

CONSTRUCTION CONTRACT AGREEMENT

This Construction Contract Agreement (this "Agreement") is made as of the _____ day of _____ by and between _____, an _____ located at _____ ("Owner") and _____, an _____ located at _____ ("Contractor"). Owner and Contractor may each be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Contractor is a duly licensed general contractor in good standing, with contractor's license number _____; and

WHEREAS, Owner owns the property located at _____ (the "Property") and desires to have certain work performed by Contractor at the Property.

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

1. Description of Work. Contractor shall perform the work described in **Exhibit A** (the "Work"), in accordance with Owner's contract plans and specifications, attached as **Exhibit B**, this Agreement and any Change Order **Exhibit D**, as defined herein, (collectively, the "Contract Documents") at the Property.

2. Contract Price and Payments. Owner agrees to pay Contractor for the Work the total amount of \$_____ (the "Contract Price"). Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and/or modifications in the Work, and the other documents to which this Agreement is subject. Payment for the Work will be by cash, according to the following schedule:

- (a) \$ _____ deposit, due upon the execution of this Agreement.
- (b) \$ _____ due every week from the date of this Agreement.
- (c) \$ _____ due upon _____.
- (d) \$ _____ due upon _____.
- (e) \$ _____ balance due upon completion of the Work.

3. Certificate of Completion. Upon completion of the Work, Contractor shall notify Owner that the Work is ready for final inspection and acceptance. When Owner finds the Work acceptable and this Agreement fully performed, Contractor shall issue Owner a "Certificate of Completion" stating that the Work has been completed in accordance with the Contract Documents and the entire balance of the Contract Price is due and payable. Owner shall make the final payment within _____ days after receiving a Certificate of Completion. Owner by making final payment waives all claims except those rising out of: (a) any faulty Work appearing after completion; (b) any Work that does not comply with the Contract Documents; and (c) outstanding claims or liens. Contractor, by accepting final payment, waives all claims except those previously made in writing, and which remain unsettled at the time of acceptance.

4. Materials and Labor. Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials as described in **Exhibit C** necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of Owner.

5. Starting and Completion Dates. The Work under this Agreement shall begin on _____, and shall be completed by _____.

6. Instructions. Owner shall give all instructions to Contractor, and shall furnish all necessary surveys for the Work. Unless otherwise provided in the Contract Documents, Owner shall secure and pay for all necessary easements, assessments, or other approvals necessary for permanent structures or permanent changes in existing structures or facilities which are necessary to complete the Work.

7. Licenses and Permits. Contractor shall obtain all licenses and permits necessary for proper completion of the Work. Contractor is responsible for the cost of any necessary permits or licenses.

8. Laws and Regulations. Contractor shall perform the Work in a workmanlike manner. Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances, and any safety requirements of Owner (the "Applicable Laws") in the performance of the Work. Contractor shall promptly notify Owner upon discovery of any variance between the Applicable Laws and the Construction Documents.

9. Supervision of Construction. Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

10. Record Documents. Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to Owner upon completion of the Work.

11. Utilities. Contractor shall pay for all permanent electric, water, phone, cable, sewer, and gas service as needed to perform the Work. Contractor shall pay for the installation, connection and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

12. Hazardous Materials. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials brought to the Property by Contractor. Hazardous Materials shall include radioactive materials, asbestos, polychlorinated biphenyls, petroleum products, crude oil, flammable materials, chemicals or solvents known to cause cancer or reproductive toxicity, pollutants, contaminants and toxic substances which are restricted, prohibited or regulated by any agency of government in its manufacture, use, maintenance, storage, ownership or handling. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify Owner and may cease working until the material or substance has been rendered harmless. Owner shall defend, indemnify and hold harmless Contractor, any subcontractors, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from contact with the Hazardous Substance in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, *provided* such claim, damage, loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

13. Warranty. Contractor warrants that the Work shall be in accordance with the Contract Documents and free from material structural defects. Contractor shall redo or repair any Work not in accordance with the Contract Documents or any defects caused by faulty materials, equipment or workmanship for a period of _____ (_____) year(s) from the date of completion of the Work.

14. Condition of the Property. Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools,

appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by Owner.

15. Inspection. Owner shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

16. Right to Stop Work. If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, Owner shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.

17. Subcontracts. Contractor shall furnish to Owner a list of names of subcontractors proposed to perform principal portions of the Work. Contractor shall not employ any subcontractor to whom Owner reasonably objects. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

18. Work Changes. Owner reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by Owner and Contractor, which shall be incorporated by reference herein.

19. Other Contractors. Owner reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded, and shall give them access to the Property as necessary to perform their contracts.

20. Indemnification. Contractor agrees to defend, indemnify and hold harmless Owner and its agents and employees, from and against all claims, actions, liabilities, suits, demands, injuries, obligations, damages, losses, settlements, judgments, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of any negligent act or omission by Contractor, a subcontractor or anyone directly or indirectly employed by them in the performance of the Work resulting in bodily injury, illness or death, or for property damage, including loss of use, unless caused by the sole negligence or willful misconduct of Owner.

21. Contractor's Insurance. Contractor agrees to maintain at its own expense during the entire period of construction at the Property:

A. General Liability Insurance. Such general liability insurance as will protect Contractor from claims for property damage and bodily injury, with limits of liability not less than \$_____ [minimum amount of general liability insurance] for each occurrence.

B. Workers' Compensation Insurance. Such workers' compensation and employee insurance as required by law.

C. Automobile Liability Insurance. Such automobile liability insurance with limits of liability not less than \$

Contractor shall name Owner as an additional insured. Proof of such insurance shall be filed by Contractor with Owner within a reasonable time after execution of this Agreement.

22. Time of Essence. All times stated in this Agreement or in the Contract Documents are of the essence. Contractor agrees that such times are reasonable for performing and completing the Work.

23. Liquidated Damages. In the event the Work is not completed by the date set forth in Section 5 of this Agreement, plus any extensions thereof as allowed in this Agreement, Owner shall suffer damages uncertain in amount and difficult to measure

and prove accurately. Owner and Contractor agree that in lieu of actual damages, and not as a penalty, for delay in the performance of the Work, Contractor shall pay Owner the sum of \$ _____ for each calendar day completion of the Work is delayed. Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages. Owner shall have the right to deduct any liquidated damages from any amount due or that may become due to Contractor. Liquidated damages shall be the sole and exclusive remedy for Owner for delay in completion of the work past the agreed upon date.

24. Extension of Time. The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor's control or which justify the delay. Refer to **Exhibit D**.

25. Early Termination for Breach of Contract.

A. Contractor's Termination. Contractor may, on _____ days' written notice to Owner, terminate this Agreement before the completion of the Work when for a period of _____ days after a progress payment is due, through no fault of Contractor, Owner fails to make the payment. On such termination Contractor may recover from Owner payment for all Work completed and for any loss sustained by Contractor for materials, equipment, tools or machinery to the extent of actual loss thereon, plus loss of a reasonable profit.

B. Owner's Termination. Owner may, on ____ days' notice to Contractor, terminate this Agreement before the completion of the Work, and without prejudice to any other remedy Owner may have when Contractor defaults in the performance of any provision of this Agreement, or fails to carry out performance of the Work in accordance with the provisions of the Contract Documents.

26. Disputes. Any dispute arising from this Agreement shall be resolved in the courts of the State of _____.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

28. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

29. Notices. Any notice or communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

30. Assignment. No Party hereto shall have the right to assign its rights or delegate its duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

31. Binding Effect. This Agreement shall be binding and ensure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

32. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of laws provisions.

33. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

34. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

35. Amendments. This Agreement may not be amended or modified except by a written agreement signed by the all of the Parties.

36. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

37. Other.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Owner Full Name

Owner Representative Signature

Owner Representative Name and Title

Owner Signature

Owner Full Name

Contractor Full Name

Contractor Representative Signature

Contractor Representative Name and Title

Contractor Signature

Contractor Full Name

By Signing this contract client acknowledges having received all required notices.

Notices Available at <https://alliedsystemsnc.com/docs/CCBNotices/>

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of buyer's right to cancel for an explanation of the right to cancel.

NOTICE OF BUYER'S RIGHT TO CANCEL

(1)

(Date) You, the buyer, may cancel this agreement without any penalty, cancellation fee or other financial obligation by mailing or delivering a notice to the seller within THREE BUSINESS DAYS from the above date.

(2)

If you cancel:

(a)

Any property you traded in, any payments you made under the sales contract and any checks or notes you signed will be returned within 10 business days following receipt by the seller of your notice of cancellation. Any security interest that arises from the transaction will be canceled.

(b)

You may either make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under the sales contract or you may comply with the seller's instructions regarding the return shipment of the goods at the seller's expense and risk.

(c)

If you make the goods available to the seller at your residence and the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may keep or discard the goods without further obligation.

(d)

If you do not make the goods available to the seller, or if you agree to return the goods to the seller and you do not return the goods, you must perform all of your obligations under the sales contract.

(3)

To cancel this transaction, mail or deliver a signed and dated copy of this notice or other written expression of your intention to cancel, or send a telegram, to (name of seller) at (address of seller's place of business) not later than 12 midnight on (_____), the third business day after you signed the written agreement or offer to purchase.

I HEREBY CANCEL THIS TRANSACTION

Signature _____ Date _____

Exhibit B (Plans & Specifications)

Required Notices for Residential Construction Projects

Below is a summary of the three consumer notices that contractors working on residential construction projects must provide the property owner. **These are only required from the contractor that has a contract with the property owner.** These are not required from subcontractors.

	When is it given?	Proof of Delivery	Purpose of the notice	Consequences for not giving notice	Authority
Consumer Protection Notice	<p>On or before the date the contract is entered into when the contract exceeds \$2,000.</p> <p>Written contracts are required if the contract price is more than \$2,000. If the contract is less than \$2,000, but goes over, a written contract and notice must be given.</p>	<p>Contractors must maintain proof of delivery for two years after the contract was entered into.</p> <p>Proof shall include but is not limited to:</p> <ul style="list-style-type: none"> • Signed copy of notice; • Phrase in the contract, acknowledging receipt and initialed by the owner; or • Copies of the contract if notice is fully contained in the contract. 	<ul style="list-style-type: none"> • Explains contractor licensing standards; • Bond and insurance requirements; • Steps consumers can take for a successful construction project; and • What to do if problems occur. 	<p>Civil penalty of up to \$5,000 for several violations.</p>	<p>ORS 701.330 (2007) OAR 812-001-0200 OAR 812-012-0130 ORS 701.992(1)</p>
Notice of Procedure	<p>On or before the date the contract is entered into when the contract exceeds \$2,000.</p> <p>Written contracts are required if the contract price is more than \$2,000. If the contract is less than \$2,000, but goes over, a written contract and notice must be given.</p>	<p>Contractors must maintain proof of delivery for two years after the contract was entered into. Proof shall include but is not limited to:</p> <ul style="list-style-type: none"> • Signed copy of notice; • Phrase in the contract, acknowledging receipt and is initialed by the owner; or • Copies of the contract if notice is fully contained in the contract. 	<p>Explains what a homeowner must do before beginning an arbitration or court action against a contractor.</p>	<p>Civil penalty of up to \$5,000 for several violations.</p>	<p>ORS 701.330 (2007) OAR 812-001-0200 OAR 812-012-0130</p>
Information Notice to Owner about Construction Liens	<p>On or before the date the contract is entered into when the contract exceeds \$2,000.</p> <p>Written contracts are required if the contract price is more than \$2,000. If the contract is less than \$2,000, but goes over, a written contract and notice must be given.</p> <ul style="list-style-type: none"> • Mail or deliver no later than five working days after knowing the price exceeded \$2,000. • May deliver in person, by registered or certified mail, or first class with a certificate of mailing. 	<p>Contractors must maintain proof of delivery for two years after the contract was entered into. Proof shall include but is not limited to:</p> <ul style="list-style-type: none"> • Signed copy of notice; • Phrase in the contract, acknowledging receipt and is initialed by the owner; or • Copies of the contract if notice is fully contained in the contract. 	<ul style="list-style-type: none"> • Explains the construction lien law. • Includes steps homeowners can take to protect their property from a construction lien and "pay twice" situations. • Protect contractor's lien rights. 	<ul style="list-style-type: none"> • Civil penalty of up to \$5,000. • Contractor can lose lien rights. • License may be suspended. 	<p>ORS 701.992(1) ORS 87.093 OAR 812-001-0200 OAR 812-012-0130 ORS 701.992(1)</p>



Notice of Procedure

Regarding Residential Construction Arbitrations and Lawsuits

(ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

Before you start an arbitration or court action, you must do the following:

1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB#: _____

HOMEOWNER: _____

Print Contractor Name (as it appears on contract)

Print Homeowner Name (as it appears on contract)

Signature of Authorized Representative Date

Signature Date



Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

(over)

Steps That Consumers Can Take to Protect Themselves

- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1)),** which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy** that will protect you from construction lien claims.
- **Find out what precautions, if any, will be taken** by your contractor, lending institution, and architect to protect your project from construction liens.
- **Ask the contractor to get lien waivers or lien releases** from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is **required** for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services** provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property.
- **Should you have a dispute with your contractor,** you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: _____

CONTRACTOR: CCB#: _____

PROPERTY OWNER: _____

Print Name (as it appears on contract)

Print Name (as it appears on contract)

Signature

Date

Signature

Date



Consumer Protection Notice

Actions to help make your project successful

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

START OUT YOUR PROJECT RIGHT

1. **Make sure your contractor is properly licensed** before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.
 - **A license requires the contractor to maintain a surety bond and liability insurance** - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.
 - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
2. **What you should know about bids, contracts, and change orders:**
 - **Bids** - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
 - **Contracts and Change Orders** - *Always get it in writing*. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
 - **Contracts should be as detailed as possible** - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.
 - **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
3. **Additional contract information you should know:**
 - **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
 - **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.
 - **Warranty on new residential construction** - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.
4. **If you should have a problem with your contractor** - You can file a complaint with the CCB against a **licensed** contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

Visit the CCB website at for more information on having a successful project.
www.oregon.gov/ccb

CONTRACTOR: CCB#: _____

PROPERTY OWNER: _____

Signature

Date

Signature

Date