

Standard Form of Plumbing Bid and Contract

Form C-35
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Dated at _____ Date _____

Owner _____ Address _____

_____ Address _____
General Contractor or Owner's Agent

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, 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 _____ Records 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:

1. 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.
2. 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 improvement or swimming pool. Any change-order forms for changes or extra work shall be incorporated in, and become a part of the contract.
3. ORDINANCES: All work shall be done in accordance with the laws and ordinances of the community in which such work is done.
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.

(OVER)

