



# HammerTime Roofing

COMMERCIAL ROOFING TIME & MATERIALS  
PROPOSAL/CONTRACT NO. 000000000

#23 "The best roofs are built by Hammer!"

1475 Jillbarr Court  
Jericho, TX 75935  
Office ..936.xxx.xxxx  
Fax.....936.xxx.xxxx  
bill@calform.com  
TX Reg. No. XXXXXX

Owner's Name: JOHN Q. CUSTOMER		Owner's Address: 949 GRANT STREET, SUITE 4A	
Owner's City: BENICIA	Owner's Zip Code: 94510	Owner's Phone: 707.747.4735	Owner's Work Phone: 800.820.5656
Project Name & Address: 747 BOEING STREET, SUITE 757, C		Email: info@calform.com	
Construction Fund Holder Name (If any): WESTAMERICA BANK		Construction Fund Holder Address: 45678 SOLANO SQUARE	
		Construction Fund Holder City, State, Zip: BENICIA, CA 94510	

I/WE, the Owner(s) of the premises described above authorize **YourCompanyNameHere**, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to roof and/or improve these premises in a good, workmanlike and substantial manner according to the following terms, specifications and provisions:

a. Description of the work to be used:

*(A large orange watermark 'COPYRIGHT 1996-2009 ACT CONTRACTORS FORMS... All Rights Reserved!' and a large black 'C' are overlaid on this section.)*

b. Payment. Contractor proposes to perform the above work and pay Contractor the amount defined in the attached schedule of work as compensation for Contractor's profit and overhead.

**THIS IS FORM RC5 Commercial Roofing Time & Materials Contract. This form is made to be used with "COW" Cost of Work Addendum"**

Contractor will submit all supporting documentation to Owner as follows:

c. Commencement and Completion of Work: Commencement of work shall mean the start of performance of any labor and commencement shall be subject to permissible delays as described in provision (5)

Approximate Start Date: 8-21-09

d. Acceptance: This contract is approved and accepted. I (we) understand that the terms, provisions, plans (if any) and specifications in this contract is the entire agreement...

Additional Provisions Of This Contract Are On The Reverse Side And May Be...

approved and accepted (owner/agent)

date

**OWNER/AGENT**, see provision on page following this provision on the line below the in the same place or

of Disputes" and the NOTICE of Disputes, initial and initial contract.

approved and accepted (owner/agent)

**NOTE:** This contract may be not approved and signed by

from 5/20/09 if

approved (contractor)

date

**ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:**

**1. Contract, Plans, Specifications and Fees.** The work described in this contract shall be performed in accordance with the plan specifications (if any) except in the case of a change order when the provisions of this contract shall have control over both the work and the plan specifications. All required building permits will be paid for by Contractor and obtained by Contractor. All other taxes, assessments, fees etc. of any kind whatsoever including any governmental, utility, telephone or utility company or the like shall be paid for by Contractor.

**2. Insurance.** Contractor has the right to subcontract all or part of, or any part of the work herein.

**3. Change Orders.** If Owner, construction manager or any governmental body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor at his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specifically approved by Contractor in a written change order. All change orders shall be a part of this contract and shall be incorporated herein.

**4. Contractor's Responsibility: Insurance etc.** Contractor is responsible for the following: (1) to see that necessary water, electric power, access to premises, and toilet facilities are provided on the premises; (2) to provide adequate drainage areas on premises; (3) to provide adequate lighting and protection of existing areas; (4) to provide Contractor having free access to areas such as radio antennae, poles, tools or garden equipment. In the event Contractor may relocate such items Contractor may relocate these items at Contractor's expense. Contractor responsible for the performance of the work.

property(ies) that Contractor must use to gain access to the property(ies) to be responsible and to hold Contractor harmless for the use of adjacent property(ies) by Contractor which are recognized during the course of the work for correcting any existing defects such as, but not limited to, code violations. (6) to maintain proper construction, all Physical Loss with Vandalism attached, in a sum at least equal to the contract price of this contract. If the project is destroyed or destroyed by calamity, or by theft or vandalism, any work of re-roofing or restoring the project shall be paid for by Contractor.

**5. Delay.** Contractor shall not be held responsible for delays resulting from: work done by Owner or owner's agent including failure of payments for extra work, shortages of materials, war, governmental regulations, or any other delays beyond Contractor's reasonable control.

**6. Surplus Materials and Salvage.** Any surplus materials remaining after the contract has been completed are the property of Contractor. No credit is due Owner on return of surplus materials based upon a complete job. All salvage is the property of Contractor.

**7. Cleanup & Advertisement.** Contractor shall remove all surplus materials, wherever located, and leave the premises in clean condition. Any debris that settle into attics, garages, basements, or on ceilings or no attic, is the Contractor's responsibility for cleanup. Contractor recommends that wherever owner discovers debris, Contractor has the right to display signs and advertisements. Contractor's date of signing of this contract as well as the date past the date the job is completed. Contractor has the right to publish the project information may be given to prospective customers.

**8. Concealed damage & dry rot.** Contractor is not responsible for other sub-roof deterioration which is concealed under the work. Contractor is not responsible to repair any work done by Contractor to remedy such damage done as extra work in a written change order.

**9. Termites, Pests & Hazardous Substances.** Contractor is not qualified or licensed as an expert in Hazardous Materials (as defined by the government). Should any such hazardous substances be discovered on the premises, it is the Owners' responsibility to remove and abatement. Contractor cannot certify the absence of hazardous substances or pests.

**10. Right to Stop Work and to Withhold Payment.** If any payment is not made to Contractor Contractor has the right to stop work and keep the job idle until payments are received. Contractor is further excused by Contractor's equipment and/or labor suppliers or any subcontractors (collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that

Owner becomes current with Contractor for all past due payments. Owner is responsible to verify the true amounts of Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as a set-off from Contractor any amount greater than that exact amount actually owed by Contractor to these same "suppliers", for work done by Contractor for Owner's job.

**11. Collection.** Owner shall be responsible for all costs and charges including but not limited to all legal fees and costs in the event of Owner default in payment of this contract. Owner shall be responsible for all charges at the rate of 18% per annum or at the discretion of the court.

**12. Legal Fees.** In the event litigation arises out of this contract, prevailing party shall be responsible for all litigation, and attorney fees. The court or arbitrator shall be bound by any set, fee schedule but shall not be limited to such. All costs, expenses and attorney fees paid or incurred shall be the responsibility of the prevailing party.

Any controversy or claim arising out of or resulting from this contract, or the breach thereof, shall be resolved by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association which are in effect at the time the arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Any arbitration award shall be subject to confirmation by the court for the reasons stated in the law. The award shall include reasonable attorneys fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and shall be binding notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights.

By my initialing in the space below you are agreeing to resolve any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as required by law and you are giving up any rights you might have to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights of discovery and appeal, unless those rights are specifically reserved in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit all disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration.

I Agree to Arbitration: \_\_\_\_\_ I Agree to Arbitration \_\_\_\_\_  
(Initials of Owner) (Initials of Contractor)