



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 10/12/2022
 Ticket No. 24395894

See Binding Terms on the Following Page

Proposal Submitted To		Work To Be Performed At	
Name	COLLEGE PARK HIGH SCHOOL	Name	COLLEGE PARK HIGH SCHOOL
Street	201 VIKING DR	Street	201 VIKING DR
City	PLEASANT HILL	City	PLEASANT HILL
State	CA	State	CA
ZIP	94523	ZIP	94523
Telephone Number	9256827670	Telephone Number	9256827670
Email Address	lundho1mp@md.usd.org	Email Address	lundho1mp@md.usd.org
<p>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.)</p> <p>Roto-Rooter to complete spot repair on 2" copper water line outside of classrooms S10-S11. Leak seems to be in multiple areas and depth of pipe location is not available. Estimate covers up to 5' of 2" pipe replacement with type "L" copper. Upon completion of repair, and prior to backfill, all proper inspections to be completed for final sign off. Any unforeseen work will result in a change order in which will be presented to customer. Concrete to be replaced to a rough finish. Roto-Rooter not responsible for condition of existing pipe. Work to be performed on weekend as to avoid contact with children on site. Roto-Rooter to perform the work during normal business hours.</p>			

- Roto-Rooter will perform the work described above and supply all required materials for the sum of \$ 28,323.36. Customer will make payment as follows:
 - _____ % of the cost (\$ _____) upon execution of 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 for more details and to apply.
- 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.
- 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.
- The approximate starting date is 10/15/2022, and the approximate substantial completion date 10/16/2022 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:


 Representative Signature

Jason Titus
 Printed Name

10/12/2022
 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,

Customer's Signature

Printed Name

Date



**ROTO-ROOTER SERVICES COMPANY
EXCAVATION RELEASE AND HOLD HARMLESS AGREEMENT**

I acknowledge the Roto Rooter employee named below has advised me Roto-Rooter is **NOT RESPONSIBLE** for personal injury, property damage or other damage or loss to me or others arising out of the work, except to the extent a claim is caused solely by Roto-Rooter's gross negligence or failure to perform the work in accordance with the contract between us.

Unless explicitly stated in writing, any damage necessary to complete our work, including damage to landscaping, walls, painting, tile or concrete, or similar items or tasks we perform in accordance with your specific instructions will not be the responsibility of Roto-Rooter to repair or replace.

I hereby release and discharge Roto-Rooter Services Company, its parent company, affiliates, officers, employees, agents, and contractors (collectively referred to as "Roto-Rooter"), from any claim for personal injury, property damage or other damage, including consequential damages, in connection with those services. I further agree to hold harmless and indemnify Roto-Rooter against any such claim made by a third party.

I represent that I am the owner or duly authorized agent of the owner(s) of the premises and accept full responsibility for this agreement.

Roto-Rooter invoice: 24395894

Property address: 201 VIKING DR PLEASANT HILL, CA 94523

Owner's Name: _____

Owner's Signature: _____

Date: _____

Roto-Rooter employee: Jason Titus



**ROTO-ROOTER
LANDSCAPE & UNDERGROUND UTILITIES & OBSTRUCTIONS
WAIVER**

Dear Valued Customer,

Thank you for the opportunity to service your excavation needs. We appreciate you choosing Roto-Rooter to complete the excavation repair/replacement. The project you are undertaking has a significant impact on your landscape. During the excavation process, finished landscape outside the area of the excavation may be disturbed due to equipment mobilization and/or use, and would not be the responsibility of Roto-Rooter to repair unless stated in the contract. The excavated area will be backfilled to rough grade and slightly mounded to allow for natural settlement. Occasionally after an excavation, settlement of asphalt, concrete, and soil can occur, even weeks after an excavation. Settlement happens from rain washout drainage pipes and other environmental factors. You may need additional soil placed in these areas from the settlement. Roto-Rooter or its excavators are not responsible for returning to any excavation site to add any soil unless it is otherwise stated and paid for as part of the original job. It is the sole responsibility of the customer to have any soils brought to their site at the customer's expense.

Also, your property may contain unmarked and unforeseen obstacles such as utility lines, sprinkler lines, lighting lines, dry wells, water table issues or any other obstacles that are not listed above. In addition, most water companies only mark out their lines at the curb. The company does its best to avoid hitting the unmarked lines or other obstacles, which can be in very close proximity to your sewer/water line. Should the company hit such a line or other obstacle, if repair or replacement is needed, you will incur the cost of time, labor, equipment, and material to do so. On occasion, some municipalities require certain types of fill dirt to be brought to your site to backfill trenching such as gravel or crushed stone. Any cost incurred related to such requirements shall be borne by the customer. Should any contaminated soils need to be removed from the site, the company will let you know the cost of any of these items at the end of the job as needed.

HAVING READ THIS IMPORTANT INFORMATION, YOU UNDERSTAND THE ABOVE, ACKNOWLEDGE THAT IT WAS EXPLAINED TO YOU AND THAT ALL OF YOUR QUESTIONS WERE ANSWERED, AND YOU AGREE TO NOT HOLD ROTO-ROOTER OR ITS EMPLOYEES OR SUBCONTRACTORS RESPONSIBLE FOR ANY NATURAL SETTLEMENT AFTER THE EXCAVATION PROCESS IS COMPLETED OR ANY OTHER DAMAGE OR CONDITION AS SPECIFIED ABOVE.

Customer's Signature & Date: _____

Service Technician's Signature & Date  _____ 10/12/2022

Notes: