



ABC Construction

CONSTRUCTION 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 H.** 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/or deletions)

Total Sum of \$ 75,000.00

Down Payment

<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 (6) 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 conditions, 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 On Subsequent Pages.

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



**THIS IS FORM GC1
CONSTRUCTION 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

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 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 whatsoever, required by any government body, 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 the discretion and direction of Contractor, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property showing property lines.

3. Installation. Owner understands that Contractor may or may not install the materials. Contractor has the right to

4. Change Orders. Should Owner, inspector require any modification to incurred by Contractor shall be added to agrees to pay Contractor his normal selling, well as any other modifications to the original, by both parties in a written change order. A contract and shall be incorporated herein.

5. Owner's Responsibility: Insurance following: (1) to see that all necessary water, electric, toilet facilities are provided on the premises. (2) to provide premises for equipment and materials. (3) to relocate Contractor from having free access to the work area, furniture, appliances, draperies, clothing and other items, antennas, vehicles, tools or garden equipment. In the event of such items, Contractor may relocate these items as required, responsible for damage to these items during the performance of the work. (4) to obtain permission for property(ies) that Contractor must use to gain access to be responsible and to hold Contractor harmless for the use of adjacent property(ies) by Contractor which are recognized during the course of the work for correcting any existing defects such as, but not limited to, or code violations. (6) to maintain proper construction, all Physical Loss with Valuation attached, in a sum at least equal to the cost of this contract. If the project is destroyed by calamity, or by theft or vandalism, any reconstructing or restoring the project.

6. Delay. Contractor shall not be held responsible for delays resulting from: work done by subcontractors or owner's agent including failure of payments for extra work, shortages of materials, war, governmental regulations, or any other beyond Contractor's reasonable control.

7. Surplus Materials and Salvage. At the time the contract has been completed are the property of Owner. No credit is due Owner on returns for any salvage is based upon a complete job. All salvage resulting from property of Contractor.

8. Cleanup & Advertising. Upon completion, all surplus materials, wherever possible, Contractor will leave in clean condition. Owner hereby grants to Contractor the right to advertise at the job site for the period of time starting at the beginning of contract and continuing uninterrupted until fourteen (14) days after completed and payment in full has been made. Owner grants to Contractor the right to publish the project street address on a "references" list for prospective customers.

9. Unanticipated Conditions & Concealed damage. Except for conditions of unusual or unanticipated conditions shall be paid for by Owner (conditions such as, but not limited to, ground conditions that are hard soil, rocky soil, or the presence of ground water). Contractor shall be responsible for any dry rot or other deterioration or unanticipated condition is discovered during the course of the work. Contractor is not responsible for such discovered deterioration or condition and any work done on such will only be done as extra work in a written change order.

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

11. Right to Stop Work and to Withhold Payment. If any payment is not made to Contractor as per this contract, Contractor has the right to stop work and keep the job idle until all past due payments are received. Contractor is further excused by Owner from paying for materials and/or labor suppliers or any subcontractors (hereinafter referred to as "suppliers"), during the period that Owner is in arrears with Contractor for bills received during that same period. If these bills are not paid, demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount. When Owner becomes current with Contractor for all past due payments, Owner is responsible to verify the true amounts owed by Contractor prior to making payment on behalf of Contractor. Owner shall be responsible in any circumstances, to collect as reimbursement from Contractor the amount that exact amount actually and truly owed by Contractor to "suppliers", for work done or materials supplied on behalf of Contractor.

12. Collection. Owner agrees to pay all collection costs, including but not limited to all legal and attorney fees that result from Contractor's contract. Overdue accounts are subject to interest.

13. Legal Fees. In the event litigation is required, the prevailing party(ies) are entitled to all legal fees and costs. If an arbitrator shall not be bound to award fees and costs, so chooses, award the true amount of fees and costs incurred.

14. 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 arbitrator shall award reasonable attorneys fees and expenses to the

party given due notice, should any party fail to appear at arbitration proceedings, the arbitrator shall not be bound by the evidence presented by the party(ies) who appear. Notwithstanding Contractor's right to sue, Contractor shall waive any of its lien rights.

In the space below you are agreeing to have any rights included in the "arbitration of disputes" provision of this contract as provided by California law. By initialing in the space below you are acknowledging that you might possess to have the dispute resolved by arbitration. By initialing in the space below you are waiving your rights to discovery and appeal, unless those rights are specifically preserved in the "arbitration of disputes" provision. If you do not agree to this provision, you may not proceed with the project under the authority of the Business and Professions Code and applicable laws. Your agreement to this provision is required.

I agree to the foregoing and agree to submit disputes to arbitration. I agree to have any rights included in the "arbitration of disputes" provision of this contract.

I Agree to Arbitration _____
(Initials of Contractor)



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Contractor shall be licensed and regulated by the State Board of Contractors which has jurisdiction to investigate and discipline contractors if a complaint regarding a patent act or violation of the law is filed within one (1) year of the date of the alleged violation. A contractor may be referred to the Registrar, State Board of Contractors, P.O. Box 26000, Sacramento, CA, 95829.