



# ABC Construction

**CONSTRUCTION COST PLUS FEE  
PROPOSAL/CONTRACT NO. 000000000**

1525 Cottage Grove Avenue  
Benicia, CA 94510  
800.820.5656  
actforms@sbcglobal.net  
CA License No. 999999  
(B) General Building

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 St., Ste. 757, Benicia, CA 94510

I/WE, the Owner(s) of the premises described above authorize ABC Construction, hereinaft  
the above premises in a good, workmanlike and substantial manner according to the following

**a. Description of the work & of the materials used:**

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**THIS IS FORM CPF  
CONSTRUCTION COST PLUS FEE  
PROPOSAL/CONTRACT  
THIS IS ONE OF THE FORMS  
INCLUDED IN THE FULL VERSION OF  
ACT CONTRACTORS FORMS ON DISK  
FOR CALIFORNIA  
GENERAL CONTRACTORS  
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**This list of specifications may be continued on sub**

**b. Payment:** Contractor proposes to perform the above work subject to any additions  
Contractor the “**Cost of The Work**”, as defined in the attached addendum to this con  
Contractor’s profit and overhead. The term “**Cost of The Work**” is defined as all cost  
described above in section “a” and will include all items listed in the “Cost of The Work” ac

**Contractor will submit all supporting documentation to Owner and invoice own**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**c. Commencement and Completion of Work:** Substantial commencement shall mean either the physical c  
labor and shall be subject to any permissible delays as per provision (4) on the reverse side.

**Approximate Start Date:** 8-21-09 **Approximate /**

**d. Acceptance:** This proposal/contract is approved and accepted. I (we) understand there are no oral agree  
written terms, provisions, plans (if any) and specifications in this proposal/contract is the entire agreement be  
change order only and with the express approval of both parties. Changes may incur additional charges.

**Additional Provisions Of This Proposal/Contract Are On The Reverse Side And May Be Contin**  
“**Arbitration of Disputes**” provision on page two (2), provision 11 and the **NOTICE** following this p  
the **NOTICE** where indicated. Also, initial in the same place on EACH COPY of this contract.

\_\_\_\_\_ approved and accepted (owner) \_\_\_\_\_ date

\_\_\_\_\_ approved and accepted (owner)

\_\_\_\_\_ approved (contractor) \_\_\_\_\_ date

**NOTE: This pr  
not ?**

**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 expense, a licensed surveyor shall provide at Owner's expense, a licensed survey of the property lines.

**3. Change Orders.** Should Owner, construction inspector require any modification to the work covered by this contract, the cost of any cost incurred by Contractor shall be added to the contract price. If Owner agrees to pay Contractor his normal selling price for the work as well as any other modifications to the original contract, such modifications shall become a part of this proposal/contract and shall be incorporated into the contract price.

**4. Delay.** Contractor shall not be held responsible for any delays resulting from: work done by Owner's subcontractors, except for owner's agent including failure of owner to make timely payments for extra work, shortages of material and/or labor, but not war, governmental regulations, or any other contingencies unforeseen beyond Contractor's reasonable control.

**5. Cleanup & Advertising.** Upon completion, and after removal of surplus materials, wherever possible, Contractor will leave the site in clean condition. Owner hereby grants to Contractor the use of the site for the period of time starting at the date of signing of this contract until fourteen (14) days past the date of completion in full has been made. Owner grants Contractor the right to use the address on a "references" list which may be given by Contractor.

**6. Unanticipated Conditions & Concealed Conditions.** Unusual or unanticipated conditions shall include (conditions such as, but not limited to, ground conditions, hard soil, rocky soil, or the presence of ground water, or any dry rot or other deterioration or unanticipated conditions) is discovered during the course of the work. Contractor shall be responsible for such discovered deterioration or condition and any work done as such will only be done as extra work in a written change order.

**7. Hazardous Substances.** Owner understands that Contractor is licensed as an inspector or abatement contractor for Hazardous Substances (by the government). Should a hazardous substances be suspected to be present, it is Owner's responsibility to arrange and pay for inspection & abatement.

**8. Payment.** Upon satisfactory payment being made for any portion of work performed, the contractor shall, prior to any further payment being made, release any claim or mechanic's lien for that portion of the work for which payment has been made.

**9. Collection.** Owner agrees to pay all collection fees and charges in addition to those limited to all legal and attorney fees that result should Owner default in payment of this proposal/contract. Overdue accounts are subject to interest charged at the rate of \_\_\_\_\_ per annum or at the highest rate allowed by law.

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

**11. Discounts.** All discounts for cash or prompt payment shall apply to the contract price.

**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 or modification as provided in the law. The arbitrator shall not be bound by the rules of evidence in the arbitration proceedings. If any party fail to appear at arbitration, the arbitrator shall make an award based on the evidence presented by the party(ies) who do appear. This award shall not withstanding Contractor's right to file a lawsuit or its lien rights.



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ed in the law. The arbitrator shall not be bound by the rules of evidence in the arbitration proceedings. If any party fail to appear at arbitration, the arbitrator shall make an award based on the evidence presented by the party(ies) who do appear. This award shall not withstanding Contractor's right to file a lawsuit or its lien rights.

How you are agreeing to have any dispute resolved is included in the "arbitration of disputes" provision. In the space below you are agreeing to have the dispute resolved by arbitration as provided by law. If you do not agree to arbitration, you may recover and appeal, unless those provisions are included in the "arbitration of disputes" provision. After agreeing to this provision, you are waiving the authority of the applicable laws. This provision is voluntary.

I, \_\_\_\_\_, hereby agree and agree to submit any and all disputes arising out of or relating to this proposal/contract to arbitration as provided in the "arbitration of disputes" provision.

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

This software is licensed and regulated by the state of California which has jurisdiction to investigate and prosecute any complaint regarding a patent act or trademark violation on the date of the alleged violation. A complaint pertaining to structural or mechanical work on the date of the alleged violation, or may be referred to the Registrar, P.O. Box 26000, Sacramento, CA, 95833.