

## Construction Agreement For Residential Construction Work

This is a contract detailed addendum for construction work to be performed by **Pro Tech Solutions, LLC (PTS)** for (CLIENT).

### Information

1. PTS is a company licensed by the Construction Contractors Board under license number 196154.
2. PTS is located at 7849 SW Cirrus Ave 24D; Beaverton OR 97008. PTS' phone is (503) 747-4872.
3. General information: [info@protechpdx.com](mailto:info@protechpdx.com)

### Scope of Work

1. DESCRIPTION. The PROPOSAL is valid for 60 days after receipt by the CLIENT.
2. INSTALLATION. Pro Tech Solutions will provide the equipment and installation services described in the PROPOSAL. Adequate notice prior to the start of each phase of the installation is required to meet target finish dates.
3. CHANGE ORDERS. Any requested changes or deviations from the PROPOSAL will be considered a "change order". Prices will be adjusted in accordance with the changes. PTS reserves the right to substitute any piece of equipment in this proposal in case of unavailability or discontinuation for an equal or greater value model. PTS is not responsible for a product's discontinuation or unavailability.
4. LABOR RATES AND BILLING.
  - a. Labor rates are estimated unless otherwise specified. PTS will make good faith efforts to meet or exceed expectations of installation timelines.
  - b. In case of actual labor time being different from estimated time, PTS may charge up to an additional 20% of full project total.
  - c. Labor rates are to be figured at an hourly or agreed rate. Details of labor rates are included in and part of the PROPOSAL.
5. UNFORSEEN TRIPS. *Pro Tech Solutions will make up to three return visits for changes, alterations, or customizations not detailed in this proposal or in a Change Order for free.* This includes manufacture warranty issues and problems. Return visits beyond these three may incur additional labor charges.
6. DRYWALL, PAINTING, CARPET. Pro Tech Solutions is not responsible for repairing, re-patching, or repainting drywall. Pro Tech Solutions may offer these services at their discretion either at no charge or an agreed price. The client will be consulted where possible prior to any damage or alteration to the drywall, paint, or other structural elements.
7. COMPLETION. Pro Tech Solutions agrees to perform all installation services outlined in this proposal in a timely and professional manner according to and typically exceeding industry standards. Any "prewire" will be considered finished upon satisfactory passing of electrical inspection if applicable.

### Payment Terms

CLIENT shall pay for the work on the schedule detailed in contracted proposal. Failure to meet timely payment schedule may delay project. Late payments may result in additional fees not to exceed 3% at PTS' sole discretion.

### Warranty

Any part of the system, including the wiring installed under the Agreement which proves to be defective in material or workmanship within the defined warranty period listed below, if not defined the warranty period will be one (1) year from the date of completion of installation, will be repaired or replaced by Pro Tech Solutions with a new functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for the determined warranty period.

1. In the event Client calls Pro Tech Solutions for service under the warranty, and upon inspection by Guardian's representative, it is found that the repair is not a normal "wear and tear" repair, a charge may be made for the service

call of a Pro Tech Solutions representative, at Pro Tech Solutions' discretion, whether or not the representative actually works on the system. Should it actually be necessary to make repairs to the system due to one or the "Conditions" not covered by warranty, a charge may be made for such work at Pro Tech Solutions' then applicable rates for labor and material. Service will be furnished by Pro Tech Solutions during Pro Tech Solutions's normal working hours of 9:00am - 5:00pm Monday through Friday, except holidays. To obtain warranty service, Client should contact Pro Tech Solutions at the address listed on the first page of this Agreement. This warranty gives Client specific legal rights, Client may also have other rights which may vary from state to state.

2. Conditions not covered by Warranty:
  - a. Damage resulting from accidents, negligence, Acts Of God, alteration, modification, misuse, tampering, or abuse.
  - b. Failure of Client to properly follow operating instructions provided by Pro Tech Solutions at time of installation or at a later date.
  - c. Adjustments necessitated by misalignment of video cameras or sensors, improper adjustments of monitor brightness and contrast settings or insufficient light on the area viewed by camera(s)/sensor(s).
  - d. Trouble due to interruption of commercial power or communications (GSM, internet connection, or other).

### **Maintenance**

If this agreement indicates a Lease installation type, Pro Tech Solutions will, upon Client's request, provide ordinary maintenance and repair of such systems due to normal wear and tear at no cost to Client.

#### **1. Exclusions:**

- a. The expense of all extraordinary maintenance and repair, and all those beyond those detailed in below Inclusions subheading, shall be charged to the client. These shall include, but not be limited to the following:
  - i. Unplanned alterations in Client's premises.
  - ii. Alterations of the system made at the request of Client.
  - iii. Damage to the premises or system, except as noted in Damage Protection Policy.
  - iv. Configuration or programming changes made by Client or any party other than Pro Tech Solutions.

#### **2. Inclusions:** If this agreement indicates a Lease installation type, Pro Tech Solutions will, upon Client's request, provide one service visit per six months for any of the following.

- a. Moving or repositioning panel(s), enclosure(s), sensor(s), camera(s), or any other leased equipment within original installation address.
- b. Transferring and installation of system or any portion of system to new address or premises.

### **Monthly Fees**

1. Any recurring fee, whether self-monitoring through alarm.com or similar service, central station monitoring, extended service agreements, additional warranty, cloud services, content hosting or management, or any other service as detailed in agreed proposal, can be billed either monthly or in 12 month increments in advance of service period, for a period of three (2) years from the date the equipment is installed and service could begin. After three (2) years, this agreement shall automatically renew annually unless terminated by either party with thirty (30) days written notice from the date of installation. Pro Tech Solutions shall have the right to increase the monthly service charge after the initial three year agreement term and annually thereafter. If the Client cancels prior to the end of three years, Client agrees to pay, in addition to the service charges for services rendered prior to the termination, 90% of the service charge remaining to be paid for the unexpired term of the agreement as liquidated damages (but not as a penalty). Client agrees to pay, in addition to any charges above, any fees incurred while the system is activated.
2. Client warrants that Client:
  - a. has requested the equipment / services specified in this Agreement are for its own use and not for the benefit of a third party,
  - b. owns or has legal right to occupy or utilize the premises in which the equipment is being installed, or that Client has the authority to engage Pro Tech Solutions to carry out installation in the premises,

- c. owns or has legal right to utilize any intellectual property including text, images, video, audio, or any other media or delivery type for the purposes detailed in Proposal, and
  - d. will comply with all laws, codes, and regulations pertaining to the use of the equipment / services.
3. Default / Termination / Cancellation
  - a. Pro Tech Solutions may terminate this agreement immediately upon the default in payment of any monies due Pro Tech Solutions hereunder by the Client. The Client agrees to immediately remove any signs, decals, and telephone number labels from the premises or allow Pro Tech Solutions access to do so.
  - b. If this agreement indicates a Lease installation type, Client will, upon termination of this Agreement for any reason, provide Pro Tech Solutions access to premises within seven (7) days to retrieve any equipment belonging to Pro Tech Solutions.
4. Late Charges: A service charge of twelve percent per month (1% annual) will be added to all past due months.

### **Mediation – Arbitration**

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by mediation under the construction industry mediation procedures of the American Arbitration Association. If a party fails to respond to a written request for mediation within thirty days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within thirty days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its construction industry arbitration rules.

Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties shall share equally the cost of arbitration. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge and/or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award.

The place of arbitration shall be Portland, Oregon. In the event this arbitration clause is inapplicable or not enforceable for any reason and either party chooses to file an action or suit, then such action or suit shall be brought or heard in the appropriate court (state or federal) in the City of Portland, State of Oregon. The parties expressly consent to the jurisdiction of such a court.

## SECTION FOR HOMEOWNERS

### Summary of Required Consumer Notices

Oregon law requires construction contractors to give homeowners certain notices before and during a construction project. This summary explains what they mean.

1. **Consumer Protection Notice:** This information explains contractor licensing standards, bond and insurance requirements, steps consumers can take for a successful construction project, and what to do if problems occur.
2. **Information Notice to Owner About Construction Liens:** Contractors must give homeowners this notice any time the contract price is more than \$1000. The notice explains the construction lien law. It includes steps homeowners can take to protect their property from a construction lien.
3. **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 (CCB) Dispute Resolution Process.)

These forms are attached to and made a part of this contract.

### Explanation of Homeowner's Rights

1. Consumers have the right to receive the products and services agreed to in the contract.
2. Consumers have the right to resolve disputes through 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.

### Explanation of Mediation of Arbitration Clause

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. They may limit a consumer's ability to have their dispute resolved by the Oregon court system or the Oregon CCB. 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.



# 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)

CONTRACTOR: CCB#: \_\_\_\_\_

PROPERTY OWNER: \_\_\_\_\_

Signature

Date

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.**

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

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## 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.

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### 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.**

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

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