



James Caccia Plumbing Inc  
 917 N. Amphlett Blvd  
 San Mateo, CA 94401  
 www.cacciaplumbing.com  
 PHONE: (650) 288-1910  
 FAX: 650-342-5320

**BILL TO**

San Mateo Foster City School Dis 0017120  
 1410 South Amphlett Boulevard  
 San Mateo, CA 94402 USA

<b>ESTIMATE</b> <b>27936735</b>	<b>ESTIMATE DATE</b> Jun 29, 2018
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**Home Improvement Contract**  
 License #379364

**JOB ADDRESS**

316 36th Ave  
 316 36th Avenue  
 San Mateo, CA 94403 USA

**Job:** 27864920

**Completed Date:**

**Technician:** Moe Veimau

**DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED**

moe : kitchen sink drain repair

TASK	DESCRIPTION OF MATERIALS AND EQUIPMENTS	QTY
TMDRAIN	INTERIOR DRAINAGE WORK - AA: 000: INTERIOR DRAINAGE WORK - Perform expert plumbing work to the interior drainage as detailed below -Kitchen sink drain repair for two inch line -Length:10' -Depth:2' -Install new piping in ABS -Install new transitions couplings from plastic to castiron -Excavate and backfill as necessary -Excavate entire length of work -Remove and reinstate concrete -Haul away all contaminated soil -Haul in baserock for backfill -Build plastic barrier for dust control -Install Hepa Vac for clean air circulation -Remove counter top and cabinets -Reinstate counter top and cabinets -Disconnect and remove under sink drainage -Disconnect hot and cold water supplys -Install new hot and cold water supplys	1.00

-Reinstall existing sink once work is done

-NOTE:

flooring will need to be put back school district

-If cabinets can not be reinstalled because of condition (ware and tare) school district will need to replace Cabinets.

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**SUB-TOTAL**

\$16,943.00

**CONTRACT PRICE**

\$16,943.00

ALL PRICES INCLUDE PARTS AND LABOR.

**CREDIT CARD PAYMENT AUTHORIZATION**

Please pay total due amount. Thank you.

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Print Name below as it appears on credit card

Payment Type                      Credit Card #

EXP

CVC

Name on card

Signature

Remit to:

Amount Due:

**CONTRACT PRICE:** \$16,943.00  
**APPROXIMATE START DATE:** 6/27/2018  
**APPROXIMATE END DATE:** 6/27/2018

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**THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

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**YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.**

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### **INFORMATION ABOUT THE CONTRACTORS 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 website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

**CALL** CSLB at 1-800-321-CSLB (2752)

**WRITE** CSLB at P.O. Box 26000, Sacramento, CA 95826

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### **CUSTOMER AUTHORIZATION**

AUTHORIZATION TO PROCEED WITH WORK - I hereby authorize the herein described work at the listed contract price. Unless prior arrangements are made, payment is due upon completion. In the event that collection efforts are initiated against me. I shall pay for all associated fees at the posted rates. By the addition of my signature below, I agree that I have received a copy of this contract and all documents in the List of Documents to be Incorporated into the Contract, and that I have read, understand, and agree to the terms listed herein.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)**

This contractor carries commercial general liability insurance written by Berkley Assurance Company. You may call Berkley Assurance Company at 415-661-6500 to check the contractor's insurance coverage.

#### **WORKERS' COMPENSATION INSURANCE**

This contractor carries workers' compensation insurance for all employees.

Contract Amount \$16,943.00

Sign here

Date

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**You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

**LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT**

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS  
PERFORMANCE OF EXTRA OR CHANGE ORDER WORK  
MECHANICS LIEN WARNING  
TERMS AND CONDITIONS  
WARRANTY PAGE

**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.

**PERFORMANCE OF EXTRA OR CHANGE ORDER WORK:** You, the buyer, 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. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (i) the scope of work encompassed by the order. (ii) the amount to be added or subtracted from the contract; and (iii) the effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**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 Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

**Remember, if you do nothing, you risk having 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.

**THIS INFORMATION IS PROVIDED AS A COURTESY ONLY AND IS NOT INTENDED NOR SHOULD IT BE CONSTRUED AS LEGAL ADVICE. YOU SHOULD CONSULT AN ATTORNEY REGARDING YOUR RIGHTS, DUTIES AND LIABILITIES REGARDING MECHANICS' LIENS.**

**JAMES CACCIA PLUMBING, INC**  
**TERMS AND CONDITIONS**

**1. Responsibility of Buyer.** Buyer shall do the following: (a) make the work site accessible to the Company workers at agreed upon times; (b) provide water, electricity, gas, and sewer utilities within 75 feet of the work area prior to the commencement of work (c) disclose any dangerous or hidden conditions known to Buyer that would affect the Company's ability to do the work, such as damaged or fault plumbing or fixtures, the presence of mold, asbestos, hazardous waste, or rodent/pest infestations; and (d) remove and/or protect children, animals, furniture, vegetation, carpets, drapes and other property from the area of proposed work. Buyer represents that it has exercised reasonable diligence in obtaining and providing to Company all information regarding surface and subsurface conditions at and in the vicinity of the project site including, but not limited to, physical characteristics of the site, soil, geological and subsurface conditions, utility locations, topographical maps, reports of exploratory tests, electrical, gas, sewer lines, soil conditions, subsurface conditions and obstacles, condition of existing piping and condition and depth of existing concrete in the storm drain, to allow Company to properly evaluate the extent and character of the work required.

**2. Responsibility of Company.** Company shall perform its work in a competent and workmanlike manner. Company will leave the site in a neat, broom clean condition.

**3. Subcontractors.** Company may subcontract portions of the work to properly licensed and qualified subcontractors.

**4. Exclusions from Work.** Unless otherwise specifically provided in this agreement, Company will not perform the work of any non-plumbing trade, such as carpentry, plaster/wall work, electrical work, masonry, roofing, paving, etc., even if the work is necessary or incidental to the contracted work, or is necessary to restore the premises after the contracted work.

**5. Changes in Work.** If Buyer, public agency, special inspector, or construction lender requires any additions or modifications to the work, the contract price of the work shall be adjusted accordingly to reflect Company's increased labor and materials cost. If Buyer requires installation of plumbing fixtures supplied by Buyer, or requires Company's work be done in a non-standard manner, the contract price of the work shall be adjusted accordingly to reflect Company's increased labor and materials cost.

**6. Additional Fees.** If a building department or other public agency charges permit fees, inspection fees, or other fees, these shall be payable by Buyer as additional fees under this agreement.

**7. Payment.** Payment for any work is due immediately upon the completion of the work. Buyer shall pay Company interest at the rate of 1.5% per month on any outstanding unpaid amount from the date payment is due until paid in full. Company shall have the right to cease work while any payment due remains unpaid, and to terminate this agreement if any amount due remains unpaid after 30 days.

**8. Limited Warranty.** Company warrants its work and materials for the periods set forth on the attached warranty page. Company is not responsible for work performed or installed by other companies or for defects or failures caused by mistreatment or neglect by Buyer or other users. Company does not warrant existing plumbing, pipes or fixtures, or any connections made between new and existing plumbing, pipes and fixtures. Company does not warrant any work where Buyer directs that the work be done by a method not recommended by Company. Company does not warrant any plumbing fixture finish other than chrome. Company does not warrant any plumbing fixtures supplied by Buyer or third party, or Company's work to install such fixtures. This limited warranty is the only express warranty Company gives. Implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are limited to a duration of ninety (90) days from the date of completion of work. To the extent Company was provided the design by Buyer for the project, Company does not warrant and shall not be liable for the design of the project. Company does not warrant and shall not be liable for any failure of the scope of work of Company that is not due to the performance of work by the Company, but due to unknown physical conditions or other conditions at the project site of an unusual or unexpected nature, or soil subsidence, ground movement, mudslides, water or other earth erosion, manmade or natural blockage of the storm drain, or any other naturally occurring phenomena at the project site such as vegetation, wind, rain, dirt, storm debris, etc.

**9. Claims Under Limited Warranty.** BUYER SHALL TELEPHONE OR EMAIL COMPANY WITH A LIMITED WARRANTY CLAIM WITHIN 24 HOURS OF DISCOVERING ANY PROBLEM WITH THE COMPANY'S WORK COVERED BY THE WARRANTY. IF BUYER FAILS TO DO SO, COMPANY SHALL NOT BE LIABLE FOR DAMAGES OR REPAIR COSTS RESULTING FROM THE DELAY IN CONTACTING THE COMPANY.

**10. Unforeseen Conditions.** If conditions are encountered at the job site which are unforeseen, and which materially affect the amount of labor and materials necessary to complete the work, Buyer agrees to pay for any additional labor and materials expended by the Company in response to such unforeseen conditions. Such unforeseen conditions may include, but are not limited to, large rocks, hard soils, extremely wet soils, or concealed and unusually placed structural elements, plumbing or sewer areas.

**11. Asbestos, Hazardous Materials, and Severe Rodent/Pest Infestations.** Company is not responsible for remediating or removing asbestos, hazardous materials, or severe rodent/pest infestations ("Dangerous Conditions"). If any of these Dangerous Conditions are encountered, all work by Company shall be suspended, and Buyer, at Buyer's expense, shall cause such Dangerous Conditions to be removed or remediated by third party contractors in accordance with all applicable laws. Buyer shall give Company reasonable notice of the completion of such removal or remediation of the Dangerous Conditions, and only then shall Company have the duty to complete the work. If Buyer fails to remove or remediate such work within one year, Company shall have the right to terminate this contract by giving Buyer written notice.

**12. Water Pressure.** All plumbing fixtures and materials are intended to operate under water pressure not exceeding 80 pounds per square inch. If Buyer's water pressure is found to exceed this amount, Company may notify Buyer of this problem and of the need for Buyer to install a water pressure regulator. If Buyer fails to agree to install a water pressure regulator at Buyer's expense, then Company may terminate this agreement. Upon such termination, Buyer shall pay Company for all work done by the Company up to the termination.

- 13. Electronic Locating.** Electronic locating of hidden plumbing is not always accurate. Buyer will hold Company harmless from any claim, loss or damage resulting from an electric locating procedure.
- 14. Roof Vents and Other Roof Work.** Due to worker safety concerns, Company will not clean any drain or sewer lines through a roof vent, or perform any other work requiring Company workers to perform work while on a roof.
- 15. Plumbing Fixtures.** All plumbing fixtures will be builder's grade unless otherwise specified.
- 16. Limitation of Liability.** Company's liability to Buyer under this contract for breach of contract, negligence, or any other legal basis for liability shall not exceed the price charged by Company to Buyer. In no event shall Company be liable for any incidental or consequential damages, including lost profit.
- 17. Limitation on Time for Legal Action.** Any lawsuit brought to enforce the provisions of this agreement shall be brought within two years after the completion of the work, or, if the work has ceased or been suspended, within two years after such cessation or suspension.
- 18. Attorney's Fees.** In the event of any action or proceeding to enforce the terms, conditions or performance of this agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.
- 19. Entire Agreement.** This agreement represents the entire agreement between Buyer and Company, and supersedes any other agreement, oral or written. This agreement may only be amended by a writing signed by Company and Buyer.
- 20. Severability.** If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining provisions of this agreement shall remain in full force and effect.
- 21. Governing Law.** This agreement shall be governed by the laws of the State of California.

**JAMES CACCIA PLUMBING, INC**  
**WARRANTY PAGE**

**James Caccia Plumbing, Inc. guarantees our workmanship and the quality of all materials used. All warranty work will be void if water pressure exceeds 80 lbs. The warranty is not transferable.** The warranty is valid provided all items in the Terms and Conditions are fully adhered to. See Terms and Conditions for details on all warranties.

**James Caccia Plumbing, Inc. does not warranty owner or customer supplied parts.**

<b>Trenchless Sewer Work - HDPE</b>	Labor: 1 year - Material: 10 years (Excluding Ground Movement)
<b>Drain line replacement</b>	Labor: 1 year - Material: 5 years (Excluding Ground Movement)
<b>Garbage Disposers</b>	Manufacturer Service Warranty
<b>Drain &amp; Sewer Cleaning</b>	90 Days - No warranty on root stoppages
<b>Hydro-Jetting of Drain Lines</b>	90 Days - No warranty on root stoppages
<b>Water Heaters – Residential</b>	Labor: 1 year - Manufacturer Parts Warranty
<b>Water Heaters – Multi Unit or Com</b>	Labor: 1 year - Manufacturer Parts Warranty
<b>Copper Water Lines</b>	Labor: 1 year - Material: 15 years
<b>All Other New Installations</b>	Labor: 1 year - Material: 1 year
<b>All Repairs</b>	Labor: 90 days - Material: 90 days

**Extended Warranties are available at additional cost.**

**Keep this warranty along with the contract to warranty work performed.**