b. Description of any areas that will NOT be worked on:

This list of specifications may be continued on subsequent pages (see page number below).

c. Payment: Contractor proposes to perform the above work, (subject to any additions and/or deductions pursuant to authorized change orders), for the

Owner/Agent, see the “Arbitration of Disputes” provision on page two (provision 15) and the NOTICE following this provision. If you agree to arbitration, initial on the line below the NOTICE where indicated. Also, initial in the same place on EACH COPY of this contract.

NOTE: This contract may be withdrawn after 30 days from approval and accepted (owner) if not approved and signed by both parties.

NOTE: This contract may be withdrawn after 30 days from approval and accepted (contractor) if not approved and signed by both parties.

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OWNER/AGENT, see the “Arbitration of Disputes” provision on page two (provision 15) and the NOTICE following this provision. If you agree to arbitration, initial on the line below the NOTICE where indicated. Also, initial in the same place on EACH COPY of this contract.

NOTE: This contract may be withdrawn after 30 days from approval and accepted (owner) if not approved and signed by both parties.
ADDITIONAL PROVISIONS - Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:

1. Contractors Right to Subcontract. Contractor has the right to subcontract any part of, or all of, the work herein described, provided that a written agreement for such subcontracting is made prior to performance of the work. Contractor will notify Owner of any such subcontracting. Contractor's subcontractor shall be responsible for the work performed by them and the Owner is not responsible for any work performed by the subcontractor or for any claims, injuries, damages, or losses sustained as a result of the work performed by the subcontractor.

2. Change Orders. Change orders may be made at any time prior to the completion of work. Any work done at the request of Owner which varies from the contract shall be agreed upon in writing by both Owner and Contractor. The cost of any changes made after the contract has been completed shall be added to the contract price.

3. Payment. Payment shall be made in accordance with the contract terms. Any work done at the request of Owner which varies from the contract shall be agreed upon in writing by both Owner and Contractor. The cost of any changes made after the contract has been completed shall be added to the contract price.

4. Delay. Contractor agrees to complete the work in accordance with the contract schedule. Any delay in the work caused by reasons beyond Contractor's control shall be excused from the time period for completion.

5. Surplus Materials. Surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Any surplus materials left over after this work is completed will be removed by Contractor at Contractor's expense.

6. Cleanup & Advertising. Upon completion, and after removing all debris and cleanup, Contractor will inform Owner of any dry rot or damage to premises for equipment Contractor has handled, or any property, or any underground or overground utilities that are affected. Contractor will notify Owner of any unexpected problems that may affect the work. Contractor will inform Owner of any unsightly appearance created by the work and agree to the cost for correcting any existing defects such as, but not limited to, dry rot, structural defects, or water damage.

7. Property. Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as agreed upon in writing by both Owner and Contractor shall be a part of this contract.

8. Collection. Contractor reserves the right to collect for all work performed by Contractor as a result of this contract. Any default or failure to make timely progress payments or to pay any liens claimed against this contract or any other liens shall be deemed a default under this contract and contractor shall be entitled to rescind this contract.

9. Concealed damage & dry rot. Owner understands that final approval of this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction 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 and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorneys fees and expenses to the prevailing party.

10. Termites, Pests. Contractor agrees to notify Owner and any other supplier or subcontractor of any dry rot or damage to premises for equipment Contractor has handled, or any property, or any underground or overground utilities that are affected. Contractor agrees to inform Owner of any unsightly appearance created by the work and agree to the cost for correcting any existing defects such as, but not limited to, dry rot, structural defects, or water damage.

11. Right to Stop Work. Owner may, at any time, in the event of a breach of any of the conditions of this contract by Contractor, give Contractor written notice thereof, and Contractor shall promptly remove all equipment and materials from the premises for equipment Contractor has handled, or any property, or any underground or overground utilities that are affected. Contractor agrees to notify Owner and any other supplier or subcontractor of any dry rot or damage to premises for equipment Contractor has handled, or any property, or any underground or overground utilities that are affected. Contractor agrees to inform Owner of any unsightly appearance created by the work and agree to the cost for correcting any existing defects such as, but not limited to, dry rot, structural defects, or water damage.

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