

lab

## **ABC Construction**

## **CONSTRUCTION COST PLUS PERCENTAGE** PROPOSAL/CONTRACT NO. 00000000

1525 Cottage Grove Avenue Benicia, CA 94510

Owner's Name:		Owner's Address	_	
JOHN Q. CUSTOMEI		949 GRANT STREET	·	
Owner's City BENICIA	Owner's Zip Code 94510	Owner's Phone 707.747.4735	0	
Project Name & Address	94510	/07.747.4735	80	
747 Boeing St., Ste.	757, Benicia, C	A 94510		
I/WE, the Owner(s) of the pren	nises described above	authorize ABC Construction, herein tantial manner according to the foll		
a. Description of the work		-		
				<b>COPYRIGHT 1996-2008</b>
				ACT CONTRACTORS FORMS
				THIS IS FORM CPP
				CONSTRUCTION COST PLUS
			- PERCENTAGE	PROPOSAL/CONTRACT THIS
				SIGNED TO USE WITH FORM
				2 COST PLUS COST OF WORK
				2 COST FLUS COST OF WORK
				THIS IS ONE OF THE FORMS
	This list of s	pecifications may be continued or	subsequent nage	N THE FULL VERSION OF ACT
<b>b. Payment:</b> Contractor pro	poses to perform the	e above work subject to any add	litions and/or deduct TOP	RS FORMS ON DISK FOR CALI-
Contractor the "Cost of Th	e Work", as define	d in the attached addendum to ead. The term <b>"Cost of The V</b>	this contract, plus a fi.	FORNIA
		nd will include all items listed in		GENERAL CONTRACTORS
Contractor will submit	all supporting do	cumentation to Owner and	l invoice owner for	SOFTWARE
				1.800.820.5656
c. Common comont and Co	mplotion of Work:	Substantial commencement shall m	agen either the phys	
labor and shall be subject to an	y permissible delays as	s per provision (4) on the reverse sid	de.	
Approximate S	tart Date: 8 -	21-09	Approximate C	
<b>d. Acceptance:</b> This propose written terms, provisions, plans	al/contract is approved s (if any) and specificat	and accepted. I (we) understand th ions in this proposal/contract is the oth parties. Changes may incur addi	entire agreement between	
Additional Provisions Of T "Arbitration of Disputes" p	his Proposal/Contra rovision on page two	ct Are On The Reverse Side Are o (2), provision 11 and the NOTI same place on <u>EACH COPY</u> of	nd May Be Continued C	

approved and accepted (owner) date

approved and accepted (owner)

approved (contractor)

I nis proposal may be withdrawn after <u>20</u> days from <u>3/20/09</u> if not approved and signed by both parties.

NOĩ⊏:

date

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

**1.** *Plans, Specifications, Permits and Fees.* The work described in this proposal/contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees, etc., of any kind required by any government body, telephone, utility company or the like shall be paid for by Owner.

**2. Property Lines.** Owner is responsible to locate and inform Contractor of the location of all property lines. At Contractor's discre

provide at Owner's expense, a licensed surveyor's property lines.

**3. Change Orders.** Should Owner, construction lender, inspector require any modification to the work covered unany cost incurred by Contractor shall be added to the contra. Owner agrees to pay Contractor his normal selling price for su work as well as any other modifications to the original propagatorial and approved by both parties in a written change order shall be accorrect and shall be incorrect.

shall become a part of this proposal/contract and shall be incorpor. **4. Delay.** Contractor shall not be held responsible for any dam, delays resulting from: work done by Owner's subcontractors, extra wo or owner's agent including failure of owner to make timely progre payments for extra work, shortages of material and/or labor, bad wea' war, governmental regulations, or any other contingencies unforeseer beyond Contractor's reasonable control.

**5.** *Cleanup & Advertising.* Upon completion, and after rem surplus materials, wherever possible, Contractor will leave pre<sup>7</sup> clean condition. Owner hereby grants to Contractor the right t<sup>7</sup> site for the period of time starting at the date of signing of th<sup>3</sup> uninterrupted until fourteen (14) days past the date the job in full has been made. Owner grants Contractor the righ<sup>4</sup> address on a "references" list which may be given to pr<sup>6</sup>

6. Unanticipated Conditions & Concealed Dar

of unusual or unanticipated conditions shall be p. (conditions such as, but not limited to, ground conditionard soil, rocky soil, or the presence of ground water). Contactor is not any dry rot or other deterioration or unanticipated condities discovered during the course of the work. Contractor is not such discovered deterioration or condition and any work done b such will only be done as extra work in a written change order.

7. Hazardous Substances. Owner understands that Contractor licensed as an inspector or abatement contractor for Hazardon Cleuded In THE FULL VERSION OF ACT by the government). Should a hazardous substances be suspected to be p. Owners' responsibility to arrange and pay for inspection CONTERACTORS FORMS ON DISK FOR CALI-

**8.** Payment. Upon satisfactory payment being made for any portion on performed, the contractor shall, prior to any further payment being made, furm. person contracting for this home improvement, a full and unconditional releast any claim or mechanic's lien for that portion of the work for which payment has made.

**9.** Collection. Owner agrees to pay all collection fees and charges including limited to all legal and attorney fees that result should Owner default in payme proposal/contract. Overdue accounts are subject to interest charged at the raper annum or at the highest rate allowed by law.

**10. Legal Fees.** In the event litigation or arbitration arises c proposal/contract, prevailing party(ies) are entitled to all legal, arb<sup>-</sup> attorney fees. The court or arbitrator shall not be bound to award fees set, fee schedule but shall if it so chooses, award the true amount of all c and attorney fees paid or incurred.

11. Discounts. All discounts for cash or prompt payment shall accrue

11. Arbitration of Disputes. Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction



 THIS IS FORM CPP CONSTRUCTION COST PLUS
PERCENTAGE PROPOSAL/CONTRACT THIS FORM IS DESIGNED TO USE WITH FORM
COW2 COST PLUS COST OF WORK

> S FORMS ON DISK FOR CALI-FORNIA GENERAL CONTRACTORS

THIS IS ONE OF THE FORMS

1.800.820.5656

the law. The arbitrator shall enses to the prevailing party. y party fail to appear at or , the arbitrator shall make an ed by the party(ies) who do tanding Contractor's right to its lien rights.

you are agreeing to have any luded in the "arbitration of rbitration as provided by law it possess to have the dispute ig in the space below you are iry and appeal, unless those tration of disputes" provision. igreeing to this provision, you ithority of the applicable laws. In is voluntary.

going and agree to submit sluded in the "arbitration of

to Arbitration \_\_\_\_\_\_\_(Initials of Contractor)

censed and regulated by the has jurisdiction to investigate laint regarding a patent act or tate of the alleged violation. A ssion pertaining to structural e date of the alleged violation. ay be referred to the Registrar, Box 26000, Sacramento, CA,