

# AMERI-CAL

## REPIPE & PLUMBING, INC.

CA Lic. 928649 Class C36 - Plumbing

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# HOME IMPROVEMENT CONTRACT

(Business & Professions Code §7159)

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.

|   |                                       |  |         |
|---|---------------------------------------|--|---------|
| JOB ADDRESS                                       |                                       | BILLING ADDRESS                              |         |
| DATE OF SALE <u>03/30/23</u>                      | SALESPERSON <u>Jonathan Vannarath</u> | <input type="checkbox"/> SAME AS JOB ADDRESS |         |
| OWNER'S NAME <u>Investors Property Management</u> |                                       | NAME   |         |
| JOB ADDRESS <u>28450 Evening Breeze Dr.</u>       |                                       | ADDRESS                                      |         |
| CITY, ST, ZIP <u>Yorba Linda</u>                  |                                       | CITY, ST, ZIP                                |         |
| MOBILE #  | HOME #                                | WORK #                                       | PHONE # |
| EMAIL   |                                       |  | EMAIL   |

THE ABOVE ADDRESS IS TO BE USED WHEN SUBMITTING A "NOTICE OF CANCELLATION" OR ANY CHANGES IN THE WORK TO BE PERFORMED  
 DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED

| PIPE USED: UPONOR WIRSBO PEX PIPE - USA MADE COPPER PIPE   | BATHROOM # 1               | VERTICALS  | WALL SIDE              | COMMENTS   |
|--|----------------------------|--|------------------------|--|
| Type Of Piping: <u>PEX</u> COPPER L K OTHER: _____   | <u>SINK A</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>2 handle valve - closet access</u>  |
| Foundation: <u>RAISED</u> <u>SLAB</u> MIXED  | <u>SINK B</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Crawl / Attic Clearance: <u>GOOD</u> <u>FAIR</u> TIGHT NONE  | <u>TOILET</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| # Of Levels: 1 <u>2</u> 3 4 5 6 OTHER _____  | <u>BIDET</u>               | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| # Of Units: <u>1</u> 2 3 4 5 6 OTHER _____   | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| MAIN LINE  | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| Existing Main line: <u>COPPER</u> GALV. / PVC / OTHER: _____ SIZE: <u>1"</u>   | BATHROOM # 2               | VERTICALS  | WALL SIDE              | COMMENTS   |
| Replacing Main line: YES / <u>NO</u> Size: 3/4" 1" 1-1/4" 1-1/2" 2" Other: _____   | <u>SINK A</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Upstairs guest bath</u>   |
| Type Of Piping: <u>COPPER</u> L K PVC OTHER: _____   | <u>SINK B</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Length: 10' 20' 30' 40' 50' 60' 70' 80' 90' 100' OTHER: _____  | <u>TOILET</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>2 handle valve</u>  |
| Pressure Reg. <u>NONE</u> PSI <u>NEW</u> EXISTING  | <u>BIDET</u>               | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Main Shut-Off Valve: <u>BALL</u> GATE <u>NEW</u> EXISTING  | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| Hose Bib (s) Total: <u>None</u> New <u>Existing</u> REGULATED _____ UNREGULATED _____                                    | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| Tie-In Existing Sprinkles: <u>NONE</u> FRONT BACK SIDE: LEFT / RIGHT   | BATHROOM # 3               | VERTICALS  | WALL SIDE              | COMMENTS   |
| Hydro-Boring: <u>NONE</u> SIDEWALK DRIVEWAY OTHER _____  | <u>SINK A</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Master Roman Tub Valve - no access unless we cut into tile (re-connect to existing) copper lines in ceiling</u> |
| Concrete/Asphalt Cutting: <u>NO</u> YES LENGTH: _____  | <u>SINK B</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Concrete/Asphalt Patching: <u>OWNER</u> CONTRACTOR <u>NONE</u>   | <u>TOILET</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| MISCELLANEOUS  | <u>BIDET</u>               | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Insulation Of Pipes: Yes / No - <u>Hot / Cold</u> <u>AS REQUIRED BY CODE</u>   | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| Relocate Water Heater: Yes / <u>NO</u> STRAP-TPR-LINE-GAS-PAN-VENT-STAND-VENT-SHED-SLAB                                  | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| New Water Heater: Yes / <u>NO</u> size: 30 40 50 60 75 100 other: _____  | BATHROOM # 4               | VERTICALS  | WALL SIDE              | COMMENTS   |
| Recirculation Line: Yes / <u>NO</u>  | <u>SINK A</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Pipe Size: <u>1/2"</u> 3/4" 1" OTHER: _____  | <u>SINK B</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Pump/Timer: <u>None</u> Existing New   | <u>TOILET</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| 1/4 Turn Shut Off Valves & Stainless Steel Braided Supply: <u>Yes</u> / No   | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| Lines Under Sinks & Toilets: <u>Yes</u> / No   | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| Install _____ New Valves at Tub/Shower(s) BY _____   | BATHROOM # 5               | VERTICALS  | WALL SIDE              | COMMENTS   |
| Install _____ New Valves at Shower(s) BY _____   | <u>SINK A</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Install _____ New Valves at Tub(s) BY _____  | <u>SINK B</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Electrical/Ground: <u>OWNER</u> CONTRACTOR NONE  | <u>TOILET</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Patching By: <u>OWNER</u> <u>CONTRACTOR</u> NONE   | <u>BIDET</u>               | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| Permit By: <u>OWNER</u> <u>CONTRACTOR</u> NONE   | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| TUB / SHOWER VALVE KITS (DELTA or EQUAL VALUE) @ \$ _____ EACH (BASIC) OR \$ _____ EACH (DELUXE) # _____ * _____ = _____ | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| ADDITIONAL NOTES   | BATHROOM # 6               | VERTICALS  | WALL SIDE              | COMMENTS   |
| <u>PEX Re-pipe - \$8400.00</u>   | <u>SINK A</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| <u>Includes Drywall &amp; Stucco Patch (no Paint) + City Permits</u>   | <u>SINK B</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| <u>Optional:</u>   | <u>TOILET</u>              | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| <u>- Provide &amp; Install New 50 Gallon H2O Heater - \$1600.00</u>  | <u>BIDET</u>               | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    |  |
| <u>- Provide &amp; Install New Tub/shower valves &amp; Trims</u>   | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
| <u>3 X 275.00 = \$825.00</u>   | <u>TUB / SHOWER</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | Existing New Repair Plate Contractor / Owner   |
|  | KITCHEN AREA               | VERTICALS  | WALL SIDE              | COMMENTS   |
|  | <u>Kitchen #1</u>          | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Deck-Wall</u>   |
|  | <u>Kitchen #2</u>          | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Deck-Wall</u>   |
|  | <u>Dishwasher shut off</u> | <u>none / new / existing</u>                     | <u>UNDER KIT. SINK</u> |  |
|  | <u>R.O. FILTER</u>         | <u>none / new / existing</u>                     | <u>UNDER KIT. SINK</u> |  |
|  | <u>Refrigerator Line</u>   | <u>none / new / existing</u>                     | <u>UNDER KIT. SINK</u> | <u>BEHIND REFRIGERATOR ANGLESTOP RECESS BOX</u>  |
|  | LAUNDRY AREA               | VERTICALS  | WALL SIDE              | COMMENTS   |
|  | <u>Washing Machine</u>     | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Anglestop - Recess Box</u>  |
|  | <u>Laundry Sink # 1</u>    | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Deck-Wall</u>   |
|  | <u>Laundry Sink # 2</u>    | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Deck-Wall</u>   |
|  | <u>Bar Sink # 1</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Deck-Wall</u>   |
|  | <u>Bar Sink # 2</u>        | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Deck-Wall</u>   |
|  | <u>W. Heater # 1</u>       | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>TANK SIZE 50 TANKLESS</u>   |
|  | EXISTING / NEW             | STRAP-TPR-LINE-GAS-PAN-VENT-STAND-VENT-SHED-SLAB |                        |  |
|  | <u>W. Heater # 2</u>       | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>TANK SIZE TANKLESS</u>  |
|  | EXISTING / NEW             | STRAP-TPR-LINE-GAS-PAN-VENT-STAND-VENT-SHED-SLAB |                        |  |
|  | <u>W. Softener</u>         | <u>In Wall / Exposed</u>                         | <u>Front / Back</u>    | <u>Existing New</u>  |

THIS PROPOSAL IS GOOD FOR 60 DAYS.

|  |    |   |
|--|----|---|
| CONTRACT PRICE   | \$ | I hereby authorize the work described above and agree to the terms and conditions as stated on both sides of this form. I agree to pay full for all work, goods and services received.  |
| 10% DOWN PAYMENT   | \$ |   |
| 85% WHEN PIPING IS INSTALLED   | \$ |   |
| 5% UPON FINAL COMPLETION   | \$ |   |
| THE DOWN PAYMENT MAY NOT EXCEED \$1,000.00 OR EXCEED 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS. |    | DATE  |
|  |    | SIGNATURE   |
|  |    | Any work not specifically outlined on this contract will not be performed without prior written authorization of a Change Order; the crew supervisor will write up time / materials required to fulfill the tasks, to be sign by the homeowner. |
|  |    | DEPOSIT PAID BY: <input type="checkbox"/> CHECK # <input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> OTHER   |

Price includes all labor, parts, materials, and taxes. Texture match will be as close as possible when included in the contract.

NOTE: All wallpaper, painting tile, electric grounds, grounding rods and shear wall will be the responsibility of the homeowner. Contractor is not responsible for pre-existing fixtures, parts, sprinkler systems, drains pipes, etc. that fail or break during or after the reipe, or for any animal damage to any part of the piping system, or hazardous material inspections and / or abatement. Any furnitures, appliances, or objects that need to be moved due to the job, will be the responsibility of the homeowner, and not Ameri-Cal Repipe & Plumbing Inc. It is the responsibility of each homeowner to move appliances that are in the way (Refrigerator, Washing machine, mirrors, pictures, sofa, etc). If this can not be done by you Ameri-Cal will move these items for you, but will take no responsibility for any damages that may occur to the appliances, flooring, cabinets, walls, etc. Repairs or corrections of all items above this contract are at homeowner's additional expenses.

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 DOWN PAYMENT.** Once payment has been made for any portion of the work, the Contractor must, prior to any further payments being made, furnish to the owner and a full and unconditional release for any claim for mechanic's lien for the portion of the work for which payment has previously been made.

**Approximate Start Date:** \_\_\_\_\_ **Approximate Completion Date:** \_\_\_\_\_

Substantial commencement of the work shall mean when the first installation of work or delivery of materials occur at the Project.

**Commercial General Liability Insurance (CGL):** The contractor does not carry commercial general liability insurance. The Contractor's shops (who perform the actual work) carry commercial general liability insurance.

**Worker's Compensation Insurance:** The Contractor carries worker's compensation insurance for all employees.

**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 the Contractor to perform extra work without written authorization. A change order is not enforceable against the Owner unless the Change Order identifies the following in writing; (a) the scope of work; (b) the amount to be added or subtracted from the contract; (c) the effect the change order may have on the progress payments or completion date. However, Contractor's failure to provide the foregoing information does not preclude Contractor recovery based on legal or equitable remedies designed to prevent unjust enrichment.

## TERMS AND CONDITIONS

**Waiver of Subrogation:** The Owner and Contractor waive all rights against each other and any of their subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the work, except such rights as they had to proceed of such insurance held by the Owner as fiduciary. Policy shall provide such waivers of subrogation by endorsement or otherwise.

**Basic/High-end tub/shower valves:** A basic valve is defined as having a maximum of one sower head, one tub spout, one face plate and one hot and cold valve for under \$300. A high-end valve consist of additional parts or attachments, multiple shower heads, etc., or is a basic valve costing more than \$300.

**Unforeseen Conditions:** All hidden, concealed, or unforeseeable conditions, including code violations, that must be repaired, corrected, replaced, or overcome, shall result in a Change Order to the work. Unforeseeable shall be defined as that condition which a reasonable and prudent licensed contract would not have seen.

**Right to Stop Work:** Contractor shall have the right to cease work on the project if any amount due to Contractor has not been paid when due.

**Right to Cancel:** Contractor reserves the right to cancel this contract for any reason.

**Permits:** Contractor shall obtain and pay for all required building permits. Owner shall be responsible for all taxes, assessments and charges required by public agencies.

**Subcontractor:** All or a portion of this project may be subcontracted.

**Attorneys Fees:** In any dispute relating to the interpretation or enforcement of his Agreement, the prevailing party shall be entitled to its costs and attorney's fees.

**Bankruptcy:** If either party files for Bankruptcy or makes an assignment for creditors, the other party has the right to cancel this Agreement.

**Assignment:** Neither party shall assign its rights or delegate its duties under this Agreement without prior written consent of the other.

**Delay:** Contractor shall be excused for any delay and may be entitled to an increase in the Contract Time due to any of the following events provided that such event is beyond the reasonable control of Contractor; (i) acts of God including, but not limited to, wind, rain, flood, storm, landslide, subsidence, and earthquake, (ii) acts of neglect of Owner (iii) failure of Owner to promptly process submittals, payment applications, or change orders; (iv) delays caused by work which is not the responsibility of Contractor; (y) acts of neglect of separate contractors employed by Owner; (vi) delays caused by public utilities or government or public bodies of their agents, (vii) materials or embargoes; (viii) labor troubles, labor slow down, strikes, union activity causing reduction in productivity, none of which is caused or aggravated by Contractor; ((ix) fire; (x) delays in transportation; (xi) changes ordered in the Work; (xii) wrongful failure of Owner to make payments to Contractor, its employees, agents, and subcontractors.

**Bonds:** Owner has the right to require the Contractor to have a payment and performance bond and that the expense of the bond may be borne by the Owner.

**Corrective or Repair Work:** If corrective or repair work of a minor nature remains undone by contractor after the project is ready for occupancy, the contractor shall perform the work expeditiously and Owner shall not withhold any payment pending completion of such work. Contractor is not responsible for damages to fixtures or appliances that result from water, gas, or electrical shut off. If major items of corrective or repair work remain undone after the building is ready for occupancy, the cost of which aggregates 10% of the gross contract price, the owner, pending completion of the work may withhold payment of a sufficient amount to pay for the completion of work, but shall not withhold any greater amount.

**Repossession of Materials:** Title to all materials incorporated in project shall remain in contractor until owner has made all payments required under this contract. If owner fails to make such payments, contractor shall be entitled to retake possession of such materials, whether incorporated in the job by contractor or its subcontractors and regardless of any damage to the structure or to owner's property that such repossession might entail.

**Final Payment Waives Claim:** The owner, by making final payment under this contract, waives any claim that it may have against the contractor for any damages from the defects that are known to the owner or are apparent from reasonable inspection at the time final payment is made. A final conditional waiver of lien must be provided to owner (if desired) at final payment.

**Three Day Right to Cancel:** You, the Owner, have the right to cancel this contract within three business days. You may cancel by e-mail, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed the signed copy of the contract and this notice.

If you cancel, the Contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the Contractor's instructions on how to return the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under this contract.

Owner Initials \_\_\_\_\_