



2780 19th Street S.E.
Salem, Oregon 97302
CCB# 41097

Salem (503) 399-1934
FAX (503) 399-8931
Toll Free (800) 336-2307

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McMinnville (503) 434-1101
Wilsonville (503) 582-8264
www.outdoorfence.com



8/22/2016 Job ID: 1614890

Customer Name: City of Newport Police Department
Job Name: City of Newport Police Department
Mailing Address: PO Box 2260 Newport, OR 97365
Job Address: City Hall, 169 S. Coast Hwy. - Newport

Contact: Brent Gainer
Phone: (541) 574-0606
Alt Phone:
Cell:
Fax:
E-mail: b.gainer@newportpolice.net; j.mallo

Chain Link Fence Specifications

Fabric: 9 Ga Galvanized
Slats: None
Top Rail: 1 5/8" Sch-20
Extra Brace: None
Fence Height: 6 Foot
End & Corner Posts: 2 3/8" Sch-20
Bottom Tension Wire: 10 Ga. Smooth
Footing: 30" Mixed Concrete
Fabric Color: Galvanized
Intermediate Posts: 1 7/8" Sch-20
Barb Wire: None

Gate Specifications

Gate No: 1 Quantity: 1
Type: Single Swing
Gate Height: 6 foot +/-
Frame: 1 5/8" Square Frame
Gate Opening: 4 foot +/-
Gate Post: 3" Square
Quantity: 1
Type: Single Swing
Gate Height: 6 foot +/-
Frame: 1 5/8" Square Frame
Gate Opening: 6 foot +/-
Gate Post: 3" Square
Quantity: 1
Type: Double Swing
Gate Height: 6 foot +/-
Frame: 1 5/8" Square Frame
Gate Opening: 7 foot +/-
Gate Post: 2 7/8" Sch-40
Quantity: 1
Type: Single Cantilever
Gate Height: 6 foot +/-
Frame: 2 3/8" Square Frame
Gate Opening: 21 foot +/-
Gate Post: 4" Sch-40

Special Conditions

Fence Line: Ground Line
Shrubbery Trimming: Customer
Trash Removal: Not Required
Finish: Outside Only
Utility Locate: Outdoor Fence Co.
Selvage: Barb Up
Dirt Disposal: On-site

Job Information

Quoted price is to install 428' of 6' high galvanized chain link fence with two walk gates with mechanical compination lock sets and one 7' wide double drive gate with standard paddel lock latch assembly plus one 21' cantilever rolling gate with gate operator system.

Gate operator system will be a Door King 9024 slide gate operator with build battery back up with with 20 vehicle transmitters and one Door King 1515 digital key pad mounted on a off set pedastal post on the outside of the gate to gain access to the parking lot. Also included are three driveway loops installed in to the surface of the asphalt. One on each side of the gate to act as safety to keep gate from closing on a vehicle when in its path and one on the side to act as exit to open the gate when a vehicle passes over when exiting. Added safety features will be photo eye across the opening and safety edges on both ends of the gate and a Door King 1400 fire box for fire department access. Customer to provide 120 volt power to gate location and conduit placement for accessories

Alt # 1 add to quoted price to install all black in color materials instead of galvanized

Quoted Price \$ 24,834.00 Alt#1 \$ 2,200.00 Alt#2 Effective for 20 Days
 Cash on Completion Net 10 Days Other \$ 27,034.00

CONTRACT CONDITIONS

- 1. Property lines and/or fence lines are the exclusive responsibility of the property owner/customer.
- 2. Liability of damage to underground obstructions such as public or private utilities are the sole responsibility of the owner/customer.
- 3. All permits, variances or deviations from state, county, or city ordinances are the responsibility of the owner/customer.
- 4. Concealed conditions such as rocks, boulders, established root systems and construction debris may necessitate additional labor or material charges to facilitate completion of this contract. OUTDOOR FENCE CO. INC. reserves the right to submit reasonable billing for costs incurred.
- 5. Any alteration or deviation from the specifications set herein will only be executed upon written order. Amendments to this contract may affect the quoted prices.
- 6. All materials and labor to be provided in a workmanlike manner.
- 7. All time agreements are contingent upon weather, accidents, strikes, supply fulfillment, etc., beyond the control of OUTDOOR FENCE CO. INC.
- 8. Should it become necessary to enforce the conditions of this contract by recourse to collection or litigation, the undersigned agrees to pay all collection agency fees, court costs, and legal fees incurred to collect delinquent balances.
- 9. All accounts are due and PAYABLE ON THE DATE OF COMPLETION. A finance charge of 1 1/2% per month, which is an annual percentage rate of 18% will be charged on all past due accounts.
- 10. Approved financing will waive required deposit.

Oregon law may change from time to time, please check website www.oregon.gov/ccb for current law regarding construction contracts. BY SIGNING THIS CONTRACT I AGREE TO THE TERMS AND CONDITIONS STATED WITHIN AND HAVE READ THE REVERSE SIDE (ORS CHAPTER 87 AND 701), AND HEREBY ACKNOWLEDGE RECEIPT OF AN EXECUTED COPY HEREOF.

Bid by: *[Signature]* Kevin Sullivan Signature: *[Signature]* Date: 09-08-16
for Outdoor Fence Co.

SIGN & RETURN TO OFFICE



OUTDOOR FENCE CO. 2780 19th Street SE ■ Salem, OR 97302 ■ Salem (503) 399-1934
Toll Free (800) 336-2307 ■ Fax (503) 399-8931 ■ www.outdoorfence.com

JOB NAME

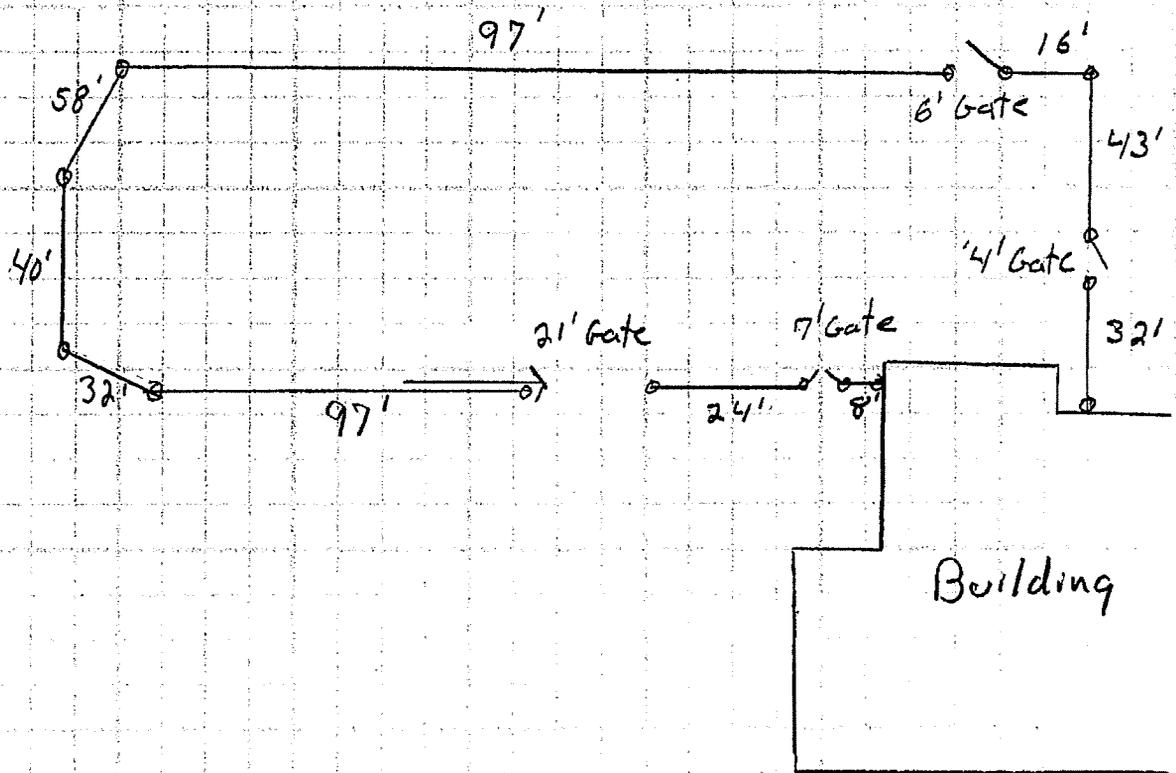
PHONE NUMBER

CUSTOMER

EMAIL

ADDRESS

OTHER



CONTRACT CONDITIONS

1. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Please see the attached Notice of Buyer's Right to Cancel (ORS 83.730) for an explanation of your legal rights.
2. Consumer Protection Notice (ORS 701.330(1)) is attached, and **requires your signature.**
3. Notice of Procedure (ORS 701.330) is attached and **requires your signature.**
4. Information Notice to Owner About Construction Liens (ORS 87.093) is attached.
5. CCB Recommended Contract Addendum to Satisfy Contract Terms Requirement (OAR 812-012-0110) is attached and **requires your signature.**

(Refer to our website www.outdoorfence.com for additional information and updates)

READ CAREFULLY. THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE PROPOSAL ON THE REVERSE SIDE OF THIS PAGE, IF ACCEPTED, THIS PROPOSAL BECOMES A LEGALLY BINDING CONTRACT UNDER THESE TERMS. By requesting Outdoor Fence Co. to do the work described herein, or by allowing Outdoor Fence Co. to commence such work, you agree to these provisions whether or not you have signed the acceptance on the reverse. This document is our entire agreement. Outdoor Fence Co.'s acceptance of any written documents from you and pertaining to the work herein shall be deemed only to constitute a specification of the work, and will not result in the change of any term or provision herein or constitute additional terms of this agreement unless expressly agreed upon in writing, and signed by both parties.

1. Outdoor Fence Co. agrees to provide all labor and materials for the work described on the reverse hereof as specified. Locating property lines and/or fence lines is your responsibility. Preventing damage to such underground obstructions as public or private utilities or sprinkler systems is your responsibility. You are responsible for all public permits and variances, as well as meeting the requirements of design committees, complying with conditions, covenants and restrictions of record, and obtaining any other such approvals not relating to construction methods or building code compliance.
2. Outdoor Fence Co. shall commence and complete work within a reasonable time after this proposal is accepted. Extensions shall be granted for delays not caused by Outdoor Fence Co., which shall not be held accountable in damages or otherwise for breach of any term of this agreement due to circumstances beyond Outdoor Fence Co.'s control.
3. You will be assessed a late charge of one and one-half percent per month, from date due, on any balance remaining unpaid over 10 days.
4. Outdoor Fence Co. shall be entitled to terminate all work activities on this or any other work being done for you should any amount remain due and unpaid for more than 10 days after presentation of any billing statement.
5. You acknowledge that changes in the scope of the work should be reduced to writing before the additional work is begun, but also a knowledge that the realities of construction often preclude drafting written change orders in advance of doing the work ordered. Therefore, you agree that for each separate change Outdoor Fence Co. may, in Outdoor Fence Co.'s sole discretion, choose either (1) not to undertake additional work beyond the original scope of the work described herein without a written change order signed by you; or (2) not require strict adherence to prior written change order procedures.
6. You shall pay any and all additional charges occasioned by changes requested or accepted by you without a written change order, required as a result of undiscovered conditions, or required by regulatory authority following the execution of this contract. You agree that actual changes in the work are prima facie evidence of your request for, acceptance of, and/or acquiescence in the changes and the price therefor. Outdoor Fence Co. shall not be deemed to have waived the right to payment thereto by performing such work without a written change order, and may stop work if you fail to ratify in writing or pay for changes you requested or accepted.
7. Outdoor Fence Co. hereby assigns to you all warranties for manufactured items used as materials herein. Where the quantity or quality of any particular method or component of construction is not specified herein, you agree that such quantities and qualities are reflected in the contract price herein based upon no greater than applicable building code requirements.
8. The price set out on the reverse hereof is based upon all conditions of the land and improvement as they appeared to the eye at the time of the making of this agreement. Subsequently discovered conditions which may increase the price hereof, such as rocks, boulders, established root systems and construction debris, are your risk and responsibility. You are responsible for damage to existing setting conditions such as concrete, rock or decking.
9. You shall provide Outdoor Fence Co. with all necessary access to the premises, and shall not interfere with Outdoor Fence Co.'s work activities thereon.
10. You shall hold Outdoor Fence Co. harmless and indemnify Outdoor Fence Co. against loss by fire and other casualty to the land and improvement, and to Outdoor Fence Co.'s tools and materials located at the work site, during the entire course of work.
11. Any dispute between you and Outdoor Fence Co. shall first be mediated before the parties may enter any other dispute resolution process. The parties agree that arbitration shall be the exclusive method of adjudicating disputes not resolved by mediation. The prevailing party in any collection or dispute arising out of, or in any way relating to this agreement or the work herein shall receive the additional award of actual expenses incurred in the resolution of such dispute, including but not limited to attorney fees, expert witness fees, deposition expense, and any other expense incurred in administrative, judicial and nonjudicial proceedings. Proof and award of such expenses shall be proved by receipt. You and Outdoor Fence Co. agree that this term is severable, and shall survive any final award not providing all prevailing party expenses, rescission or novation.
12. Outdoor Fence Co. retains the right to deliver notices under ORS Chapter 87. Outdoor Fence Co. retains all rights to all remedies arising hereunder, without waiver of or election against such other remedies by exercising Outdoor Fence Co.'s rights under ORS Chapter 87. By acceptance of this proposal, private homeowners acknowledge and agree that all notices which Outdoor Fence Co. is required by law to deliver to Owner are hereby delivered to Owner solely for the purpose of complying with the regulatory requirements therein, and that such notices are not conditions or terms of this agreement, nor shall delivery of such notices incorporate them into this agreement or modify this agreement. By signing below, Owner acknowledges receipt of a "Consumer Protection Notice" as required by ORS 701.330(1), a "Notice of Procedure" as required by ORS 701.330(2), an "Information Notice to Owner" as required by ORS 87.093, and a "CCB Recommended Contract Addendum to Satisfy Contract Terms Requirement" notice as required by OAR 812-012-0110. If this contract is made at a place other than Outdoor Fence Co.'s place of business, Owner acknowledges receipt of duplicate copies of "Notice of Buyer's Right to Cancel" as required by ORS 83.730. General contractors represent that they have requested Outdoor Fence Co. to furnish materials and labor herein as an owner or as an owner's authorized agent to make this contract and as agent for service of notices pursuant to ORS Chapter 87.



Answers to Common Questions

I like the quote. How do I get started?

After choosing Outdoor Fence to install your fence, you will need to sign and return the white copy of the contract, as well as the lien documents (if applicable) to our office. You can mail, email, or fax these documents. If your contract requires a deposit, you may mail a check or pay with a credit card by phone. After we receive these, your job will go to our Scheduling Department and we will call you once the job has been placed on the job schedule. Please keep the signed yellow copy of the contract for your records.

How long will it take to get my project finished?

Depending upon the size of your project and the nature of the jobs already in progress, it may take several weeks -- based on the volume of work in progress -- before we can begin your project. Some projects take time to order the materials, and others (i.e.; ornamental iron) take time to construct the item. Typically, for our fence projects, we come out on day 1 and set posts; we have a 7 - 10 day gap to allow the concrete post footings to cure. Then we will return and finish installing the fence and gates.

When will Outdoor Fence let me know my fence is ready to install?

Approximately a week before we begin your project, one of our representatives will contact you or leave a message at the phone number you have provided. On occasion, the date we have scheduled to begin may be affected due to circumstances beyond our control (see terms and conditions of contract). We will do our best to keep you informed of any changes or conflicts.

Do I need to be there while the crew is working?

In most cases, it is not necessary for you to be present. The estimator will instruct the field crew based on his conversations with you. If you have special concerns or just feel more comfortable being onsite at the time the work is being done, please feel free to stay.

What if I want to change something?

If you want to change something on the project, please contact your estimator immediately so we can adjust the materials accordingly. It is much easier to make changes to your project before we start than if we're already in the middle of it.

If you want to make a change while the crew is setting posts, please indicate the area of the change to the crew and contact your estimator right away.

**If you have any other questions or concerns, please contact us at:
1-800-336-2307**