

**ESTIMATE AND CONTRACT**

06/24/19

**Billing Information: City of John Day  
Monte**

**Job Site Location: Canton Street  
John Day, Oregon**

450 E. Main St. Phone: (541) 792-0703  
John Day, Oregon E-mail: [leggm@grantcounty-or.gov](mailto:leggm@grantcounty-or.gov)  
11/20/2167

We propose to furnish all materials and perform all labor necessary to complete the following:

- |                         |  |
|-------------------------|--|
| 1. Remove approximately | 0 inches of dirt/rock  |
| 2. Place and Compact    | 0 inches of 3/4"-0 crushed rock.                                   |
| 3. Asphalt              | 3 inches of Hot Mix includes mix, hauling, placing and compaction. |

4. If Items 1 or 2 above are zero, any work required is an extra cost & will be charged on a time & material basis.

**NOTE: no traffic control, grade staking, on-site testing, or sterilant is included in this estimate.**

Harney Rock & Paving Co. cannot guaranty drainage on finish grades of less than 1%. If Owner or Prime Contractor insists upon completion of work against advise of Harney Rock & Paving because of weather conditions or sub-surface conditions, the Owner or Prime Contractor shall assume all risks of defects due to weather or sub-surface conditions.

All work is to be completed in a workmanlike manner according to standard practices for the sum of:

**\$39,640.00 Paving**

This is a lump sum quote

Any alteration or deviation from the above specifications involving extra cost of material, labor or equipment will only be executed upon written notice for the same. Purchaser agrees to pay Harney Rock & Paving Co. for the materials, labor and equipment used to be performed under this contract, plus any charges for additional materials, labor and equipment covered under a written notice. The entire amount of this contract is due and payable within 15 days of completion of work.

Excludes: Sawcutting, base rock, fine grading, testing and prevailing wages.

***This ESTIMATE AND CONTRACT may be withdrawn if not accepted within 15 days. With the volatility of diesel fuel and liquid asphalt pricing, the price of this ESTIMATE AND CONTRACT is subject to increase after 15 days from the above date. We will make every effort to maintain our pricing, however, in the event the cost of fuel or liquid asphalt increase by more than 5% of the price quoted to us at any time commencing 15 days after the above date on this Contract to the date of delivery of such products to the Project, upon written documentation, the Contract price will be equitably adjusted for such cost increase.***

Respectfully submitted,

*Craig J. LaFollette*

Mobile: (541) 589-0067  
Office: (541) 573-7855

Craig J. LaFollette, Estimator

**Harney Rock & Paving Co. is currently actively licensed with the Construction Contractors Board, License No. 51289. Our main office is located at 457 S. Date Avenue, Burns, Oregon 97720. Main office phone number is (541) 573-7855.**

**ACCEPTANCE**

You are hereby authorized to furnish all materials, labor & equipment necessary to complete this work, for which the undersigned agrees to pay in full and according to the terms thereof. I/We understand a finance charge of 2% per month will be charged on all past due balances. I/We acknowledge that notice is hereby given that a lien may be filed for materials, labor and equipment furnished by Harney Rock & Paving. I/We also agree to pay all costs & attorney fees in collecting past due monies on this account.

By signing below, customer hereby acknowledges receipt of the Consumer Protection Notice, Information Notice to Owner, and Notice of Procedure attached hereto. **DO NOT SIGN THIS CONTRACT UNLESS ALL NOTICES ARE ATTACHED.**

By: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**Contract Terms Requirement  
OAR 812-012-0110**

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

**CONSUMER PROTECTION NOTICE**

This information explains contractor licensing standards, bond and insurance requirements, steps consumers can take for successful construction project and what to do if problems occur.

**INFORMATION NOTICE TO OWNER ABOUT CONSTRUCTION LIENS**

Contractors must give homeowners this notice any time the contract price is more than \$1000. It is given at the time a written contract is signed or if a verbal contract, within five working days. The notice explains the construction lien law. It includes steps homeowners can take to protect their property from a construction lien.

**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 or 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. Arbitration clauses are very important. They may limit a consumer's ability to have their dispute resolved by the Oregon court system or the Oregon Construction Contractors Board.

<u>          </u>	This contract contains an arbitration or mediation clause.
<u>  X  </u>	This contract DOES NOT contain an arbitration or mediation clause.

**Written Offer of Warranty** If required by ORS 701.320, Harney Rock & Paving Co. warrants its work against defects in materials and workmanship for (1) year from the date of substantial completion. This warranty applies only to new residential structures or new zero lot line dwellings when required by ORS 701.320.

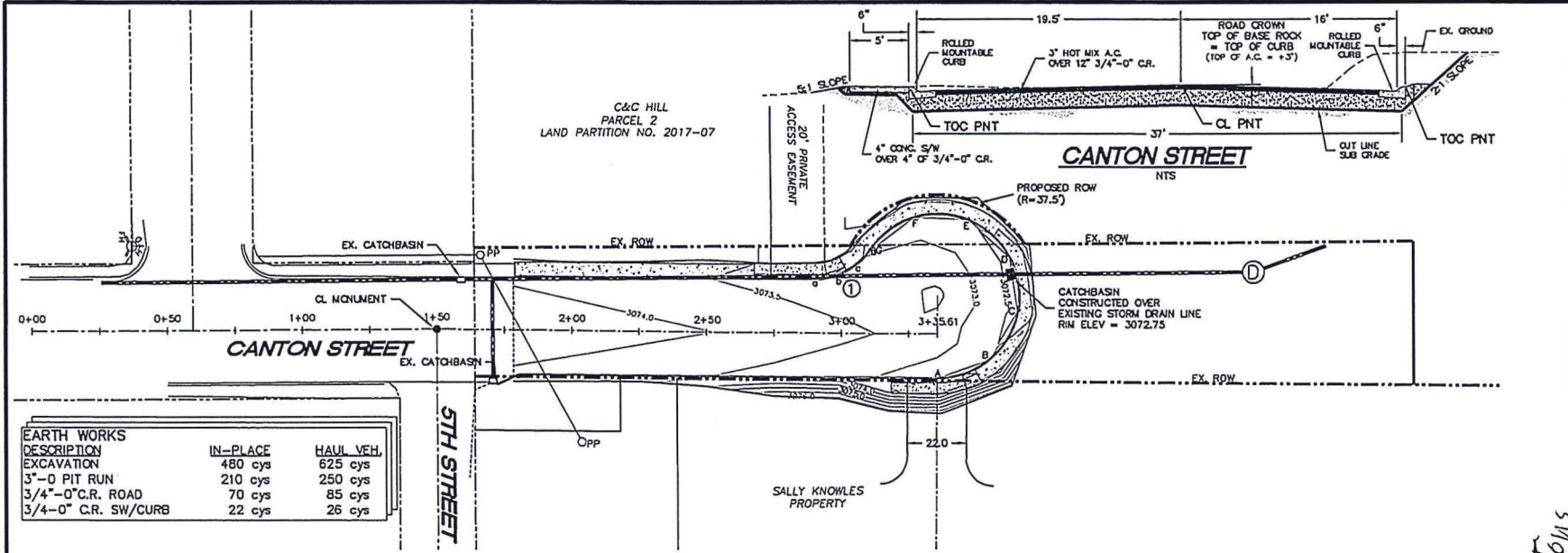
The Oregon Construction Contractors Board urges consumers to read and understand the entire contract including any arbitration clause before signing a construction contract. Consumers are not obligated to accept contract terms proposed by the contractor, including arbitration provisions. These may be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

*I acknowledge receipt of the above notices and contract terms requirements.*

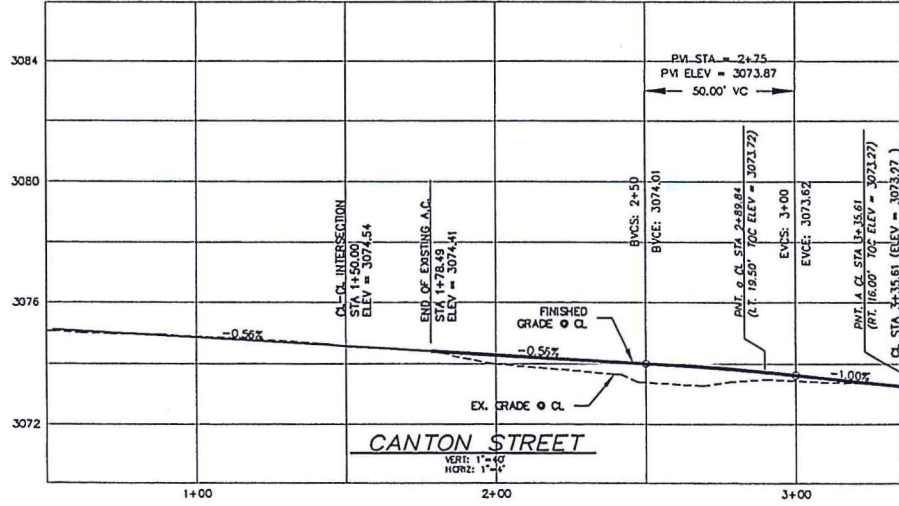
\_\_\_\_\_  
Homeowner/Contractor                      Date

\_\_\_\_\_  
Harney Rock & Paving                      Date





EARTH WORKS DESCRIPTION	IN-PLACE	HAUL VEH.
EXCAVATION	480 cys	625 cys
3"-0 PIT RUN	210 cys	250 cys
3/4"-0"C.R. ROAD	70 cys	85 cys
3/4"-0" C.R. SW/CURB	22 cys	26 cys



CUL-DE-SAC RETURN DATA

POINT	RADIUS	ANGLE FROM PRC	TOC	NOTES
A (PRC)	30'	00°00'00"	3073.27	
B	30'	39°23'12"	3073.06	
C	30'	78°46'24"	3072.87	CATCHBASIN BETWEEN PNT 'C' & PNT 'D'
D	30'	118°09'37"	3072.85	
E	30'	157°32'49"	3073.05	
F	30'	196°56'02"	3073.26	
G (PNT d)	30'	236°19'14"	3073.46	

CURB RETURN DATA (TOP OF CURB ELEVATIONS)

CURB	DATA	a	b	c	d
①	Δ = 56°19'14" R = 25.00' L = 24.57'	3073.72 CANTON ST. STA 2+89.84 (19.50' LT.)	3073.64	3073.55	3073.48 PNT. G STA 3+10.65 (30.64' LT.)



REVISIONS

CANTON STREET EXTENSION  
CITY OF JOHN DAY

CANTON STREET  
PLAN AND PROFILE

REVISIONS

DATE APRIL 2018  
SCALE NOTED  
DRAWN JH  
JOB # 18-00000000 071845  
SHEET 01

Sav FT  
150 TOYS