



ABC Construction

CONSTRUCTION TIME & MATERIALS 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 HERE** 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.



**THIS IS FORM TMC
COMMERCIAL T&M 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

This list of specifications may be continued on subsequent pages.

b. Payment: Contractor proposes to perform the above work subject to any additions and pay Contractor the "Cost of The Work", as defined in the attached addendum to this contract as compensation for Contractor's profit and overhead. The term "Cost of The Work" performance of the work as described above in section "a" and will include all items listed in the

Contractor will submit all supporting documentation to Owner and invoice owner for Invoice and documentation for payment will be submitted by Contractor and Owner will make progress payment to Contractor on the next day within week. The amount of each progress payment shall be calculated by adding the fixed profit and overhead. The total of these two amounts will be due Contractor.

c. 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

d. Acceptance: This contract is approved and accepted. I (we) understand there are no oral agreements, 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

approved and accepted (owner/agent)

date

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

approved and accepted (owner/agent)

approved (contractor)

date

NOTE: This is not

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. At the discretion of the contractor, the contractor may be required to provide at Owner's expense showing property lines.

3. Change Orders. Should Owner, consultant or inspector require any modification to the work, any cost incurred by Contractor shall be added to the contract. Owner agrees to pay Contractor his normal selling price for work as well as any other modifications to the contract as specified and approved by both parties in a written change order. This shall become a part of this proposal/contract and shall be binding on both parties.

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

5. Cleanup & Advertising. Upon completion, Contractor shall leave the site in surplus materials, wherever possible, Contractor shall leave the site in clean condition. Owner hereby grants to Contractor the right to advertise at the job site for the period of time specified in the contract and continuing uninterrupted until full payment is completed and payment in full has been made. Contractor shall publish the project street address on a sign visible to prospective customers.

6. Unanticipated Conditions & Contingencies. Contractor shall be responsible for all conditions of unusual or unanticipated conditions (conditions such as, but not limited to, underground utilities, hard soil, rocky soil, or the presence of gas, 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 such work will only be done as extra work in a written change order.

7. Hazardous Substances. Owner understands that Contractor may be a Hazardous Material Handler or Inspector or as a contractor. Should any hazardous substances as defined by law be present on the premises, it is the Owners' responsibility to provide an abatement of these substances.

8. Collection. Owner agrees to pay all collection fees and costs, limited to all legal and attorney fees that result should Owner default on the contract. Overdue accounts are subject to interest charged at the rate of _____ per annum.

9. Legal Fees. In the event litigation or arbitration arises between the parties, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees and costs. Contractor shall not be bound to award fees based on any set fee schedule. Contractor shall, if so chooses, award the true amount of all costs, expenses and attorney fees 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 over the parties. The arbitration award shall be subject to correction as stated in the Code of Civil Procedure. The arbitrator shall be responsible for the arbitrator's attorney fees and expenses to the extent that the arbitrator is able to recover such fees and expenses. Should any party fail to appear at arbitration proceedings, the arbitrator shall be bound by the evidence presented by the party(ies) who appear. Notwithstanding Contractor's right to waive any of its lien rights.



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BID PROPOSAL**

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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 American Arbitration Association, giving up any rights you might possess to a court or jury trial. By initialing in the space provided, you are waiving your judicial rights to discovery and appeal, and you are voluntarily, specifically, included in the "arbitration of disputes" use to submit to arbitration after agreeing to be bound by the arbitration award. You are compelled to arbitrate under the authority of the applicable laws. Your arbitration is voluntary.

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I Agree to Arbitration _____
(Initials of Contractor)

Contractor 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 contractor or omission pertaining to structural steelwork within 10 years of the date of the alleged violation. Contractor may be referred to the Registrar, Board, P.O. Box 26000, Sacramento, CA