by permit-related issues, may result in delays to the work and/or additional costs, for which the Owner(s) will be held responsible. **6. Permit Review Process:** The permit review process typically takes a few weeks to a few months, depending on the city or county's workload and the complexity of the application. Each city or county has its own requirements, processes, and timelines. **7. Payments** **Permit Processing Payment:** A non-refundable payment of \$1500 is charged by Jireh for processing the permit application. **City Payments:** Any payments charged by the city or county during permit process for permit intake, review, issuance, and inspections (before or after project completion) will be paid in full by the customer directly to Jireh including credit card service charges which varies from city or county wherever applicable. Jireh will then remit these payments to the city or county. These payments are non-refundable, regardless of permit approval or denial. **Additional Payments:** Any additional payments for extra paperwork or services requested by the city or county during the permit process (e.g., PE sign/stamp, PE site plans, wetland survey, critical area survey, bond requirements, or other professional engineering services) will be paid by the customer directly to Jireh. These payments are non-refundable, whether the permit is approved or denied. **8. Traffic Control Plans (TCP)** **TCP Creation:** Projects requiring a Traffic Control Plan (TCP) will incur a minimum charge of \$300 for the creation of the plan. The cost depends on the area and complexity and may increase accordingly. This will be paid by the customer directly to Jireh. These payments are non-refundable, regardless of permit approval or denial. **Field TCP Crew:** For projects requiring flaggers, traffic supervisors, and traffic sign boards, these will be assessed by the operations team and billed separately. **Electronic Boards:** If electronic boards are required, they will be billed separately. **9. Permit Approval and Denial** **Approval:** Once the permit is approved, the homeowner is responsible for notifying the neighborhood of the project dates (if required by the city or county) to ensure compliance with all city or county rules and regulations. **Denial:** If the permit is denied, no portion of the processing, permit, inspection, professional engineering services, TCP services, or any other service payments will be refunded, even in rare cases where the denial is due to unspecified reasons by the city or county. **10. Termination of Services** Jireh reserves the right to terminate its services and issue no refund if the permit application is withdrawn or if the client fails to comply with the terms of this agreement. Jireh is not responsible for any delays, costs, or issues arising from the city's or county's processing times or requirements. **11. Acknowledgment** By applying for a permit through Jireh, the applicant acknowledges and agrees to these terms, including **non-refundable payments**, potential additional charges, and the overall permit review process.

Insurance and Liability: **1. Insurance Coverage:** The Contractor shall maintain, at its own expense, appropriate insurance coverage, including but not limited to **general liability insurance** and **workers' compensation insurance**, throughout the duration of the work. Such coverage shall be adequate to cover any risks associated with the work performed under this Agreement. Upon the Owner(s)' request, the Contractor will provide proof of insurance, including details of the coverage limits and policies in force. **2. Contractor's Liability:** The Contractor shall not be held liable for any damages, injuries, or losses resulting from the Owner(s)' failure to: **Comply with safety instructions** provided by the Contractor, or **Remove personal items** from the work area before or during the project. The Owner(s) acknowledges that it is their responsibility to ensure that the work area is cleared of any personal property, and to adhere to all safety guidelines provided by the Contractor. **3. Owner(s)' Indemnification:** The Owner(s) shall indemnify and hold harmless the Contractor, its employees, agents, and subcontractors, from any claims, damages, or liabilities arising out of or in connection with the Owner(s)' failure to comply with the requirements set forth in this Agreement, including but not limited to failure to maintain a safe work environment, failure to remove personal property, or failure to follow safety instructions.

Recording and Privacy: 1. Recording and Photography: The Owner(s) acknowledges and agrees that Jireh Asphalt & Concrete may capture photographs, videos, and/or drone recordings during the course of the project for purposes of **quality control, documentation, and marketing**. By signing this Agreement, the Owner(s) grants Jireh Asphalt & Concrete the right to use such recordings, including visual content, for marketing and promotional purposes, including but not limited to showcasing completed work on the company's website, social media, and other marketing materials. **2. Opting Out of Marketing Use:** If the Owner(s) does not wish for any photographs, videos, or recordings to be used for marketing purposes, the Owner(s) must provide written notice to Jireh Asphalt & Concrete **prior to the commencement of the project**. Failure to provide such written notice will be considered as consent for the use of recordings for marketing purposes. **3. Privacy Protection:** Jireh Asphalt & Concrete is committed to respecting and protecting the privacy of the Owner(s). Any **personal information** collected during the project, including but not limited to **names, addresses, and contact details**, will be kept strictly confidential. Such personal information will not be shared with third parties, except as required by law or with the prior written consent of the Owner(s).

Environmental Regulations: 1. Compliance with Environmental Laws: The Contractor agrees to comply with all applicable **federal, state, and local** environmental regulations and standards during the performance of the work. This includes, but is not limited to, regulations concerning waste disposal, air and water quality, hazardous materials handling, and other environmental protections. **2. Responsibility for Non-Compliance:** In the event of non-compliance with any applicable environmental regulations, the party responsible for the violation shall bear full responsibility for any associated fines, penalties, or legal consequences. This includes any costs incurred as a result of regulatory violations caused by either the Contractor or the Owner(s). **Subcontractors: 1. Use of Subcontractors:** The Contractor reserves the right to engage subcontractors to perform certain portions of the work outlined in this Agreement. The Contractor may, at its discretion, delegate specific tasks or responsibilities to subcontractors as necessary to fulfill the terms of the Agreement. **2. Responsibility for Subcontractors:** The Contractor shall remain fully responsible for the quality, timeliness, and completion of all work performed by subcontractors. The Contractor shall ensure that subcontractors comply with all applicable terms of this Agreement, and the work performed by subcontractors shall be considered the work of the Contractor for all purposes under this Agreement. The Contractor will be held to the same standards of accountability for the actions or omissions of subcontractors as if the work were performed by the Contractor's own employees. **Termination for Convenience: 1. Termination Rights:** Either party (the Contractor or the Owner(s)) may terminate this Agreement for convenience by providing thirty (30) days' written notice to the other party. No reason for termination needs to be provided by either party. **2. Payment Upon Termination:** In the event of termination for convenience, the Owner(s) shall promptly pay the Contractor for all work performed, and all materials purchased or ordered for the project up to the date of termination. This includes, but is not limited to, labor, materials, equipment, and any other expenses incurred by the Contractor in connection with the project up to the point of termination. **3. Final Accounting:** Upon termination, the Contractor shall submit a final invoice reflecting all amounts due for work completed and materials procured as of the date of termination. Payment shall be due in accordance with the terms of this Agreement.

Waiver of Consequential Damages and Limitation of Liability: 1. Waiver of Consequential, Incidental, and Special Damages: To the fullest extent permitted by law, neither party (the Contractor nor the Owner(s)) shall be liable to the other for any consequential, incidental, or special damages arising out of or in connection with this Agreement. This includes, but is not limited to, damages for lost profits, loss of business, business interruptions, or any other indirect, punitive, or exemplary damages, whether or not the possibility of such damages was foreseen or could have been reasonably anticipated. **2. Limitation of Liability:** In no event shall either party's total liability to the other exceed the total amount paid or payable by the Owner(s) to the Contractor under this Agreement for the specific work or service giving rise to the claim, provided that the liability is not a result of willful misconduct, gross negligence, or breach of confidentiality. **3. Exceptions:** This waiver and limitation of liability shall not apply in cases of personal injury or property damage caused by the Contractor's negligence or misconduct, or where otherwise prohibited by law.

Indemnification and Hold Harmless Agreement: 1. Owner's Indemnification Obligations: The Owner(s) agrees to indemnify, defend, and hold harmless the Contractor, its employees, agents, officers, directors, subcontractors, and affiliates (collectively, "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including but not limited to attorneys' fees) arising out of, or resulting from, the performance of the work under this Agreement. This indemnification obligation applies to the extent caused by the negligent acts, errors, or omissions of the Owner(s), their employees, agents, contractors, or any third parties under their control or responsibility. **2. Scope of Indemnification:** The indemnification includes, but is not limited to, claims arising from: Property damage or loss, Personal injury or death, Breach of any statutory or regulatory obligations, Violation of third-party rights (e.g., intellectual property rights, privacy rights) The Owner(s)' obligation to indemnify does not apply to claims arising solely from the negligence or misconduct of the Contractor or its subcontractors. **3. Duty to Defend:** The Owner(s) shall, at its own expense, promptly defend the Indemnified Parties against any claim or suit that falls within the scope of indemnification, even if such claims are groundless or fraudulent. The Owner(s) shall assume all costs, including any settlement or judgment amounts, and shall cooperate fully in the defense of any such claims. **4. Exclusion from Indemnification:** This indemnification does not apply to any claims resulting from: The Contractor's own gross negligence, willful misconduct, or breach of contract. Any claims that arise solely from the actions or omissions of the Contractor or its subcontractors.

Contact Information: For questions or concerns about these Terms and Conditions, please contact us at: **Jireh Asphalt & Concrete Services, Inc.** Phone: (425)268-3084 Email: office@jirehwa.com Website: <https://jirehconstructioninc.com/> Address: 8423 Mukilteo Speedway Suite 101, Mukilteo WA 98275

Acknowledgment and Agreement to Terms and Conditions: By signing or accepting this Agreement, either electronically or in writing, the Client acknowledges that they have read, fully understand, and agree to be bound by the provisions contained herein, including but not limited to the cancellation and estimate policy. The Client further agrees that these Terms and Conditions supersede any prior agreements, representations, or understandings between the Client and the Contractor related to the subject matter of this contract. The Client acknowledges that the forfeiture fee outlined in the cancellation policy is reasonable and understands that the terms are in compliance with applicable laws in the state of Washington.