



## FENCE DESIGN PLAN

FEB 06, 2026

**Project Proposal**

**CCB #255041**

**Setting The Standard For Excellence**

**rick@roseburgfence.com**

**5418026056**

## WINSTON MIDDLE SCHOOL

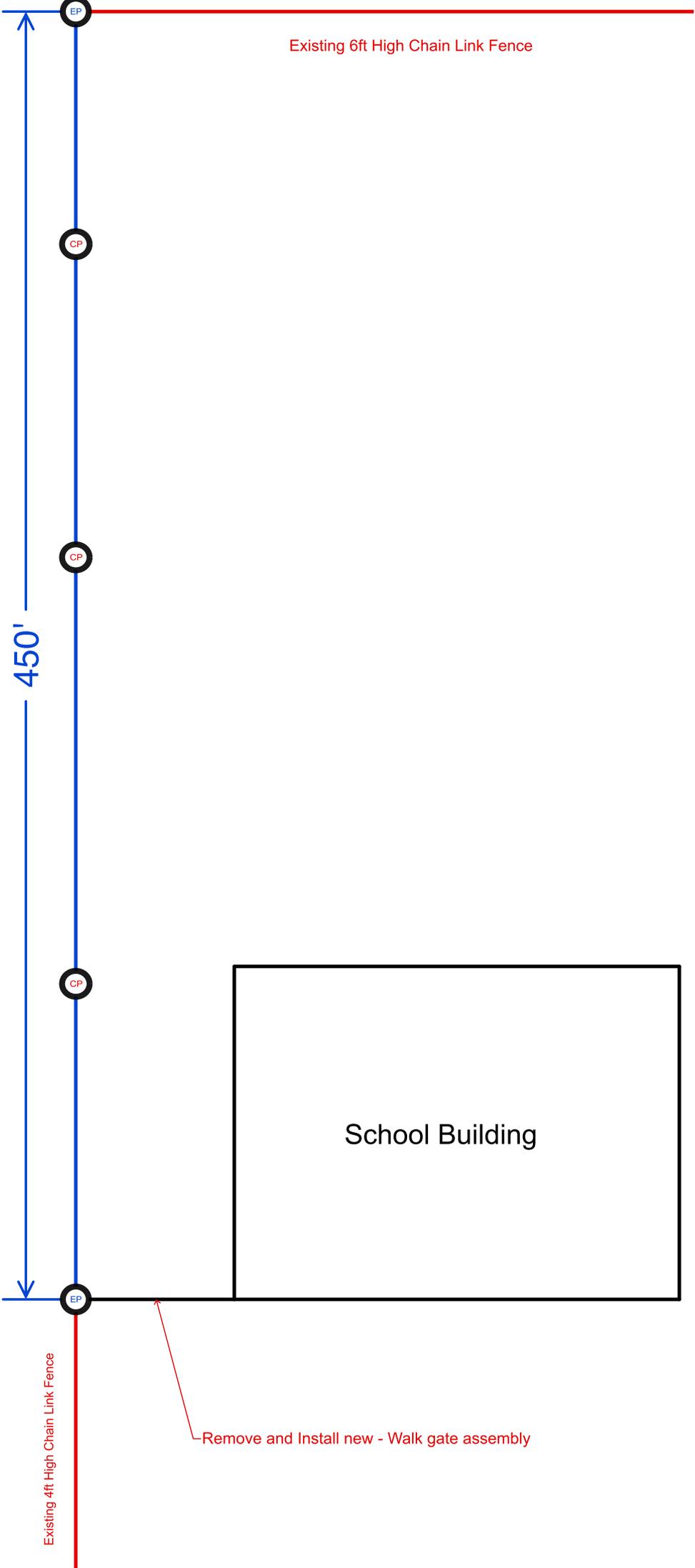
330 Thompson Ave.

Winston, OR

97496

beards@wdsd.org

5416716331



Existing 6ft High Chain Link Fence

450'

EP

CP

CP

CP

EP

School Building

Existing 4ft High Chain Link Fence

Remove and Install new - Walk gate assembly

# WARRANTY



## **ROSEBURG FENCE**

### **5-YEAR WORKMANSHIP WARRANTY**

#### **SETTING THE STANDARD FOR EXCELLENCE**

Your fence was custom-installed by Roseburg Fence using proven methods, quality materials, and the same high standards we bring to every project. This installation is backed by our 5-Year Workmanship Warranty, reflecting our commitment to craftsmanship, accountability, and doing the job right — because at Roseburg Fence, we're proud to be Setting the Standard for Excellence. If you ever have a question or concern related to the installation of your fence, our team is here to help. This warranty represents more than coverage — it represents our promise to stand behind our work, communicate clearly, and deliver long-term value. Complete warranty details are outlined in your Fence Project Agreement.

#### **Customer**

Winston Middle School

#### **Project address**

330 Thompson Ave., Winston, OR

#### **Date Project Completed**

-

Thank you for choosing Roseburg Fence — we're honored to have earned your trust.

# PROPOSAL DETAILS

Description	Unit	Qty
<b>Section 1</b>		
<b>72" High Galvanized Chain Link Fence</b> Galvanized 1 7/8" diameter line posts, set in approximately 24" deep concrete footings. 1 5/8" Diameter top rail assembly. 9 Gauge - 2" Diamond - Knuckle x Knuckle Black chain link fabric. 9 Gauge continuous bottom tension wire. All fittings to be Galvanized pressed steel.	LF	450
Custom Walk Gate Assembly - 3ft Wide 4" x 4" Square support posts, with header at 7ft high, custom walk gate assembly to include construction keyed lock cylinder and free exit panic bar. To include mammoth self closing hinges	EA	1
	<b>Total</b>	\$15,800.00

# APPROVAL & NEXT STEPS

**Proposal Details**

\$15,800.00

**Name:** Winston Middle School

**Address:** 330 Thompson Ave., Winston, OR

Your approval confirms the details above and allows us to move into scheduling

## Deposit

50%

## Customer Comments / Notes

**Winston Middle School:**

**Date:**

Thank you again for the opportunity to serve you!

# TERMS & CONDITIONS

## FENCE PROJECT AGREEMENT

This Agreement is entered into between Roseburg Fence (“Contractor”), an Oregon licensed contractor, and the undersigned Customer for fence installation services at the Customer’s property.

### 1. PROJECT & AGREEMENT

This Agreement becomes binding when signed by both parties. Work will be performed according to the agreed scope. Any changes, additions, or deviations must be approved in writing and may result in additional charges.

### 2. DEPOSIT & PAYMENT

A fifty percent (50%) deposit is required to schedule work. The remaining balance is due immediately upon substantial completion, meaning the fence is usable for its intended purpose. Minor incomplete items or backordered materials do not delay payment and will be completed within a reasonable timeframe.

### 3. CANCELLATION & LIQUIDATED DAMAGES

If the Customer cancels this Agreement after expiration of the Oregon Right to Cancel period but prior to substantial completion, Roseburg Fence may retain, as liquidated damages, ten percent (10%) of the total contract price or the value of materials ordered or installed and labor, mobilization, scheduling, and administrative costs incurred to date, whichever is greater. Any such amounts may be deducted from the deposit. The Customer acknowledges that upon execution of this Agreement, Roseburg Fence incurs costs including, but not limited to, material procurement (which may be custom-ordered or non-returnable), labor allocation, project scheduling, mobilization of equipment and personnel, and administrative preparation. The parties further acknowledge that actual damages would be difficult to determine with reasonable certainty at the time of contracting and agree that the amounts described above represent a reasonable estimate of anticipated damages and are not a penalty.

### 4. PROPERTY LINES, LOCAL STANDARDS & PERMITTING ASSISTANCE

The Customer is responsible for confirming property lines, easements, HOA rules, and all applicable local zoning, setback, height, vision clearance, and land use requirements, unless otherwise agreed in writing. Roseburg Fence may provide permitting or code-related assistance at the Customer’s request; however, such assistance is provided as a convenience only and does not constitute a guarantee that the fence design, height, placement, or installation complies with all local requirements. Fence placement and construction are based on the locations and specifications approved by the Customer.

Roseburg Fence is not responsible for enforcement actions, fines, penalties, or required modifications or removal resulting from noncompliance with local regulations. The Customer agrees to indemnify, defend, and hold harmless Roseburg Fence from any claims or costs arising from property line determinations, HOA enforcement, permitting decisions, or local code compliance issues.

### 5. UTILITIES, SITE CONDITIONS & RETAINING WALLS

Roseburg Fence will request public utility marking through Oregon 811. Private utilities, including but not limited to sprinkler systems, irrigation, septic components, drainage, or private electrical lines, must be identified by the Customer. Roseburg Fence is not responsible for damage to undisclosed utilities or unforeseen conditions such as rock, roots, debris, soil movement, or ground conditions.

When fencing is installed on or adjacent to a retaining wall, Roseburg Fence does not warrant or assume responsibility for the structural integrity, design, drainage, movement, or long-term performance of the retaining wall. Any movement, failure, settling, or shifting of the wall or fence resulting from soil conditions, water, age, construction of the wall, or forces beyond Roseburg Fence’s control is not the responsibility of Roseburg Fence.

### 6. FENCES ARE NOT RETAINING STRUCTURES

Fences installed by Roseburg Fence are not designed or intended to function as retaining walls or soil-retaining structures. Roseburg Fence is not responsible for fence movement, leaning, failure, or damage caused by soil pressure, backfill, erosion, water accumulation, improper drainage, or any use of the fence to retain earth, debris, or landscaping materials. Any damage or failure resulting from the fence being used as a retaining structure is not covered by warranty and shall not be the responsibility of Roseburg Fence.

### 7. SCHEDULING & DELAYS

Project timelines are estimates only and may be affected by weather, inspections, material availability, site conditions, subcontractor scheduling, or other factors beyond Roseburg Fence’s control. Such delays do not constitute a breach of contract.

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_

## **8. MATERIALS & WORKMANSHIP**

Wood and lumber products are natural materials and will expand, shrink, crack, split, or weather over time. These characteristics are normal and are not considered defects. Roseburg Fence provides a five (5) year workmanship warranty. Manufacturer warranties apply to materials. Warranty coverage begins once payment is made in full and applies only to the original Customer. The sole remedy under this warranty is repair of defective workmanship.

## **9. STAINING SERVICES & LIMITED WARRANTY**

When staining services are included, Roseburg Fence warrants only that stain will be applied in a professional manner consistent with manufacturer guidelines. Wood is a natural material and stain appearance, color uniformity, absorption, fading, and longevity vary due to factors beyond Roseburg Fence's control, including wood characteristics, weather, sun exposure, moisture, and site conditions.

Roseburg Fence does not guarantee exact color matching or long-term color retention. Unless otherwise stated in writing, staining services carry a one (1) year workmanship warranty limited solely to application defects. Normal fading, weathering, uneven absorption, irrigation overspray, mildew, mold, moisture exposure, and maintenance or re-staining are not covered.

## **10. AUTOMATED GATES**

When automated gates are included, Roseburg Fence warrants only that installation is performed in a professional manner consistent with manufacturer guidelines. Manufacturer warranties apply to gate operators and components. Roseburg Fence is not responsible for equipment performance, ongoing operation, maintenance, repairs, electrical issues, or damage caused by power loss, weather, misuse, or third-party modifications. Additional service or repairs are not included unless expressly agreed in writing.

## **11. WARRANTY LIMITATIONS**

This warranty does not cover damage caused by weather events, wind, soil movement, erosion, water intrusion, tree roots, misuse, alterations by others, use of the fence as a retaining structure, or installations on retaining walls or structures not designed for long-term support. Except as expressly stated, no other warranties apply, including any implied warranties of merchantability or fitness for a particular purpose.

## **12. LIMITATION OF LIABILITY**

To the fullest extent permitted by Oregon law, Roseburg Fence's total liability arising out of this Agreement shall not exceed the total amount paid by the Customer. Roseburg Fence shall not be liable for indirect, incidental, special, or consequential damages.

## **13. LIEN RIGHTS NOTICE**

Oregon law allows contractors to file a construction lien against property for unpaid amounts. Roseburg Fence reserves all lien rights provided by Oregon law.

## **14. GOVERNING LAW & ATTORNEY FEES**

This Agreement shall be governed by the laws of the State of Oregon. Venue for any dispute shall lie exclusively in Douglas County, Oregon. The prevailing party in any dispute is entitled to reasonable attorney fees and costs.

## **15. ENTIRE AGREEMENT**

This document represents the entire agreement between the parties and supersedes all prior discussions or representations. Any modifications must be in writing and signed by both parties.

## **CUSTOMER ACKNOWLEDGMENT**

By signing this Agreement, Customer represents and acknowledges that they have full authority to authorize the work described herein; that they are responsible for confirming property lines and identifying all private utilities; that payment in full is due upon substantial completion of the project; that changes to scope may result in additional charges; that unforeseen underground conditions may require additional work; that fences are not retaining structures; that stain performance and gate equipment performance are limited as described above; that natural characteristics of materials such as wood are not defects; and that they have received notice of Roseburg Fence's rights under Oregon construction lien laws.

## **NOTICE OF RIGHT TO CANCEL (OREGON HOME SOLICITATION SALE)**

You have the right to cancel this transaction without penalty or obligation within three (3) business days from the date you sign this Agreement. To cancel, you must deliver or send written notice stating your intent to cancel before midnight of the third business day after signing. Send cancellation Notice To:

Roseburg Fence, Inc.

Email: rick@roseburgfence.com

Phone: 541-238-2550

If you cancel within this period, the Agreement will be void and any payments made will be refunded as required by Oregon law.

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_