



# HOME IMPROVEMENT CONTRACT

EXCAVATION PROPOSAL

Roto-Rooter Services Company

For Service Please Call 1-800-GET-ROTO (438-7686)  
 5717 BRISA ST  
 LIVERMORE CA 94550

Date 09/20/2022

Ticket No. 24366777

See Binding Terms on the Following Page

Proposal Submitted To		Work To Be Performed At	
Name	DIABLO VIEW MIDDLE SCHOOL	Name	DIABLO VIEW MIDDLE SCHOOL
Street	300 DIABLO VIEW LN	Street	300 DIABLO VIEW LN
City	CLAYTON	City	CLAYTON
State	CA ZIP 94517	State	CA ZIP 94517
Telephone Number	9255428101	Telephone Number	9255428101
Email Address	lundho1mp@mdusd.org	Email Address	lundho1mp@mdusd.org

**Roto-Rooter hereby proposes to furnish all the materials and to perform all the labor necessary for the completion of:**  
 (Include make and model of materials and necessary labor, and state anticipated contingencies that would materially alter the estimated completion date.)

ROTO-ROOTER to complete a spot repair in 2" copper water line under concrete outside of the office to the right of front door (approx 5' down). The water line leak is right at the edge below the window. There's a big possibility ROTO-ROOTER will need to open up the floor on the inside if the entire repair can't be completed from the outside. If this is the case the project will jump from 2 days to 4 days and cost \$42,132.14 total. This estimate is for ROTO-ROOTER to replace up to 2' of the 2" water line with copper pipe. There's a chance the damaged line may exceed 2' but we won't know until we expose the pipe. If more line needs to be replaced, ROTO-ROOTER to submit a change order for additional time and materials. Upon completion of repair, and Roto-Rooter to backfill the work done proper inspections to be completed from final sign off. Upon final inspection, Roto-Rooter to backfill and compact as necessary. ROTO-ROOTER to replace concrete that was removed to a rough finish this Agreement.

- Balance of the cost upon completion of the job. (\$\_\_\_\_\_)
- **The down payment may not exceed \$1,000 or 10 percent of the contract price, whichever is less.**
- Financing available to residential customers. Visit [rotorooter.com/financing](http://rotorooter.com/financing) for more details and to apply.

Customer Initials

2.

If we cannot video or inspect the complete sewer line, we will give you a price to repair the section that we believe is causing the restriction. After we have uncovered that area, we will attempt to inspect the rest of the sewer line. If additional work needs to be done, or a complete sewer line replacement is required, we will propose a price to properly complete the work. The price for the additional work may be significantly higher than the original proposal. If you decide not to proceed with additional work we propose, you will permit us to complete our work and back fill any excavation.

Customer Initials

3.

If material deviation from the work described above is required or customer requests additional or different work be performed, the parties will agree on an additional charge and sign a new written work description before Roto-Rooter begins the new work.

4. The approximate starting date is 9/24/2022, and the approximate substantial completion date 9/25/2022

is \_\_\_\_\_ Neither date is guaranteed. Unexpected conditions or problems could cause delays. A definite completion date is not of the essence.

- Roto-Rooter guarantees that all materials will be as specified above and that all work will be completed according to standard practice and in a good, workmanlike manner.
- Customer will provide all necessary easements and rights of way. Unless specifically stated otherwise above, (a) Roto-Rooter is not responsible for the removal of trees, sprinkler systems, underground and above ground fencing, rocks, sidewalks or driveways; unforeseen underground conditions like high water table or poor soil conditions; damage to unmarked public or private utilities; or the repair of streets, sidewalks, damaged sprinkler systems, unmarked public or private utilities, and the like, (b) Roto-Rooter will back fill and grade the excavated area to ground level and mound it to allow for settlement, and (c) Customer is responsible for all landscaping repairs or replacements required following completion of the job. Roto-Rooter is not responsible for damage resulting from poor weather.
- THE TERMS AND CONDITIONS OF THIS PROPOSAL WILL BE BINDING ON THE PARTIES.
- This proposal may be withdrawn by Roto-Rooter if not accepted within 3 days. This proposal constitutes the entire agreement between the parties, and no modifications will be valid unless in writing and signed by both parties.

Respectfully submitted:

DocuSigned by:

Patricia Peacock

Representative Signature

Patricia Peacock

Printed Name

09/20/2022

Date

### WORK ORDER AUTHORIZATION

I have asked Roto-Rooter to provide the services indicated and agree to pay the amounts specified. I have read and agree to the terms contained in this agreement, including the limits on Roto-Rooter's responsibility specified in those terms. The law requires that Roto-Rooter give you a notice explaining your right to cancel. Initial if Roto-Rooter has given you a "Notice of the Three-Day Right to Cancel."

Initials:

Note: You have the right to require Roto-Rooter to have a performance and payment bond; however, Roto-Rooter can charge you for the cost of procuring a bond. Statutory Notice of Cancellation, if applicable, may be sent to Roto-Rooter Services Company,

DocuSigned by:

Customer's Signature

DIABLO VIEW MIDDLE SCHOOL

Printed Name

09/29/2022

Date

Roto-Rooter Services Company  
Terms and Conditions

The following terms apply to all work performed by Roto-Rooter Services Company or its affiliates (“us”) for the customer indicated on the front of this form (“you”).

1. **Your Responsibilities.** You agree to (a) remove any hazards, obstructions or dangerous conditions around the job site not caused by our work, (b) limit access to the job site so that people not working on our job are not exposed to dangerous conditions relating to our job, (c) place appropriate warnings to warn of dangerous conditions when we are not on the job site, and (d) provide us with adequate access.

2. **Exceptions to Our Responsibilities.** WE ARE NOT RESPONSIBLE FOR (a) personal injury, property damage or other damage or loss to you or others arising out of our work, except to the extent caused by our negligence or failure to perform the work in accordance with the contract between us; (b) DEFECTIVE, DAMAGED, OR DETERIORATED LINES, MOLD, LEAD PIPING, OR OTHER UNEXPECTED OR UNDISCLOSED CONDITIONS, AND THE CONSEQUENCES OF SUCH CONDITIONS, INCLUDING DELAYS, BROKEN FIXTURES OR LINES, AND LODGED EQUIPMENT (if we encounter such a condition, we may stop work, and you will pay us a reasonable charge for the work performed); (c) the time required to complete our work with reasonable diligence; (d) unless explicitly stated in writing, any damage necessary to complete our work, including damage to landscaping, walls, painting, tile or concrete or similar items; (e) damage caused by the removal of any clean out, drain cover or cap; or (f) tasks we perform in accordance with your specific instructions.

3. **Release and Hold Harmless.** You release us from (and if you are a commercial customer, you will defend and indemnify us and hold us harmless against) all damages, claims, demands, settlements, judgments, liabilities, costs and expenses, including reasonable attorneys’ fees, allegedly arising out of (a) breach of your responsibilities under paragraph 1, or (b) matters for which we disclaim responsibility under paragraph 2.

4. **Our Guarantee.** If we provide a parts or equipment guarantee, as your exclusive remedy, we will give you the benefit we receive, if any, under the manufacturer’s warranty. If we provide a service guarantee, it covers only drainage failure in the line serviced, and defective plumbing workmanship, during the guarantee term. As your exclusive remedy under our service guarantee, we will, at our option, either do the work again at no labor cost or refund your payment. Guarantees do not apply to problems arising out of main sewer line backup or improper, abnormal or unanticipated use or conditions. Except as explicitly stated in writing, we are not giving any guarantees or making any warranties. WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You may transfer a guarantee of plumbing repair or replacement to a person who purchases the property, but you may not transfer a drain cleaning or toilet auger guarantee. Your transferee must present the warranty claim to Roto-Rooter at the time we perform our work. We do not guarantee that our site inspection will identify all existing or potential problems. Any damages or necessary repairs arising from plumbing problems, either identified or unidentified, are the sole responsibility of the customer.

5. **Limitation of Damages.** Our liability to you for any claim arising out of our work on any job (other than a claim permitted by these terms for personal or bodily injury) will in no event exceed three times the amount you actually pay us for the work on that job. EXCEPT FOR A CLAIM PERMITTED BY THESE TERMS FOR PERSONAL OR BODILY INJURY OR PROPERTY DAMAGE, YOU WAIVE ANY RIGHT TO RECOVER INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR DELAY DAMAGES.

6. **Payment Terms.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. In the event check is returned, you are responsible for all related bank fees. If you fail to pay us any amount when due, we will charge you interest on the amount due at the rate of 1.5% per month (but not exceeding the highest rate legally permissible). You will reimburse us for the reasonable attorneys’ fees we incur in all stages of collection.

7. **General.** These terms are part of our contractual agreement and will prevail over any inconsistent terms in any other agreement between us, including the terms of any purchase order, and may be modified only in a written instrument signed by both of us which specifically refers to the provisions to be modified. If any of these terms is held invalid or unenforceable, the remaining provisions will not be affected and will continue to apply.

8. **Nondiscrimination.** We will abide by the requirements of 41 CFR SS 60-1.4(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that we take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin or disability.

**HOW TO RESOLVE A PROBLEM**

- Contact the manager at your Roto-Rooter office. Everything will be done to resolve your problem at the local level.
- If your problem cannot be resolved locally, please contact Pat Swanson, Customer Service Coordinator, in our national headquarters:

Roto-Rooter Services Company                      or email pswanson@rrsc.com  
Suite 2500  
255 East Fifth Street  
Cincinnati, OH 45202

You are entitled to a completely filled in copy of this contract, signed by both you and Roto-Rooter, before any work may be started. A notice concerning commercial liability insurance and workers’ compensation insurance is attached to this contract.

## **Roto-Rooter Services Company Additional Contract Terms**

**Description of the project and description of the significant materials to be used and equipment to be installed:** Roto-Rooter will furnish all labor and materials to complete the work described on the Invoice. Substantial commencement of work under this contract is described as the commencement of the work described in the Invoice. Upon satisfactory payment being made for any portion of the work performed, Roto-Rooter shall, prior to any further payment being made, furnish to the person contracting for the home improvement a full and unconditional 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.

**Commercial General Liability Insurance (CGL):** Roto-Rooter carries commercial general liability insurance written by Old Republic Insurance Company. You may call the insurance company at 1-877-797-3400 to check Roto-Rooter's insurance coverage. **Workers' Compensation Insurance:** Roto-Rooter carries workers' compensation insurance for all employees.

**Note about extra work and change orders:** Extra work and change orders become part of a 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. 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 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 YOURSELVES 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 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 A 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.

**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 judgements 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 Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov). Call CSLB at 800-321-CSLB (2752). Write CSLB at P.O. Box 26000, Sacramento, CA 95826.