



# 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 HE** necessary to construct and/or improve these premises in a good, workmanlike and substantial man.

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

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

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

PAYMENT DUE WHEN

AMOUNT

PAYMENTS

- |                         |                     |                 |
|-------------------------|---------------------|-----------------|
| 1. <u>After Tearout</u> | <u>\$5665886.75</u> |                 |
| 2. _____                |                     | By check upon r |
| 3. _____                |                     | described under |
| 4. _____                |                     | column.         |

**d. Commencement and Completion of Work:** Commencement of work shall mean the physical delivery o and commencement shall be subject to permissible delays as described in provision (5) on the reverse side.

Approximate Start Date: 8-21-08

Approximate

**e. Acceptance:** This contract is approved and accepted. I (we) understand there are no oral agreements o terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parti only and with the express approval of both parties. Changes may incur additional charges. As described Contractor who may cancel after refunding any down payment.

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

**NOTE:** This contract may be withdrawn after 30 days from 8-10-08 if not approved and signed by both parties.

**OWNER/AGENT, see (provision 15) and the arbitration, initial on th initial in the same place**

_____	date	Field Representative In witness thereof th <u>28</u> day of <u>Septem</u> ' By _____
_____	date	
_____	date	



**THIS IS FORM GC2  
 CONSTRUCTION CONTRACT FOR  
 SALESMAN AS COMPANY SIGNER**

**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. Contractors Right To Cancel.** Owner understands that final approval of this contract rests with Contractor and Contractor's installation and estimation departments. In the event this contract is not approved by Contractor, any payment made hereunder shall be refunded to Owner and this contract shall be null and void and of no effect. Contractor's commencement of work as scheduled or Contractor's signature herein shall constitute approval of this contract by Contractor.

**2. 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.

**3. Property Lines.** Owner is responsible to locate and inform Contractor of the location of all property lines. At the discretion of Owner, Contractor may be required to provide at Owner's expense showing property lines.

**4. Installation.** Owner understands that Contractor has the right to subcontract materials.

**5. Change Orders.** Should Owner, contractor or inspector require any modification to the work, the cost of any change orders incurred by Contractor shall be added to the contract price. Contractor agrees to pay Contractor his normal selling price as well as any other modifications to the original contract price by both parties in a written change order. All change orders must be in writing and shall be incorporated herein.

**6. Owner's Responsibility: Insurance etc.** Contractor shall be responsible for the following: (1) to see that all necessary water, electrical, gas, and toilet facilities are provided on the premises. (2) to provide a safe premises for equipment and materials. (3) to relocate any existing items Contractor from having free access to the work area. (4) to provide furniture, appliances, draperies, clothing and other personal items, antennas, vehicles, tools or garden equipment. In the event of such items, Contractor may relocate these items as required and is responsible for damage to these items during the course of the performance of the work. (5) to obtain permission from the owner for property(ies) that Contractor must use to gain access to the work area and 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. (6) for correcting any existing defects such as, but not limited to, code violations. (7) to maintain proper construction, all Physical Loss with Vendors attached, in a sum at least equal to the cost of this contract. If the project is destroyed by fire, calamity, or by theft or vandalism, Contractor shall be responsible for reconstructing or restoring the project to its original condition.

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

**8. Surplus Materials and Salvage.** Any surplus materials remaining at the end of the contract has been completed are the property of Contractor. No credit is due Owner on returns for any surplus materials. Salvage is based upon a complete job. All salvage resulting from the job is the property of Contractor.

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

**10. Unanticipated Conditions & Concealed damage.** Because of unusual or unanticipated conditions shall be paid for by Owner (conditions such as, but not limited to, ground conditions that include 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 to correct such will only be done as extra work in a written change order.

**11. Hazardous Substances.** Owner understands that Contractor is not a Hazardous Material Handler or Inspector or a Hazardous Waste Contractor. Should any hazardous substances as defined by applicable laws be present on the premises, it is the Owners' responsibility to remove or abatement of these substances.

**12. 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 in making payment to Contractor for bills received during that same period. If these same conditions exist, demand upon Owner for payment, Owner may make such payment to Contractor and Contractor shall reimburse Owner for this amount. Contractor becomes current with Contractor for all past due payments and 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 Owner's behalf.

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

**14. Legal Fees.** In the event litigation or arbitration is required, the prevailing party(ies) are entitled to all legal and arbitration fees. The arbitrator shall not be bound to award fees if the prevailing party chooses, award the true amount of fees incurred.

**15. 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 prevailing party. After being given due notice, should any party fail to attend arbitration proceedings, the arbitrator shall make a decision based on the evidence presented by the party(ies) who attend. Notwithstanding Contractor's right to waive any of its lien rights.



**THIS IS THE BACK OF FORM GC2  
CONSTRUCTION CONTRACT FOR SALESMAN  
SIGNING FOR THE COMPANY**

**THIS IS ONE OF THE FORMS  
INCLUDED IN THE FULL VERSION OF ACT  
CONTRACTORS FORMS ON DISK FOR CALIFORNIA  
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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 or by court or jury trial. By initialing in the space provided, you are agreeing to waive your judicial rights to discovery and appeal, and to be bound by the arbitration award. Specifically, included in the "arbitration of disputes" are all matters that may be used to submit to arbitration after agreeing to arbitrate under the authority of the applicable Code or other applicable laws. Your arbitration is voluntary.

By signing and the foregoing and agree to submit all matters included in the "arbitration of disputes" to arbitration.

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 contract or omission pertaining to structural work done within five years of the date of the alleged violation. Contractor may be referred to the Registrar, P.O. Box 26000, Sacramento, CA 95826-