BID - PROPOSAL

DATE: _____ **PROPOSAL NO:** _____

PROPOSAL SUBMITTED TO:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

Email: _____

Construction To Begin: _____

WORK TO BE PERFORMED AT:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

Email: _____

Contract Completion Date: _____

We hereby propose to furnish all materials and necessary equipment, and perform all labor and work necessary to complete the following work: _____

_____

(Describe Labor, Work, Material And Equipment To be Furnished)

_____

_____

_____

_____

_____

_____

_____

_____

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 completed in a substantial and good workmanlike manner for the sum of $ _____ (_____ dollars)

with payments to be made as follows: _____

_____

_____

You, the homeowner (buyer) or tenant have the right to require the contractor to furnish you with a performance bond. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed, shall be deemed a material breach of this agreement and entitles the contractor to damages.

Contractors are required by law to be licensed and regulated by the Contractor's 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, or call the CSLB at 1-800 - 321 - CSLB (2752) or visit the CSLB Internet Web site at www.cslb.ca.gov.

Respectfully Submitted:

Contractor's Name: _____

By: _____

Contractor's License #: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____

Approval of Proposal, and desire to have Contractor prepare formal agreement:

Date: _____ _____ _____

(Owner's Name) (Owner's Signature)

Note: This proposal may be withdrawn by us if not accepted within _____ days. If this Bid-Proposal is accepted, work will commence approximately on or about _____, and will be substantially completed approximately _____ days thereafter.

THIS BID-PROPOSAL IS NOT A CONTRACT. THIS BID PROPOSAL MAY ONLY BE ACCEPTED BY THE EXECUTION OF A WRITTEN CONSTRUCTION AGREEMENT SIGNED BY THE CONTRACTOR. NO CONTRACT IS FORMED UNTIL A SEPARATE WRITTEN CONSTRUCTION AGREEMENT IS EXECUTED.

SAMPLE

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NOTICE TO OWNER REGARDING MECHANICS LIEN LAW

(COMPLIES WITH CALIFORNIA CIVIL CODE)

MECHANICS LIEN WARNING

(HOME IMPROVEMENT CONTRACT MECHANICS LIEN WARNING)

HOME IMPROVEMENT CONTRACT 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 '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.

SAMPLE

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 Internet 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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