

BID-PROPOSAL

This form complies with professional standards in effect January 1-December 31

DATE:

PROPOSAL NO:

PROPOSAL SUBMIT TO:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
Construction To Begin: _____
Date Of Plans: _____ Architect: _____

WORK TO BE PERFORMED AT:

Name: SAMPLE
Address: _____ **•copyright abcaforms.com**
City: SAMPLE State: SAMPL Zip: SAM
Telephone: SAMPLE Fax: SAMPLE
Contract Completion Date: _____
Engineer: _____

We hereby propose to furnish all materials and necessary equipment, and perform all labor necessary to complete the following work
(Describe Labor, Material And Equipment To Be Furnished): SAMPLE

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications
submitted for above work and substantially completed in a professional manner for the sum of
_____ dollars (\$) with payments to be made as follows: SAMPLE

Respectfully Submitted;

Contractor's Name: _____
By: _____
Contractor's License #: _____

Address: SAMPLE
City/St: SAMPLE
Phone: SAMPLE Fax: SAMPLE

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal,
for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Signature: X Date: / / Signature: X Date: / /

TERMS AND CONDITIONS

1. CHANGES IN THE WORK. Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the contract price caused by such contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of ___% shall be the change in contract price. The Change Order may also increase the time within which the contract is to be completed. **SAMPLE**

No Extra or Change Order work shall be required to be performed without prior written authorization of the person contracting for the construction of the home improvement or swimming pool. Any Change Order forms for changes or Extra Work shall be incorporated in, and become a part of the contract.

2. RESPONSIBILITIES OF THE PARTIES. Contractor shall promptly notify the Owner of (a) subsurface or latest physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work. **SAMPLE**

The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. **SAMPLE**

Owner agrees to allow and provide Contractor and his equipment access to the property and provide toilet facilities.

The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

The Owner is responsible to remove or protect any personal property and Contractor is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. **SAMPLE**

The Owner will point out and warrant the property lines to contractor.

3. DELAYS. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, Extra Work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control. **SAMPLE**

4. PLANS & SPECIFICATIONS. If plans and specifications are prepared for this job, they shall be attached to and become apart of the agreement.

5. SUBCONTRACTS. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors. **SAMPLE**

6. FEES, TAXES AND ASSESSMENTS. Taxes and assessments of all descriptions will be paid for by Owner. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like. **SAMPLE**

7. COMPLETION AND OCCUPANCY. Owner agrees to sign and record a Notice of Completion within five (5) days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, then Owner hereby appoints

Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the contractor.

8. INSURANCE AND DEPOSITS. Owner will procure at Owner's expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance shall also name the Contractor and any subcontractors as additional insured, and to include sufficient funds to protect Owner, Contractor, subcontractors and construction lender as their interests may appear. Should Owner fail to do so, Contractor may procure such insurance as agent for and at the expenses of Owner, but is not required to do so. **SAMPLE**

If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid by the Owner as extra work. **SAMPLE**

Contractor shall carry Worker's Compensation insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's direction and persons on the job site at Owner's invitation.

9. RIGHT TO STOP WORK: Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement. Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment, when due, is a material breach of this agreement. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra and allow Contractor additional costs in accordance with paragraph one hereof.

10. CLEAN-UP. Contractor will remove from Owner's property debris and surplus material created by this operation and leave it in a neat and broom clean condition. **SAMPLE**

11. LIMITATIONS. No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of the project or cessation of work under this contract. **SAMPLE**

12. COMPLIANCE WITH LAWS. In connection with the performance by Contractor, pursuant to this agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations. **SAMPLE**

13. ATTORNEY FEES. In the event there is any litigation or arbitration arising out of this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs. **SAMPLE**

14. PAYMENT. Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the persons contracting for the Improvement a full and unconditional release from any claim or Mechanic's Lien, for that portion of the work for which payment has been made. **SAMPLE**

15. ASBESTOS AND HAZARDOUS WASTE. Unless the contract specifically calls for the removal disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or the Contractor may perform the work at contractor's option. Said work will be treated as an extra under the contract