



Erwyn's Plumbing

P.O. Box 1665, Richmond, CA 94802

(510) 860-0802 CSL 1050217

Email: erwynsplumbing@gmail.com

Upper Sewer Lateral Proposal and Contract

Date: 5-5-2023

Contract No: 10-4229

To: Herta M. Gruska

Job Address: 1345 Parker St., Berkeley, CA

Telephone: (925)899-5183

Email: oneamericagroup@gmail.com

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:

Replace 48 ft. sewer line existing pipe in the right side house exit cleanout to the sidewalk 4 in. cleanout city connection to Parker St. (trenchless) method SDR17 pipe SDPE to the right side of the house pipe exit 4 in. cleanout and break the concrete and digging the two areas and install one cleanout in the pipe exit and the second cleanout in the sidewalk. This job includes material and labor and includes permits for City of Berkeley and past inspections to get the certificate. This job will approximately take 2 days.

Erwyn's Plumbing will not be held responsible for any damages to vegetation that may occur during construction. Work performed guaranteed 5 years. Initial 10% non-refundable deposit due at acceptance of project proposal. Final payment due same day of completion of your project. We accept Check, Visa, Mastercard, Discover and American Express with 3% convenience fee.

LIST OF DOCUMENTS to be Incorporated into the Contract or Attachments: Notice of Cancellation; Arbitration of Disputes; Mechanics Lien Warning; Information about Contractors State License Board; Notice concerning commercial general liability insurance and workers compensation is attached to this contract.

Contract Price: \$4,000

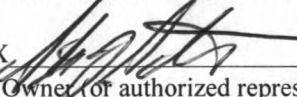
Deposit: \$400

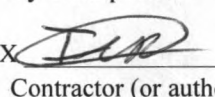
THE SCHEDULE OF PROGRESS PAYMENTS: Balance of \$3,600 to be paid after completion of work.

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 DOWNPAYMENT)

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.

By signing below, each party agrees to the Terms and Conditions of this Agreement, including any attachments. The Owner (or Owner's Representative) authorizes the work to be performed and has received the required Notices to Owner. This contract is not enforceable until signed by both parties:

X  Dated: 5/05/23
Owner (or authorized representative)

X  Dated: 5/05/23
Contractor (or authorized representative)

Contractor submits for final payment as indicated in the contract, all payments are due including any payments retained. Making of final payment constitutes waiver of all claims by Owner against Contractor except those claims previously made in writing and delivered to Contractor, and/or those obligations otherwise provided by this agreement or by operation of Law.

Right to Stop Work. Contractor shall have the right to stop work if any payment by Owner/Tenant remains unpaid and is due as required under this contract. Contractor may keep the job idle until all payments due are received. Such failure to make payments, when due, is a material breach of this Agreement. If payment(s) remain due and unpaid past 7 days after request for payment, contractor may cease work until such time payment is made.

Insurance. Owner/Tenant agrees to maintain for the protection of their property basic fire insurance with course of construction, vandalism and/or malicious mischief. If any loss, the beneficiary of insurance under any deed of trust covering the project, the insurance is to name the Contractor and his subcontractors and construction lender as their interests may appear. If the project is destroyed or damaged by disaster, accident or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project, including any loss of equipment or material of Contractor, and rebuilding or restoring the project shall be paid for by Owner/Tenant as extra work. Contractor shall carry Workers Compensation Insurance for the protection of the Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner/Tenant's discretion and persons on the job site at Owner/Tenant's invitation.

Limitations, Validity and Damages. Except as law provides, no action 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 or cessation of work under this contract. In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions shall not be impaired thereby. Any damages for which Contractor may be liable to Owner/Tenant shall not, in any event, exceed the cash price of this contract.

Asbestos, Lead, Mold, and other Hazardous Materials. Owner/Tenant hereby represents that Owner, Owner's representative, or Tenant has no knowledge of the existence on or in any portion of the premises affected by the Project such as asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials, if detected at jobsite, shall be at the expense of the Owner. If the contractor determines it as hazardous material, work will be ceased on that portion of work until corrected, at no expense to the contractor.

Unknown Conditions. Contractor shall promptly notify the Owner/Tenant of (a) subsurface or latent physical conditions at the job site differing materially from those indicated on the contract, or (b) ordinarily 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 the Owner/Tenant as added work.

Disputes. Any disputes arising out of or relating to this contract or the work performed or contract breach thereof which cannot be resolved between the owner and contractor, at the election of the Contractor, shall be settled by mediation, and if further unsettled, by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This does not, however, prevent the Contractor from pursuing all legal options.



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