

( ) Discussion only

( X ) Action

FROM (DEPT/ DIVISION): Health Department

**SUBJECT:** Community Garden Fence Purchase Authorization

<p>Background:</p> <p>The Umatilla County Health Department is asking for approval to purchase labor and materials to construct a fence around the community garden location. Attached are three quotes from contractors to construct the fence at the community garden site.</p>	<p>Requested Action:</p> <p>Authorize the purchase of materials and labor for construction of a fence for the community garden in the amount of \$10,101.80.</p>
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ATTACHMENTS : Three Bid Sheet, Quote documentation

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

## Checkoffs:

( ) Dept. Head (copy)

To be notified of Meeting:

Analyah Cruz

( ) Human Resources (copy)

( ) Budget (copy)

( X ) Legal (copy)

Needed at Meeting:

# Analyah Cruz

( ) (Other - List:)

\*\*\*\*\*

Scheduled for meeting on: January 21, 2026

Action taken:

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Follow-up:

### Three-Bid Comparison Form for Purchase

#### Purchase Information

Item: Fencing

Location: 1020 25 SW St. Pendleton, Oregon

Description: Purchase of materials and labor for installation of fencing for Pendleton Community Garden.

#### Vendor Information

Details	Bidder 1	Bidder 2	Bidder 3
Company Name	Certified Fencing	Sully 6 Construction	Farm City Fencing
Contact Person	Daniel Paola	Shay Sully	David Talsma
Phone Number	509-241-8316	541-701-1936	541-303-3006
Email Address	daniel2certifiedfencing.com	Sully6constructionllc@gmail.com	davidtalsma@farmcityfence.com

#### Bid Details

Criteria	Bidder 1	Bidder 2	Bidder 3
Total Bid Amount	10900	10101.80	10100.75
Labor Costs Material Costs Equipment Costs Timeline (Start-End) Payment Schedule Warranty/Guarantees Insurance Coverage		Feb 2nd- 20th	
Additional Notes			

#### Evaluation

Lowest Bidder:	Farm City Fencing
Preferred Bidder:	Sully 6 Construction
Reason for Selection:	This company, which has a local presence in Pendleton, submitted its proposal on time and has maintained consistent communication. Crucially, its projected start and completion dates in February are fully compatible with our current project schedule.

#### Signature

Name:

Title:

Date:



**Sully 6 Construction LLC**  
**112 SE 9th Dr.**  
**Pendleton, OR 97801**  
**541-701-1936 541-701-1211**

**Customer Information:**

Name: Analyah Cruz (Public Health)	Phone Number: 541-278-6380	Date: 01/07/2026
Address: 1020 SW 25th St. Pendleton, Oregon 97801		

**Description: Black Chain Link Fence**

Install 70 ft x 70 ft x 97 ft x 69 ft black chain link fencing 6 ft tall with two 5ft gates double swinging, and one 4 ft gate. (For a garden perimeter.)

This includes labor, materials, and any disposal fees.

**Total required before the beginning of work. \$5,000**

**Total due at the end of project. \$5,101.80**

Oregon CCB # 254278

□

81252 N Highway 395  
Hermiston, OR 97838  
(541) 567-6854

Estimate/Agreement

Date	Number
01/15/2026	3115

Salesman: David (Bones) TalsmaPhone:

Bill / Ship To:

City of Pendleton  
1020 SW 25th  
Pendleton, OR 97801  
541-278-6380  
analyah.cruz@umatillacounty.gov

PO:

Service	Quantity	Rate	Total
Commercial Installation	2.00	\$1,900.00	\$3,800.00
Services Total			\$3,800.00
Additional Line Items	Quantity	Rate	Total
10' Black Double Drive Gate	1.00	\$1,000.00	\$1,000.00
4' Black Man Gate	1.00	\$475.00	\$475.00
6' Black Complete Line Chain link	335.00	\$11.00	\$3,685.00
Black Corner Posts	5.00	\$71.00	\$355.00
Black Gate Posts	4.00	\$53.00	\$212.00
Concrete	85.00	\$6.75	\$573.75
Additional Total			\$6,300.75



Subtotal	\$10,100.75
Shipping/Handling	\$0.00
Total	\$10,100.75
Total Deposit	-\$0.00
Total Due	\$10,100.75

Signed

Dated

Signed

Dated

## Estimate/Agreement

Date	Number
01/15/2026	3115

### Terms & Conditions

#### Warranty

We guarantee our workmanship and materials for one year from the installation date.

If your project includes vinyl, aluminum, or some other manufactured product-these materials are often covered by a manufacturer's extended warranty.

#### What It Covers

Our warranty covers movement or settling within the first year. During the installation we take every measure to ensure posts are at the proper depth and the soil is properly compacted. It is not uncommon with a recently installed fence that the disturbed soil around new fence posts can settle, especially after the first winter and especially in wet areas or primarily clay soil conditions. If this happens, we will come back out and straighten and adjust the fence.

We guarantee the proper function of gates and gate hardware, with proper use, within the first 2 years. This includes sagging of gates, defects in the hardware and proper hardware function. We also guarantee our materials will be free of defects.

#### What Is Not Covered

It is important to remember that a fence is an outdoor structure, in Oregon-which can have a harsh environment. Our materials will change with exposure to the elements, this includes aging (or weathering), discoloration or fading and dimensional changes (shrinkage or swelling). For our wood fences we use primarily western red cedar which will develop cracks or "checking" as the material dries. Checking does not impact the strength or longevity of a fence, and typically once a check develops it will not continue to grow. Wood materials will also shrink and swell due to the moisture and extreme temperature differences. A fence is quite different from finish carpentry that is inside your home.

Other items that are excluded in our warranty include damage to the fence that is caused by vandalism, vehicle damage, climbing, wind, storm, tree damage, inanimate objects or wildlife hitting the fence, or swinging on gates or other misuse of gates or gate hardware. Gates that are left open can slam shut causing latches to break or bend and hinges to come out of alignment. Gate hardware is meant to work properly under controlled conditions, this does not include forceful opening or shutting by an individual.

If you have any questions regarding your fence or fence installation, please do not hesitate to call us at (541) 567-6854 and we will be happy to help.

Owner/President

### Terms & Conditions Questions and Answers

Signed \_\_\_\_\_

Dated \_\_\_\_\_

## Estimate/Agreement

Date	Number
01/15/2026	3115

### Terms & Conditions

#### Exclusions from scope of work

Water must be supplied on site

#### EXCLUSIONS FROM SCOPE OF WORK

Cement curbs under gates or fence lines

Temp fence around site

Project delays from other trades

project delays from GC

surveying of site

Private locates

Pricing after 30 days

Accelerated work schedule

Anything not listed on this bid

Additional MOB

Sales tax/ out of state tax

Asphalt replacement unless noted in our bid

Grading of fence lines/ unless indicated in our bid

Warranty for more than a year after our final invoice

Prevailing wage rates/ unless indicated in our bid

All electrical/ Unless indicated in out bid

Grounding of fence/ Needs an electrician

Rock or other hard objects

Liquidated damages

Water removal from work area

Large rock or any other solid buried object in the ground (Undiggable)

Sprinklers or sprinkler pipe repair or replacement

Modifications to utilities of structure

Signed

Dated



Signature \_\_\_\_\_

**Terms & Conditions Questions and Answers**

Signed

Dated

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**Estimate/Agreement**

Date	Number
01/15/2026	3115

**Terms & Conditions**

**Payment Terms.** A half down deposit must be paid before work can be put on the Schedule. The rest of the payment will be made when the work is completed

**Terms & Conditions Questions and Answers**

Signed

Dated

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This quote was prepared for:

**Amy Jermain**

**+15034223765 | amyjermain@gmail.com**

Evaluated on:

Thursday, December 04, 2025

Estimator:

Daniel Paola

(509) 241-8316 | Daniel@certifiedfencing.com

**Certified Fencing**

**2320 SE Kelli Blvd**

**Hermiston, OR 97838**

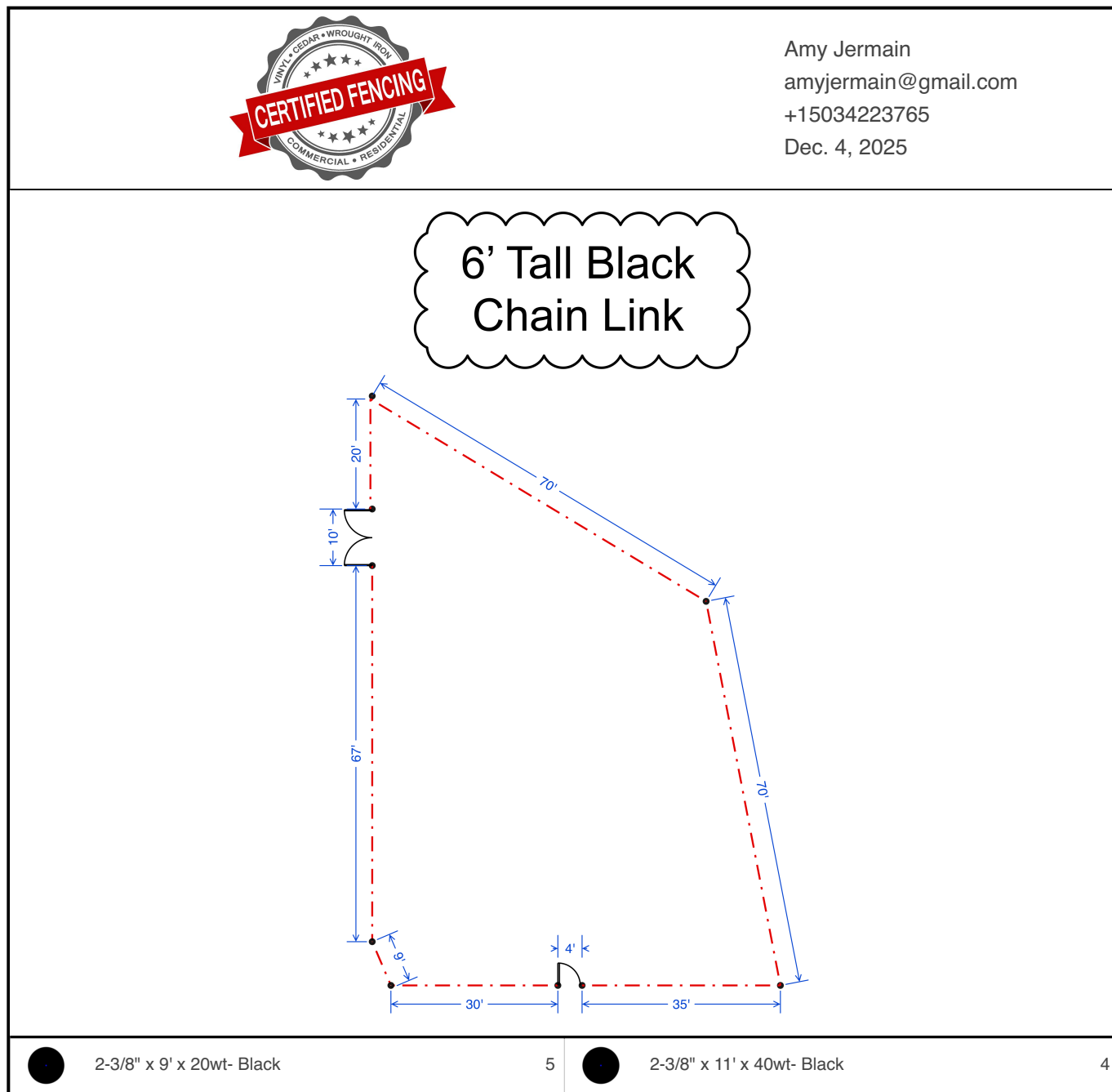
**Office: 509-980-2862**

**Oregon Contractor's License Number: 245692**

**[www.certifiedfencing.com](http://www.certifiedfencing.com)**



## Detail Plan



## Product List

Description		
80# high strength concrete (bagged)		
swing gate welding charge		
2-3/8" Tension Band Black- Standard		
2-3/8" Brace Band Black- Standard		
3/16" x 3/4" x 70" tension bar- Black		
5/16" x 1-1/4" Black Carriage Bolt W/ Nut		
2-3/8" Dome Cap- Pressed Steel- Black		
6' x 50' x 9ga Finish KK- Black		
1-7/8" to 1-3/8" Eye Top Black- Pressed Steel		
7.5" Aluminum hooked Ties- Black		
8ga. Smooth Tension wire- Black (50# Roll)		
Hog Rings- Black (Per Pound- Approx. 182)		
2-3/8" male hinge & 1-5/8" female hinge- Black (Each)		
1-5/8" x 7' Commercial Drop rod W/ Guides- Black		
1-5/8" to 2-3/8" Fork Latch- Black		
1-5/8" Rail end (One Hole) Black - Pressed Steel		
2-3/8" x 9' x 20wt- Black		
2-3/8" x 11' x 40wt- Black		
1-7/8" x 9' x 16ga- Black		
1-5/8" x 21' x 16ga SW- Black		
1-5/8" Dome Cap Black- Pressed Steel		
1-5/8" Tension Band Black- Standard		
Subtotal		\$14,606.40
Discount		-\$3,706.40
Total		<b>\$10,900.00</b>

## Payment

Deposit	\$5,450.00
Balance	\$5,450.00
Payment Terms:	
Payment Upon Completion	

Payment method

Check

Customer Signature

Date

# GENERAL SALES TERMS & CONDITIONS

## CERTIFIED FENCING

### 1. Applicability

These General Sales Terms and Conditions (“Terms”) govern all sales of goods and services by Certified Fencing (“Company”) to the undersigned customer (“Customer”). Together with the proposal document (collectively, the “Agreement”), these Terms represent the entire understanding between the parties and supersede all prior agreements, communications, and representations, whether oral or written.

### 2. Contract Acceptance

By signing below, Customer accepts the Agreement and authorizes Certified Fencing to carry out the work described therein. Additional charges may apply for unanticipated site conditions (e.g., rocky soil, slope, location of underground utilities). Customer affirms authority to approve the Agreement for the property where work will be completed.

### 3. Customer Responsibilities:

- **Site Preparation:** The Customer must clearly identify property lines and ensure that the intended fence line is free of obstructions, including structures, landscaping, concrete, or sprinkler systems. Certified Fencing is not responsible for relocation or damage caused by improperly identified boundaries or buried utilities, including sprinkler systems.
- **Private Utilities:** Certified Fencing adheres strictly to 811 notification procedures prior to initiating any digging activities. However, it is important to note that the 811 service only locates public utility lines and those belonging to companies that participate in the 811 call center system. Some properties may also contain private utility lines that are not covered by the 811 service. In these cases, a private locating company must be hired to identify and mark the locations of these lines to prevent accidental damage during excavation.

Examples of private utilities that may require a separate locating service include, but are not limited to:

- Irrigation systems
- Propane lines
- Septic system components
- Private water lines
- Electrical wiring for outbuildings

To ensure a safe and compliant project, Certified Fencing recommends that property owners assess the potential for such private utilities and coordinate any necessary private locates before work begins.

## 4. Project Terms

- **Deposits:** A 50% deposit is required before scheduling; balance is due upon project completion.
- **Offer Validity:** All estimates are valid for 30 days and may be withdrawn at any time prior to acceptance.
- **Access & Permits:** Permits, HOA approvals, and other authorizations are the responsibility of the customer
- **Exclusions:** Unless expressly included in the project scope, the price excludes paints, stains, clearing and removal of spoils. Demo price does not include removal of existing footings, unless otherwise noted.



## **5. Payment & Collection**

Failure to pay the full balance upon completion will result in immediate payment due in full. All outstanding balances unpaid after 5 days from completion will incur a 10% late fee. Every 30 days, the balance will be subject to 2.5% (34.49% per annum) compounding interest (34.49% per annum). If collection efforts are required, Customer agrees to cover all collection costs, including attorney fees, court costs, and lien fees. Venue for disputes will be Ada County, Idaho, or the jurisdiction in which the project took place.

## **6. Changes to Scope**

Changes to materials, design, or scope may result in additional material and labor charges.

## **7. Cancellations**

A minimum of 20% restock fee may apply to projects canceled prior to the commencement of the project. Please note that all special orders are non-refundable once they have been placed.

## **8. Rights & Remedies**

All remedies available to Certified Fencing under this Agreement and applicable law are cumulative. Customer may not withhold payment for any reason. Obligations under this Agreement apply to all property owners, including spouses or co-owners.

## **9. Lien Rights**

Certified Fencing reserves the right to file a lien on the property for unpaid balances. If the Customer is not the property owner, they must secure written permission from the owner. Failure to do so does not invalidate Certified Fencing's lien rights.

## **10. Amendments & Entire Agreement**

No term may be altered unless agreed to in writing by both parties. Delays in enforcement do not waive any rights. This Agreement is the complete and binding contract between the parties and overrides any conflicting terms on estimates or other documents.

## **11. Limited Warranty**

Certified Fencing warrants its workmanship for one year from the project's completion, provided the product is used and maintained according to recommendations. No warranty is provided on materials unless transferred from the manufacturer. Wood fencing materials are excluded from warranty. Certified Fencing is not liable for any incidental or consequential damages including those arising from soil movement, post settling, or unlatched gates.

## **12. Subcontractors**

Certified Fencing utilizes both in-house crews and subcontractors to complete fence installations. All subcontractors are carefully vetted by Certified Fencing to ensure they are properly licensed, carry appropriate insurance, and have the necessary experience to meet our standards. These subcontractors operate under the direction of Certified Fencing throughout the installation process. Should any issues arise during or after installation, Certified Fencing takes full responsibility to ensure all concerns are promptly addressed and resolved to completion.

## **13. Assignment & Successors**

This Agreement is binding on the successors, heirs, and assigns of both parties.

## **14. Severability**

If any term, covenant, condition or agreement with this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term covenant, condition or agreement of this Agreement shall be valid and shall be enforced to the extent permitted by law.

## 15. Authority

By signing, the Customer affirms full authority to enter this Agreement on behalf of all property owners.

## 16. Electronic Transactions

Customer consents to conducting business electronically in accordance with federal and state laws governing electronic signatures and contracts.

## 17. Disputes

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The arbitration shall be governed by the laws of the State of Oregon Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

### EXPLANATION OF HOMEOWNER RIGHTS:

1. Consumers have the right to receive the products and services agreed to in the contract.
2. Consumers a right to resolve disputes through the means outlined in the contract.
3. Consumers have the right to file a complaint with the CCB. Any arbitration or mediation clauses in the contract may need to be complied with during the resolution of the CCB complaint.

This contract contains a mediation and/or arbitration clause.

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.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Post Installation Method Disclosure

The Certified Fencing reserves the right to install fence posts using **post-driving methods** in lieu of setting them in concrete. This decision is based on factors such as soil conditions, fence style, and installation efficiency, and will be made at the contractor's discretion to ensure optimal performance and structural integrity of the fence.

While the materials list may include concrete, this is a **standard inclusion for estimating purposes** and does not guarantee its use in every application. The use of driven posts instead of concrete-set posts does **not constitute a change in scope or cost** of the project. No price adjustment will be made solely based on the chosen method of post installation.

By signing below, the homeowner acknowledges and accepts that either installation method may be used as determined appropriate by Certified Fencing.

Customer 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](http://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.

Date

12-04-2025

Site Address

Property Owner:

Amy Jermain

**Certified Fencing CCB#245692**

Daniel Paola

[\(509\) 241-8316](tel:(509)241-8316)

[www.certifiedfencing.com](http://www.certifiedfencing.com)

2320 SE Kelli Blvd

Hermiston 97838

Customer Signature

Date



## 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.

**Date**

12-04-2025

**Site Address**

**Homeowner:**

Amy Jermain

**Certified Fencing CCB#245692**

Daniel Paola

[\(509\) 241-8316](tel:(509)241-8316)

[www.certifiedfencing.com](http://www.certifiedfencing.com)

2320 SE Kelli Blvd

Hermiston 97838

\_\_\_\_\_  
Customer 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](http://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](http://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](http://www.oregon.gov/ccb)

### Property Owner:

Amy Jermain

### Certified Fencing CCB#245692

Daniel Paola

(509) 241-8316

[www.certifiedfencing.com](http://www.certifiedfencing.com)

2320 SE Kelli Blvd

Hermiston 97838

Customer Signature

Date