# Standard Form of Plumbing Bid and Contract

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Dated at	Date
Owner	Address
General Contractor or Owner's Agent	Address

The undersigned plumbing contractor offers and agrees to furnish all labor and materials necessary to install a plumbing and sanitary system or the alteration or repair of such a system, in and upon the premises located at \_\_\_\_\_\_

in the City of		County of	State of	
in accordance with the plans and specifications therefor bearing the signatures of the parties and attached hereto as of the date of the acceptance hereof, or,				and attached hereto as of the date of the acceptance hereof, or, if no
such plans and specifications are so attached, then, in accordance with the work to be performed as outlined in the space below, and which said premises are				
legally described	as being Lot _	Block	Tract or Tract No	as per map of the same recorded in Book
Page	of	Record	ds of	County, State of
Approximate dates when work will begin and when work will be completed				
Substantial commencement of the project shall be defined as (briefly describe)				

Contractors failure to substantially commence work, without lawful excuse, within twenty (20) days from the date specified above is a violation of the Contractors License Law.

If not otherwise specified herein, then the following plumbing fixtures and materials are to be furnished and installed, to wit:

TERMS

The above work to be performed subject to the terms and conditions herein contained for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_\_) payable as follows:

(1) \$	when	
(2) \$	when	

(3) and the balance when all of the work has been performed and materials installed, in accordance with this specification bid and contract:

-OR-

any other terms, time given, and conditions of payment which the parties may agree upon and which same shall be in writing and attached hereto and which shall be considered part of this document. It is provided, however, that in the event no other method of payment is agreed upon, then any and all compensation for work performed hereunder shall be due and payable upon the completion of the work to be compensated for.

### THIS OFFER AND AGREEMENT IS CONDITIONED AS FOLLOWS:

REASONABLE VALUE: The term reasonable value as mentioned herein shall be defined as: the plumbing contractor's cost of labor, materials and business overhead plus a reasonable net profit on such total cost.
EXTRA WORK: 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

EXTRA WORK: 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 nome improvement or swimming pool. Any change-order forms for changes or extra work shall be incorporated in, and become a part of the contract.
ORDINANCES: All work shall be done in accordance with the laws and ordinances of the community in which such work is done.
COMMENCEMENT AND CONTINUANCE OF WORK: Because of the instability of costs of labor and materials, the contract price of this agreement is based upon the understand-

4. COMMENCEMENT AND CONTINUANCE OF WORK: Because of the instability of costs of labor and materials, the contract price of this agreement is based upon the understanding that the plumbing contractor may commence work within 20 days from the date specified unless time limit is extended by mutual consent of all parties hereto in writing. It is also conditioned that the construction of the building will proceed in the usual manner without delay and as rapidly as similar buildings are usually constructed, and if there is any unusual delay in the construction of the building at any time during the progress of this agreement, then the plumbing contractor may, at his option, by notifying the acceptor in writing, claim reasonable additional compensation, which said additional compensation the other party or parties hereto agree to pay upon the completion of the herein projected work; or, the plumbing contractor may be relieved from all obligations to commence or continue said work any further, as the case may be, and be entitled to recover the reasonable value of the work done, if any, without completion of this contract, as well as other damages resulting from the delay, and the plumbing contractor shall be in no way liable for any damages whatsoever by reason of his refusal to start or continue such said work.

### THIS OFFER AND AGREEMENT IS CONDITIONED AS FOLLOWS: (Continued)

5. WORK STOPPAGES: If, after the work has been started, anything does occur that directly or indirectly prevents or otherwise delays the carrying on of the work as specified and over which the plumbing contractor has no control, the plumbing contractor shall immediately be entitled to and must be paid the full amount of the reasonable value of work that has been performed and material furnished as defined in paragraph 1, as well as other damages resulting from the delay.

6. PROMPT PAYMENT: The plumbing contractor enters into this contract upon the distinct condition precedent that the other party or parties hereto promises that any and/or all payments herein provided shall be promptly made at the respective times and in the manner herein set forth and if any and/or all payments herein provided are not made at the respective times and in the manner herein set forth with his work and shall in no way be liable for any damages whatsoever by reason of such refusal. In the event that the plumbing contractor ceases work for the reason above stated, the price mentioned for the completed work shall be disregarded and payment in full for all work performed and all material furnished as well as any other damages resulting from the cessation of work will be immediately due and payable; the value of such work done and materials furnished shall be the reasonable value as defined in paragraph 1.

7. ATTORNEY FEES: If suit or arbitration be brought by the plumbing contractor to enforce the terms of this contract, acceptor agrees to pay a sum to said plumbing contractor which the court may adjudge reasonable as attorney fees and costs.
8. PAYMENTS ON ACCOUNT: Any payment on account hereunder shall constitute an acceptance of the plumbing contractor's work for which such payment was made. Such acceptance shall be subject to approval of work by inspecting authorities.

 9. GUARANTEES: The plumbing contractor guarantees that all work provided for herein shall be done in a good and workmanlike manner. No guarantee is made however of any materials or fixtures after the same have been accepted. The plumbing contractor shall not be responsible for the costs of reinstalling fixtures or materials guaranteed by manufacturers.
10. WATER PRESSURES: All plumbing fixtures and materials installed are guaranteed to operate on water pressure of not less than twenty pounds (20 lbs.) and not exceeding eighty pounds (80 lbs.) per square inch. Where the water pressure exceeds 80 pounds per square inch the acceptor must protect himself by having a water pressure regulator installed at acceptor's own expense. In the event the water pressure exceeds 80 pounds per square inch and a water pressure regulator, not otherwise provided for herein, is installed at acceptor's order, such installation shall be an extra as provided in paragraph 2 above. 11. LOSS DURING CONSTRUCTION - JOB INSURANCE: The plumbing contractor shall not be held liable for any loss, damage or delay occasioned by fire, settling of building, strike or other causes beyond his reasonable control, and the acceptor and not the plumbing contractor shall during the progress of the work maintain full insurance on said work against

such losses or damage and the policy shall cover all work incorporated in the building and all material for the same in or about the premises, and shall be made payable to the parties 12. SEWER, WATER, GAS: Unless otherwise specified herein, the sewer, water and gas piping lines shall be stubbed out in accordance with the laws and ordinances as provided

 SEWER, WATER, GÁS: Unless otherwise specified herein, the sewer, water and gas piping lines shall be stubbed out in accordance with the laws and ordinances as provided in paragraph 3 above. If no law or ordinance prevails in the community of the structure herein concerned then, in that event, such piping shall be stubbed out at a point most convenient to the respective extension lines of such piping and within five feet of foundation line of the concerned structure.
CEMENT SLAB CONSTRUCTION: The acceptor on all cement slab construction work shall provide proper information for the guidance of the plumbing contractor in establishing the partition lines and floor levels. When partitions and floor levels are established by these parties they shall not be changed without due notice to the plumbing contractor. If ground work is started or any plumbing has been installed before such notice is given, any change from the original shall be charged for as an extra.
REQUIREMENTS OF PUBLIC BODIES: Unless specifically included, work does not include any changes or alterations from the drawings or specifications which may be required by any public body, utility or inspector. Contractor, at contractor's option, may alter specifications only so as to comply with requirements of Governmental Agencies having jurisdiction over same. Any alteration undertaken to further this end shall be treated as an extra.
PROTECTION OF OWNER'S PROPERTY: Owner agrees to remove or protect any personal property, inside and out, but not limited to carpets, rugs, drapes, furniture, shrubs, plantings and personal property and plumbing contractor shall not be held responsible for damage or loss of said items.
PREMISSIBLE DELAY: Plumbing contractor agrees to remove ow rake and adhere to the schedule as indicated. However, the plumbing contractor will not be responsible for delays beyond his reasonable length of time; disbursement of funds into a joint control or for any of the following: a joint control of esclow in that is contemplated in this agreentent, acts of regret of offission of owner's employee of owner's agent, acts of esclow in that is contemplated in this agreentent, 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 contractor, or holidays, or other causes beyond plumbing contractor's reasonable control. 17. HAZARDOUS SUBSTANCES: Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos or other hazardous material. The owner warrants that no such material is present. In the event that such material is encountered, the contractor shall immediately stop work and a change order extra will

be negotiated to cover the situation.

be negotiated to cover the situation. 18. ARBITRATION OF DISPUTES: If at any time, any controversy shall arise between plumbing contractor and Owner with respect to any matters in question arising out of, or relating to, this Agreement or the breach thereof, in which the parties do not promptly adjust and determine, said controversy shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. However, in the event that a claim is within the jurisdiction of the Small Claims Court, then the party claiming that amount may proceed in the Small Claims Court rather than arbitration. Any Claim filed in the Small Claims Court, shall not be deemed a waiver of the right to arbitrate if counter-claim in excess of the jurisdiction of the Small Claims Court is filed in a Municipal or Superior Court, then the party filing in Small Claims Court may demand arbitration pursuant to this paragraph.

"NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the 'Arbitration of Disputes' provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up judicial rights to discovery and appeal, unless those rights are specifically included in the 'Arbitration of Disputes' provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Business and Professions Code or other applicable laws. Your agreement to this arbitration provision is voluntary."

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the 'Arbitration of Disputes' provision to neutral arbitration.

I (We) agree to arbitration			
	initial	initial	
		ACCEPTANCE	
Accepted at (City)		,	State of
thisday of		(year) Acceptor	
Address		City/State/Zip	

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, Contrac-tors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

#### **RIGHT TO CANCEL**

"You, the buyer, may cancel this transaction at anytime prior to midnight of the third business day after the date of this transaction. <u>Or if this is a contract</u> that is for work following an earthquake, flood, fire, hurricane, riot, storm, tidal wave, or other similar catastrophic occurrence, you the buyer may cancel this transaction at any time prior to midnight of the seventh business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

## LIEN RELEASES

If this is a home improvement contract then 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 person contracting for the home improvement a full and Unconditional Lien Release from any claim or Mechanic's Lien pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.

YOU AS OWNER OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND. The cost of procuring this bond will be paid by the owner/tenant and is not included in this contract price.

Plumbing Contractor	
Authorized Signature	
Address	
City/State/Zip	
( ) Telephone No.	
Contractors License No.	Classification
Salesman	Registration No.