

ZERBACH CONSTRUCTION, INC

License No. 184484
288 NE Ward Avenue
Roseburg, OR 97470
(541) 957-9307

PROPOSAL

Proposal No. 1
Sheet No. 1
Date: November, 17, 2024

Name: Winston-Dillard High School
ATTN: Shelby Baird
Job Address: 620 NW Elwood Dr.
City: Winston State: OR Zip Code: 97496
Phone: 541-671-6331

This Proposal is for the work as described below.

This price is to install a sidewalk across the front of the barn with a built in 12" strip drain. The strip drain will have a steel grate on top and be piped out to field with a 6" pipe.

Total \$ 14,516.05

All pricing of materials on Proposal are only being held for 5 days from supplier. We will have to reprice as we get closer to ordering some of the above items.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the Bid.

ALL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE INCORPORATED BY REFERENCE AND MADE A PART OF THIS CONTRACT. WARRANTIES: CONTRACTOR HEREBY WARRANTS ONLY TO CUSTOMER FOR A PERIOD OF ONE YEAR ITS WORKMANSHIP. CONTRACTOR DOES NOT WARRANT ANY MATERIALS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF MERCHANT ABILITY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

Acceptance of Proposal- Acceptance makes binding contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Customer acknowledges receipt of following forms attached to this proposal: Consumer Protection Notice, Notice of Procedure Information, and Notice to Owner about Construction Liens (if not attached, do not sign). All terms and conditions on the reverse side are incorporated by reference and made part of this contract.

Signature:	Printed Name:
Signature:	Printed Name:
Date:	Title:

Attach: Consumer Protection Notice, Notice of Procedure, and Notice to Owner about Construction Lien

The following terms and conditions apply:

1. Work & Materials: Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery necessary for the proper execution and completion of the Work. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work.

2. Customer's Obligations: In addition to payment of the Contract price, Customer shall have the following obligations:

- a. Customer is responsible for the adequacy of the plans and specifications for the Work.
- b. Customer shall furnish all necessary soil and subsurface reports, investigations and easements, and shall be responsible for identifying on the ground the boundaries of the premises, if so requested by Contractor.
- c. Customer shall promptly notify Contractor of any fault or defect in the construction plans or specifications, and shall promptly respond to notice of faults or defects in such plans given by Contractor.
- d. If any unanticipated site problems are found to exist on this property after this Contract is executed by the parties, the parties agree that it is the Customer's responsibility to pay any and all additional costs due to these unanticipated site costs.
- e. Customer shall furnish to Contractor upon request reasonable evidence satisfactory to Contractor that sufficient funds are available and committed for the entire cost of the Work. Unless reasonable evidence of such funds is provided, Contractor may suspend further work until such evidence is supplied.
- f. Except as required of Contractor, Customer shall secure and pay for all necessary approvals, easements, assessments and charges required for the Work and for occupancy of the finished construction.

3. Price for Work: The price for the work will be the amount stated above together with all changes. Changes will be permitted with written change order or oral change order. Contractor has the option to not make or permit any changes in the Work without the written order of Customer or Customer's agent. Customer shall be responsible for all costs attributable to such order, which costs shall be incorporated in the Contract Price.

a. In the event a change order is required and the associated cost is unknown or if a written change order is not made, the Customer and Contractor shall execute the change order and the additional cost will be the actual cost of the materials required and/or actual cost of a specialty subcontractor employee, plus the total number of man hours incurred in performing the additional work multiplied by \$55.00, plus a markup of fifteen percent (15%) on all extra charges

4. Payment Terms: The Price for Work shall be paid by the Customer in accordance with the Payment Terms stated above. Failure by Customer to make a payment within ten (10) days of a due date will allow Contractor to suspend performance of this contract until payment is made. If payment is not made in thirty (30) days, Contractor may terminate this agreement and be paid a pro-rata of the Price for Work stated above based on the percentage of the work done.

5. Required Oregon Disclosures:

a. The contractor is licensed by the Oregon Construction Contractor's Board. The following information about Contractor is shown on the records of the Oregon Construction Contractor's Board:

- 1) Contractor's name : Zerbach Construction Inc.
- 2) Contractor's CCB #: 184484
- 3) Contractor's address: 1224 NE Walnut Street, PMB 291, Roseburg, OR 97470
- 4) Contractor's phone number: (541) 957-9307

b. Summary of Required Construction Contractor Board (CCB) Consumer Notices

Oregon law requires construction contractors to give homeowners certain notices before and during a construction project. This summary explains what they mean. Is important to read and understand these forms.

- 1) Consumer Protection Notice - This information explains contractor licensing standards, bond and insurance requirements, steps consumer can take for successful construction project and what to do if problems occur.
- 2) Information Notice to Customer about Construction Liens - Contractors must give homeowners this notice any time the contract price is more than \$2,000. It is given at the time a written contract is signed or if a verbal contract within five working days. The notice explains the construction lien

law. It includes steps homeowners can take to protect their property from a construction lien

c. Notice of Procedure - The notice explains what a homeowner must do before beginning an arbitration or court action against a contractor for construction defects (*This procedure is separate from the Construction Contractors Board Dispute Resolution Process*).

3) Explanation of Property Owner's Rights

- a. Consumers have the right to receive the products and services agreed to in the contract
- b. Consumers have the right to resolve disputes through means outlined in the contract
- c. Consumers have the right to file a complaint with the CCB. Any arbitration or mediation clauses in the contract may prevent the CCB from processing.

4) Arbitration/Mediation Clause

a. An "arbitration or mediation clause" is a written portion of a contract designed to settle how the parties will solve disputes that may arise during, or after the construction project. Arbitration clauses are very important. They may limit a consumer's ability to have their dispute resolved by the Oregon court system or the Oregon Construction Contractors Board.

b. The following box should be checked by the contractor

- This contract contains an arbitration or mediation clause.
 This contract DOES NOT contain an arbitration or mediation clause.

c. The Oregon Construction Contractors Board urges consumers to read and understand the entire contract - including any arbitration clause before signing a construction contract. Consumers are not obligated to accept contract terms proposed by the contractor, including arbitration provisions. These may be negotiated to the satisfaction of both parties.

6. Miscellaneous

a. In any proceeding to enforce or interpret this Contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs, and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any

appeal or review. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

b. Customer shall notify Contractor of any and all claims for defective Work performed by Contractor, including but not limited to structural failures, settling, cracking, leaks, mechanical failures, and mold, in consequence or arising out of or resulting from any act or omission, or alleged act or omission, negligence, or otherwise, arising from the performances stated in this contract within one year from the date of completion of the Work. Any and all claims arising from this contract and made after the expiration of one year from the date of completion shall be barred from any action for recovery against Contractor.

c. Time is of the essence herein.

d. All balances due hereunder shall accrue interest at the rate of 18% per annum from the date the sum becomes due.

e. Any dispute or claim that arises out of or which relates to this agreement, or to the interpretation or breach thereof, or the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of and by filing a claim with Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. . This arbitration clause shall not preclude any party from filing a statutory construction lien or from commencing suit to foreclose such lien, but the foreclosures suit shall be stayed until the rendering of the arbitration award, which award shall be binding in such foreclosure suit as to all matters determined in arbitration, and the lien may then be foreclosed to the extent permitted by law.

f. Contractor hereby warrants only to Customer for a period of one year its workmanship. Contractor does not warrant any materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF MERCHANTABILITY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

g. Customer acknowledges Contractor has offered a warranty against defects in materials and workmanship to Customer.

h. Customer acknowledges receipt of the Maintenance Schedule provided by Contractor.

Visit our website @ www.zerbachconstruction.com