



Mr. Rooter Plumbing  
101 Bradbury Pointe Drive  
PH: 859-253-2564  
Richmond, KY 40475

Invoice 95330397  
Invoice Date 6/14/2022  
Completed Date 8/29/2022  
Technicians ALAN

BRANDON  
BRYSEN  
DAVID  
ERICK  
MATTHEW  
ROBERT  
SHAWN  
TREVOR

**Customer PO**

**Payment Term** Due Upon Receipt

**Due Date** 6/14/2022

**Job Address**

Estill County Board of Education  
Estill County High School/Shane  
Hurst/Todd Reese - Maint  
Director  
397 Engineer Road  
Irvine, KY 40336 USA

**Billing Address**

Estill County Board of Education Estill County High School/Shane Hurst/Todd Reese - Maint  
Director  
314 Main Street  
Irvine, KY 40336 USA

**Description of Work**

This estimate is to replace 6 inch Clay from manhole to manhole with 6" DR11 pipe HDPE, this pipe is fused at each joint. The tie in will be connected with 6 inch PVC fitting and with approved mechanical fittings. We verified about 12 tie ins on the project, but could be more once the area is opened and we will camera tie in and report any issues that we see at that point. It was determined that part of the line was holding water so this quote will include tie ins that we didn't see, we will camera line and check after service is shut down. We will correct pitch of pipe the best we can within reason. We will cut necessary concrete and put back. We can not match the existing concrete finish due to age, we will not be responsible for any material shortages or concrete shortages, that are considered necessary to complete job in amount allotted due to supply chain issues. We will clean up area and haul off any debris. This estimate includes additional 65ft of pipe to go to a prepared hole for the sewer contractor on site, Sewer Contractor is required to dig hole that we will pull pipe through at that point sewer contractor on site will then hook up to manhole.

7-22-22

Came by and removed all orange fence and installed the brass cleanout covers. I'm missing one and will get it next week. Concrete looks good also.

Task #	Description	Quantity	Your Price	Your Total
C1590	<b>Building Sewer Replacement - Trenchless Pipe Bursting:</b> Mr. Rooter will replace up to 400' of pipe by method of Trenchless Pipe Bursting. We will install 2 way cleanouts where necessary in order to provide ease of access for any future maintenance needs. We will connect to existing piping in appropriate locations previously determined by Specialist, unless new piping is to be ran to these locations. We will bed the new piping with gravel in exposed areas to prevent settling. After work has been completed Mr. Rooter will put back concrete <b>1 year limited warranty</b> <i>Note: Please refer to 'Dig Form' for Terms and Agreements related to the condition of which Mr. Rooter is responsible for leaving the work area.</i>	1.00	\$473,486.19	\$473,486.19
Unspecified Service	Additional cost and additional piping	1.00	\$18,939.45	\$18,939.45

Paid On	Type	Memo	Amount
8/29/2022	Check	79478	\$467,803.64

<b>Sub-Total</b>	\$492,425.64
<b>Tax</b>	\$0.00
<b>Total Due</b>	\$492,425.64
<b>Payment</b>	\$467,803.64

*Peter J. Rooter*

9/29/2022

**Balance Due \$24,622.00**

Thank you for your business, there is a \$50.00 Return check fee for all returned checks. Payments are due immediately upon completion of job. Unless prior arrangements have been made for bill out/commercial clients, as to which are due net 30.

1 Return Visit up to 30 days on All drain work, I understand that if a plumbing company or individual other than Mr. Rooter Plumbing is present to do any work or repairs on work that our company has warrantied, the warranty set in place by our company will then become VOID. NO EXCEPTIONS.

I agree the initial price quoted prior to start of work does not include any additional unforeseen task. Nor materials which may be found to be necessary to complete repairs or replacements. I understand that if another Plumbing company other than Mr. Rooter Plumbing is present to do any work or repairs on work that our company has warrantied, the warranty set in place by our company will then become VOID. NO

EXCEPTIONS. I also understand that Mr. Rooter is not responsible for any additional electrical work that is not included in invoice such as, installing/relocating electrical outlets. I also agree not to hold Mr. Rooter or it's employees responsible for any incomplete tasks if the tasks consist of unforeseen parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and agree to all agreement conditions as displayed on this invoice. I further acknowledge that this invoice is due upon receipt. I agree to pay reasonable attorney fees and court cost in the event of legal action pursuant to collection of amount due. Mr. Rooter Plumbing is NOT RESPONSIBLE for any damage our cable or hydro-scrub may cause to pipes or personal property , there are always risks involved when working with older pipes. We will not be responsible for damage to landscape, grass, or concrete that is needed for us to drive over to gain access to the job. Independently owned and operated franchise.

A handwritten signature in black ink, appearing to be 'N' followed by a wavy line and a vertical stroke.

7/11/2022

Acceptance of work performed. I find the service and materials performed & Installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection of fees and court cost in the event of legal action pursuant to collection of amount due.

A handwritten signature in black ink, appearing to be 'N' followed by a wavy line and a vertical stroke.

7/11/2022

## TERMS AND CONDITIONS

It is agreed that Mr. Rooter® is not responsible for the following:

1. Damage caused to the customer's property as a result of obtaining access to and exposing plumbing and drainage systems.
2. Additional plumbing work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of preexisting plumbing code violations or additional work revealed to be necessary as a result of performing the specified work.
3. Any repairs, installation, removal or replacement of non-plumbing items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, electrical wiring and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework.
4. Damage caused to customer's plumbing system by sewer and drain cleaning equipment when such is caused by pre-existing defects in such plumbing systems.

Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors.

This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein.

### LIMITED SERVICE WARRANTY

Mr. Rooter warrants, to the extent stated herein, the plumbing repair service and drain cleaning services furnished by it. The stated period of warranty commences upon installation or repair of plumbing or upon cleaning of drains.

Purchaser understands that Mr. Rooter's liability under this warranty is limited to repair, replacement, recleaning or refund of purchaser's money, and does not extend to property damage resulting from drains which become clogged or obstructed or from plumbing work which fails during the agreed upon warranty period.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

### NOTICE TO OWNER

**THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENT IS REQUIRED TO BE MADE TO THE CONTRACTOR.**

**1. Do not sign this contract until you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.**

**2. You are entitled to a copy of this contract at the time you sign it.**

**3. You may at any time pay off the full unpaid balance due under this contract, and in doing so you may receive a partial rebate of the service charge.**

**4. You may cancel this contract if it is solicited in person, and you sign it, at a place other than the seller's business address, by sending notice of cancellation by certified mail return request receipt requested to the seller at his address which notice shall be postmarked not later than midnight of the third day (excluding Sundays and holidays) following your signing this contract. If you choose to cancel this contract, you must return or make available to the seller at the place of delivery any merchandise, in its original condition, received by you under this contract.**

This contractor is registered to do business in the state in which this work is performed. (See registration number on the front side of this contract.) Where required, this contractor has posted with the State all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in

your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be lien to force payment. If you wish additional protection, you may request the contractor to provide you with the original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the licensing board in your state.

The specific telephone number and address of your governing agency can be found by calling 1-800-583-8003 or by writing Mr. Rooter Corporation, P.O. Box 3146 Waco, Texas 76707.

### CALIFORNIA RESIDENTS ONLY NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1)Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2)Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3)Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4)Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional „Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the „Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases loses the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the 'Waiver and Release' form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded 'Release of Mechanics' Lien' signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."