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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 10/20/2022
 Ticket No. 24458210

See Binding Terms on the Following Page

Proposal Submitted To		Work To Be Performed At	
Name	CLAYTON VALLEY CHARTER	Name	CLAYTON VALLEY CHARTER
Street	1101 ALBERTA WAY	Street	1101 ALBERTA WAY
City	CONCORD	City	CONCORD
State	CA	State	CA
ZIP	94521	ZIP	94521
Telephone Number	9259972657	Telephone Number	9259972657
Email Address	tundho1mp@mdusd.org	Email Address	tundho1mp@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.)

4" line was video inspected from floor clean out in girls restroom of H building. Transition from cast to clay just outside of building has a large offset with dirt visible. Each joint there after is separated and offset up to connection of 6" main. This section needs full replacement. Spot repair also needed on 6" main just upstream of mini manhole. Large offset is causing solids to get stuck. Roto Rooter to remove concrete, excavate marked locations and replace 15' length/4' depth of line with SDR 17 material. Upon completion, Roto-Rooter to backfill, compact and replace concrete to a rough finish. Customer requests weekend work.. will be prevailing wage work. Roto-Rooter not responsible for any unforeseen conditions. Work will not interfere with school due to weekend schedule. ~~Work will not be marked by GPRS~~ sum of \$ 43,893.12

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.

Customer

Customer

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 need 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.
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 10/28/2022, and the approximate substantial completion date 10/30/2022 is . Neither date is guaranteed. Unexpected conditions or problems could cause delays. A definite completion date is not of the essence.
5. Roto-Rooter guarantees that all materials will be as specified above and that all work will be completed according to standard and in a good, workmanlike manner.
6. Customer will provide all necessary easements and rights of way. Unless specifically stated otherwise above, (a) Roto-Rooter is 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 repair of streets, sidewalks, damaged sprinkler systems, unmarked public or private utilities, and the like, (b) Roto-Rooter will backfill and grade the excavated area to ground level and mound it to allow for settlement, and (c) Customer is responsible for all land repairs or replacements required following completion of the job. Roto-Rooter is not responsible for damage resulting from pot holes.
7. THE TERMS AND CONDITIONS OF THIS PROPOSAL WILL BE BINDING ON THE PARTIES.
8. 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:



**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: 24458210

Property address: 1101 ALBERTA WAY CONCORD, CA 94521

Owner's Name: CLAYTON VALLEY CHARTER

Owner's Signature: 

Date: 10/27/2022

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 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 AND YOU 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: Sign  10/27/2022

Service Technician's Signature & Date: Digitally signed by  10/20/2022

Notes: Concrete walkway to be replaced to a rough finish.