



ABC Construction

CONSTRUCTION PROPOSAL/CONTRACT

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 Home Phone: 707.747.4735	Owner's Work Phone: 800.820.5656
Project Address: 747 BOEING STREET, SUITE 757		Project City: CONCORD	
Construction Fund Holder Name (If any): WESTAMERICA BANK		Construction Fund Holder Address: 45678 SOLANO SQUARE	

I/WE, the Owner(s) of the premises described above authorize **YOUR COMPANY NAME** necessary to construct and/or improve these premises in a good, workmanlike and substantial manner.

a. **Description of the work and the materials to be used:** Tear off old built Pacific dens- deck board to entire roof. Apply Polyglass manufacturers recommendations.

b. **Description of any areas that will NOT be worked on:** Metal Roof over

This list of specifications may be continued on subsequent pages.

c. **Payment:** Contractor proposes to perform the above work, (subject to any additions and/o

Total Sum of \$ 75,000.00

Down Pay

<u>PAYMENT DUE WHEN</u>	<u>AMOUNT</u>	<u>PAYMENTS</u>
1. <u>After Tearout</u>	<u>\$5665886.75</u>	By check upon receipt of work described under this column.
2. _____	_____	
3. _____	_____	
4. _____	_____	
5. _____	_____	

d. **Commencement and Completion of Work:** Commencement of work shall mean the physical delivery of materials and commencement shall be subject to permissible delays as described in provision (4) on the reverse side.

Approximate Start Date: 8-21-08

Approximate Completion Date: _____

e. **Acceptance:** This contract is approved and accepted. I (we) understand there are no oral agreements or other terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties and with the express approval of both parties. Changes may incur additional charges.

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

_____	_____	OWNER/AGENT, sign and date in provision on page following this proposal on the line below in the same place.
approved and accepted (owner/agent)	date	
_____	_____	
_____	_____	NOTE: This contract is not valid unless signed by both parties.
approved (contractor)	date	



THIS IS FORM PRC CONSTRUCTION PROPOSAL

THIS IS ONE OF THE FORMS INCLUDED IN THE FULL VERSION OF ACT CONTRACTORS FORMS ON DISK FOR CALIFORNIA GENERAL CONTRACTORS SOFTWARE

1.800.820.5656

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

1. Contract, 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 proposal/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 whatsoever, required by any government body, utility company or the like shall be paid for by Owner.

2. Property Lines. Owner is responsible for the location of all property lines. Contractor, Owner may be required to purchase a surveyor's map of the property showing.

3. Change Orders. Should Owner or government body or inspector require any change under this proposal/contract, any cost incurred to the contract price as extra work and Owner's normal selling price for such extra work. All extra modifications to the original proposal/contract approved by both parties in a written change order become a part of this proposal/contract and shall be binding.

4. Delay. Contractor shall not be held responsible for delays resulting from: work done by Contractor, extra work, acts of owner or owner's agent including but not limited to, timely progress payments or payments for extra work and/or labor, bad weather, fire, strike, war, and other contingencies unforeseen by Contractor under reasonable control.

5. Cleanup & Advertising. Upon completion of work, Contractor shall remove all debris and surplus materials, when Contractor leaves premises in a neat, broom clean condition. Contractor shall have the right to display signs and advertisements. Contractor shall start starting at the date of signing of this contract until fourteen (14) days past the date the work has been made. Owner grants Contractor the right to address on a "references" list which may be given to others.

6. Unanticipated Conditions & Contingencies. Contractor shall be responsible for any conditions incurred because of unusual or unanticipated conditions. Contractor shall inform Owner of any dry rot or other conditions that require fill, or unusually hard soil, rocky soil, or other conditions (water). Contractor will inform Owner of any dry rot or other unanticipated condition which is concealed and is discovered in the course of the work. Contractor is not responsible for any discovered deterioration or condition and any work done to correct such remedy such will only be done as extra work in a written change order.

7. Hazardous Substances. Owner understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or Material Abatement contractor. Should any hazardous substances by the government be found to be present on the premises, Contractor's responsibility to arrange and pay for abatement of these substances.

8. Collection. Owner agrees to pay all collection charges including but not limited to all legal and attorney fees. Owner default in payment of this contract. Overdue interest charged at the rate of 10% per annum.

9. Legal Fees. In the event litigation or arbitration is required, prevailing party(ies) are entitled to all legal, arbitration fees. The court or arbitrator shall not be bound to award costs, set, fee schedule but shall if it so chooses, award the true and fair expenses and attorney fees paid or incurred.

10. 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 and/or vacation for the reasons stated in the Code of Civil Procedure. The award shall include reasonable attorneys fees and costs. After being given due notice, should either party participate in the arbitration proceedings, the award based upon the evidence presented shall be final and binding. Notwithstanding to whom Contractor does not waive any of its lien rights.



**THIS IS THE BACK OF FORM PRC
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PROPOSAL/CONTRACT**

**THIS IS ONE OF THE FORMS
INCLUDED IN THE FULL VERSION OF
ACT CONTRACTORS FORMS ON DISK
FOR CALIFORNIA
GENERAL CONTRACTORS
SOFTWARE**

1.800.820.5656

By signing the space below you are agreeing to have any matters included in the "arbitration of disputes" by neutral arbitration as provided by the rules of the American Arbitration Association giving up any rights you might possess to litigate your claim in court or jury trial. By initialing in the space below you are waiving your judicial rights to discovery and specifically, included in the "arbitration of disputes" I refuse to submit to arbitration after the award is rendered. I may be compelled to arbitrate under the provisions of the California Code of Civil Procedure or other applicable laws. This arbitration provision is voluntary.

By signing the space below you are agreeing to submit any matters included in the "arbitration of disputes" to the arbitration of the American Arbitration Association.

I Agree to Arbitration: _____
(Initials of Contractor)

This contract shall be licensed and regulated by the State of California, which has jurisdiction to investigate and prosecute if a complaint regarding a patent act or violation of the date of the alleged violation. A contract or omission pertaining to structural work of the date of the alleged violation. Contractor may be referred to the Registrar, State of California, P.O. Box 26000, Sacramento, CA 95834.