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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Owner”), whose residence address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Cupertino, CA 95014, whose contact phone number is (408) \_\_\_\_-\_\_\_\_\_\_\_\_ (Home) and (408) \_\_\_\_-\_\_\_\_\_\_\_\_ (Cell) and whose project address (“Project”) is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Saratoga, Ca 95070.**  **The Owner and the Contractor agree as set forth below:**  **1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED:**  Contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner the following alterations to the Project:  Excavation and grading (and soil compaction after demolition)  Underground utilities  Complete Rough and Final Framing  Foundation, driveway and walkways at front/rear/side porch/patios per plan  Supply all Framing materials  Supply all Framing Hardware  Fire sprinklers  Rough and finish plumbing  Rough and finish electrical with whole house networking  HVAC complete w/ test and start  Roofing/gutters  Exterior windows and doors installation  Exterior finishes:   * Stucco 3-coat (w/ sprayed finish coat) * Masonry * Trim, window shutters, trellis, columns, copper roof accents   Drywall whole house w/ semi-smooth “Old World” texture “orange peel” in a garage  Painting interior/exterior  Tiling per plan  Finish carpentry :   * Interior doors and closet doors installation * Architectural ceilings, fireplaces, vent hood per plan * Crown mouldings on a ceiling per plan * Baseboards installation   Managing owner’s contractors for following trades: granite, built-in cabinetry, closet systems, Shower glass enclosures, hardwood flooring, custom mirrors, exterior fencing & landscaping, garage door, carpet flooring  [\_X\_\_] These alterations are described as needed more fully in Attachment A, “Description of Work and Materials”, and documents listed in section 23 “LIST OF DOCUMENTS TO BE INCORPORATED INTO THIS CONTRACT”. By this reference, those drawings are incorporated in and made a part of this Contract.  Contractor will clean up and remove all scrap and garbage created by his work and employees. Owner will provide dumpsters.  Contractor will schedule the relevant inspections of his work with the city, and be present for the inspections.  Contractor will provide all tools needed for the project unless an exception is explicitly described in this contract.  Owner will purchase and provide the exterior doors, windows, shingle siding, columns, and trim materials. Contractor will receive and unload the shipments of these materials. **If any machinery needs to be rented to unload the deliveries the Owner will pay for the machinery rental.**  Contractor will provide shop drawings for and supervise the installation of the steel frame for the rear porch.  **2. EXCEPTIONS:** Contractor’s scope of work under this Contract does not include any of the following items:  Any type of work not covered by approved drawings.  Following materials: (bithuthane flashing for windows, flashing for trim, Tyvek weather barrier)  Portable toilet service.   1. **START AND COMPLETION OF WORK:** The work to be performed under this contract shall commence on approximately this date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of 20\_\_ , as long as any required building permits are received and any agreed upon funds are paid to Contractor. The Contractor shall use his/her best efforts to complete work on approximately this date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of 20\_\_ , subject to permissible delays as defined in this Contract.   Substantial commencement of the work shall be deemed to occur when the Contractor first supplies workers to the Project who actually commence construction operations. Failure of Contractor without a lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in this Contract is a violation of the Contractors’ License Law. | | | | |
| **4. THE CONTRACT PRICE:** Owner shall pay Contractor the fixed sum of **$ 0,000.00**  (the “Contract Price”) for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties, and subject to “allowances” as provided in this Paragraph 4.  The Contract Price may include allowances for certain materials, finishes, fixtures and/or other items which have not yet been selected or decided by the Owner. Allowances are specific dollar amounts which Contractor has allocated for the purchase of the materials, finishes, fixtures and/or other items to be selected. These allowances include all overhead and profit, plus all applicable sales taxes. If the final cost of any item covered by an allowance is greater or less than the specified allowance, the Contract Price will be increased or decreased accordingly by a written change order to be issued by the Contractor. The allowances for the Project agreed to by Owner and Contractor are specified under “Allowances” on Attachment **“ \_\_”** to this Contract.  **5. PERMITS AND TESTS:** Unless otherwise agreed to in writing by both parties, the Contractor shall procure the necessary permits for the work. Owner shall pay the governmental fees and Contractor's charges for said permits. If any tests or inspections are required by the plans and specifications or by the orders of any public authority having jurisdiction, Owner agrees to procure said tests and inspections and to pay all costs and fees associated with them.  **6. SUBCONTRACTS:** All portions of the work that Contractor's employees cannot perform directly shall be performed under subcontracts. Unless the Owner has agreed in advance in writing, all subcontracts shall be on a fixed price basis. The Contractor shall secure the Owner's written consent before entering into any subcontracts. Contractor is responsible for obtaining Mechanics Lien Releases from subcontractors as a condition of payment.  **7. RECORDKEEPING:** The Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this agreement. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating directly to this contract, and the Contractor shall preserve all such records for a period of three years after the final payment.  **8. PAYMENT SCHEDULE.** The Contract Price shall be paid in progress payments, which do not include finance charges of any kind, according to the following schedule:  $ 0,000.00 upon signing this Contract;  $ 0,000.00 upon excavation and grading complete  $ 0,000.00 upon forms for foundation installed, hardware set, inspection passed, ready to pour  $ 0,000.00 upon concrete is poured for foundation, forms are stripped  $ 0,000.00 upon Framing materials for subfloor, 1st fl. framing and 2nd fl. subfloor delivered to the jobsite; payment to material supplier  $ 0,000.00 upon 1st level subfloor system is finished; top out plumbing and underfloor HVAC is complete for 1st level , upon underfloor rough inspection passed  $ 0,000.00 upon 1st floor framing and 2nd level subfloor is complete  $ 0,000.00 upon 2nd floor walls and ceiling material is delivered; payment to material supplier  $ 0,000.00 upon 2nd floor walls are complete  $ 0,000 upon pickup work for both floors is done  $ 0,000.00 upon roof framing lumber is delivered on jobsite ; payment to material supplier  $ 0,000.00 upon roof framing above garage and 1st level complete (including fascia)  $ 0,000.00 upon roof framing above 2nd floor is complete (including fascia)  $ 0,000.00 upon roof diaphragm inspection passed;  $ 0,000.00 upon composition roofing complete  $ 0,000.00 upon accent copper roofing complete  $ 0,000.00 upon shear and nailing inspection passed for entire house  $ 0,000.00 upon rough framing, rough plumbing, rough electrical and HVAC ducts for entire house complete 75-80%  $ 0,000.00 upon all excess dirt removed from jobsite  $ 0,000.00 upon rough framing, rough plumbing, rough electrical and HVAC ducts for entire house complete  $ 0,000.00 upon all exterior windows, doors and skylights have been installed;  $ 0,000.00 upon insulation for entire house is complete and Insulation Inspection passed  $ 0,000.00 upon stucco lath is complete and Lath Inspection passed  $ 0,000.00 upon upon all decorative exterior trim, trellis are complete  $ 0,000.00 upon stucco is complete 100%  $ 0,000.00 upon drywall is delivered  $ 0,000.00 upon drywall hanged and inspection passed  $0,000.00 upon drywall texture complete  $0,000.00 upon all interior trim is complete  $ 0,000.00 upon painting is complete  $ 0,000.00 upon drain for downspouts is complete  $ 0,000.00 upon PGE utilities are complete and inspection passed  $ 0,000.00 upon main water and underground sewer are complete and inspection passed  $ 0,000.00 upon all walkways and porches slabs is 100% complete  $ 0,000.00 upon driveway is complete and Public Works inspection passed  $ 0,000.00 upon masonry is complete  $ 0,000.00 upon gutters and downspouts are complete  $ 0,000.00 upon tile 100% complete  $ 0,000.00 upon finish Electrical, HVAC, plumbing and all mechanical trades are complete  $ 0,000.00 upon firesprinklers trim done, system tested and inspection signed off by fire marshall  $ 0,000.00 upon finish Electrical, HVAC, plumbing and all mechanical inspections are passed  $ 00,000.00 upon Final Completion.  All payments will be made within **5** business days after billing. Overdue payments will bear interest at the rate of **3%** per month from the date on which payment is due.  **The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.** | | | | |
| **9. DOWN PAYMENT:** If applicable, the Owner agrees to pay a deposit of $1000 or 10% of the contract price, whichever is less. The sum of $ 1,000.00 shall be rendered to the Contractor prior to start of work.  **10. RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment, including any payment for extra work, is not made to Contractor as agreed in this Contract. If any payment required under this Contract is not made when due, the Contractor may keep the Project idle until such time as all payments due have been made.  **11. PERMISSIBLE DELAYS:** Contractor shall be excused from any delay in the completion of the work to be performed under this Contract caused by acts of God, inclement weather, acts or omissions of Owner or of Owner’s agents, , material shortages, strikes or other labor troubles, acts of public utilities, acts of public bodies or inspectors (unless related to defects in Contractor’s performance), extra work, changes requested  by Owner, failure by Owner to make payments promptly, or other circumstances or contingencies unforeseen by Contractor and beyond Contractor’s reasonable control.  **12. EXTRA WORK AND CHANGE ORDERS:** If Owner or his agents or any public body or inspector directs any modification or addition to the work covered by this Contract, the Contract Price and time of performance shall be adjusted accordingly. Payments for extra work shall be made as the work progresses, concurrently with progress payments. Work or expenses necessitated as a result of Contractor encountering conditions at the Project site which (a) are subsurface or otherwise concealed conditions which differ materially from those indicated in the plans and specifications, or (b) are unusual and differ materially from those ordinarily encountered on construction activities of the kind described in the plans and specifications, shall be deemed extra work and shall be paid for by Owner in accordance with this Paragraph 12.  Contractor shall not be required to perform any extra or change-order work without prior written authorization of Owner, but Contractor shall be entitled to be paid for extra work whether authorization is given in writing or not. Signed change orders shall be incorporated into and become a part of this Contract. There shall be a **$000** administrative fee for each change order.  If Owner or his agents or any public body or inspector directs any modification or addition to the work covered by this Contract, the Contract Price shall be increased by the amount of Time and Materials expended therefor by Contractor plus **15 percent (%)** for overhead and profit. As used in this paragraph, “Time and Materials” means the sum of (a) Contractor’s labor computed at a rate of **$65** per man-hour and (b) the actual cost to Contractor of materials, equipment and subcontractors. Payments for extra work shall be made as the work progresses, concurrently with payments made under the payment schedule set forth in Paragraph 8 above.  **13. RELEASE OF MECHANICS’ LIENS:** Upon satisfactory payment being made for any portion of the work performed, Contractor shall, prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanic’s lien pursuant to **Section 3114 of the California Civil Cod**e, for that portion of the work for which payment has been made.  **14. OWNER INDEMNIFICATION:** The Contractor hereby agrees to hold the Owner harmless and to indemnify the Owner against any and all claims which may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Contractor, its agents or employees.  **15. CONTRACTOR INDEMNIFICATION:** The Owner hereby agrees to hold the Contractor harmless and to indemnify the Contractor against any and all claims which may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Owner, its agents or employees.  **16. ATTORNEY’S FEES:** In the event any arbitration or any action at law or in equity shall be brought on account of any breach of this Contract, or to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party its reasonable attorney’s fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered. | | | | |
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| **17. CONTRACTORS REQUIRED TO BE LICENSED:** Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.  At all times during this project, the Contractor shall carry General Liability Insurance covering residential construction, with total coverage of $2M General Aggregate and $1M Each Occurrence, and with Owner a named insured. Manifestation and claim periods shall be 10 years. Insurance provider shall be required to send notice of cancellation or non-renewal to Owner. The Contractor is responsible for sub-contractors carrying general liability insurance.  At all times during this project, the Contractor shall carry Workers Compensation Insurance, covering every worker of the Contractor. The Contractor is responsible for sub-contractors carrying workers compensation insurance. The Owner is not liable for injuries to workers during construction work.Worker’s compensation cannot be with the owner name insured, it will require owner to work for my company and get paid. Contractor will provide monthly reports to owner including all employees worked on this particular jobsite, or full report whichever is more convenient.  **18. OWNER’S RIGHT TO REQUIRE BOND:** Owner has the right to require Contractor to have a performance and payment bond. The expense of such bond may be borne by Owner.  **19. OWNER’S RIGHT OF CANCELLATION:** The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a copy of Attachment “C”, 'Notice of the Three-Day Right to Cancel’: [\_\_\_\_\_]  **In addition to the “Notice of the Three Day Right to Cancel”, the Owner may upon ten (10) days written notice terminate Contractor’s services under this agreement in which event all costs due Contractor (as herein provided for) must be paid by Owner to Contractor on or prior to the effective date of termination.**  **20. ACKNOWLEDGMENT:** Owner is entitled to a completely filled in copy of this agreement, signed by both the Owner and the Contractor, before any work may be started. Owner acknowledges receipt of a complete, signed and legible copy of this Contract: [\_\_\_\_\_]  **21. COMPLETE AGREEMENT:** This Contract constitutes the entire agreement between the parties. There are no other agreements, oral or written, pertaining to the work to be performed under this Contract. This Contract can be modified only by an agreement in writing signed by the parties.  **22. WARRANTY: All materials and equipment furnished under this contract will be new, unless otherwise requested by Owner. All work will be of good quality, free from faults and defects in material and workmanship, and in conformance with plans, specifications and building code requirements. The Contractor shall promptly correct all work that is defective or fails to conform to said requirements. Such obligation to institute corrections shall continue for one year from issuance of the Certification of Occupancy or such period of time (which may be longer) as may be prescribed by law.** | | | | |
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| Owner | |  | Contractor | |
|  | |  |  | |
| Owner Signature | |  | Contractor Signature | |
| Date: |  |  | Date: |  |
| **23. LIST OF DOCUMENTS TO BE INCORPORATED INTO THIS CONTRACT:**  \_X\_\_ Attachment “A”, Description of Work and Materials  \_X\_\_ Attachment “B”, List and Description of Lumber Materials.  \_X\_\_ Attachment “C”, Notice of Three Day Right To Cancel  \_X\_\_ Professional drawings and specifications   * Job Copy plan set (with Building Permit), including   + Architectural Drawings from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Design - address   + Structural Drawings from \_\_\_\_\_\_\_ Consulting Engineers , address   + Detailed drawings from Owner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   + D-1: First Floor Plan (revised dimensions vs A2.1)   + D-2: Second Floor Plan (revised dimensions vs A2.2)   + D-3: Basement Floor Plan (revised dimensions vs A2.3)   + D-4: Window and Door Table (revised vs A6.1)   + D-5: Porch Column Base Locations / Foundation Plan View   + D-6: First Floor Box Beam Plan View   + D-7: Front Elevation (additional details vs A4.1)   + D-8: Rear Elevation (additional details vs A4.1)   + D-9: Left Elevation (additional details vs A4.2)   + D-10: Right Elevation (additional details vs A4.2)   + D-11: Windows and Doors   + D-12: Gables   + D-13: Shingles   + D-14: Front Porch Cross Sections   + D-15: Front Porch Details   + D-16: Garage   + D-17: Portico (Rear Porch)   + D-18: Round Front Porch   + D-19: Light-wells   + D-20: Interior Stairs   + D-21: First Floor Ceiling Recessed Lights   + D-22: Birds Beak Template – Front Porch and Portico   + D-23: Birds Beak Template – Garage   + D-24: Birds Beak Template – Rear Porch Wings   + D-25: Birds Beak Template – Second Floor (why isn’t it the same as front porch??)   + D-26: Flashings   + D-27: First Floor Plumbing Plan   + D-28: Second Floor Plumbing Plan   + D-29: Bay Window Shims   + D-30: Fireplaces (Family Room and Basement) * Order or precedence of specifications   + Requirements specified in structural drawings take first precedence, unless a change has been agreed to by structural engineer and Owner. No architectural dimensions are to be implied by structural drawings except for minimum dimensions, ie structural drawings are not to scale.   + Detailed drawings (D-1 through D-28) take precedence over all architectural drawings and dimensions     - In particular, A6.1 is superseded by D-4 | | | | |
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| **NOTICES:**  **COMMERCIAL GENERAL LIABILITY INSURANCE (CGL):**   |  |  | | --- | --- | |  | This contractor does not carry commercial general liability insurance. | |  | This contractor is self-insured. | | X | This contractor carries commercial general liability insurance written by this insurance company:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   **WORKER’S COMPENSATION INSURANCE:**   |  |  | | --- | --- | |  | This contractor has no employees and is exempt from workers' compensation requirements. | | X | This contractor carries workers' compensation insurance for all employees with State Compensation Insurance Fund |   **NOTE ABOUT EXTRA WORK AND CHANGE ORDERS:**  Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. The Owner may not require a contractor to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order.  **MECHANICS LIEN WARNING:**  Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who  helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.  BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.  PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.  PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe. | | | | |
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| **INFORMATION ABOUT THE CONTRACTOR’S STATE LICENSE BOARD (CSLB):**    CSLB is the state consumer protection agency that licenses and regulates construction contractors.  Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.  For more information:  Visit CSLB's Web site at www.cslb.ca.gov  Call CSLB at 800-321-CSLB (2752)  Write CSLB at P.O. Box 26000, Sacramento, CA 95826. | | | | |
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