



Prepared for:

**Kelly Wade**  
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Evaluated on:

Tuesday, June 29, 2021

Evaluated By:

Dennis Kline

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**Ram Jack**  
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# Scope of Work

Our Scope of work does not include utilities or plumbing. It does not include replacement or repair of wood unless stated below, in a Change Order or in Engineering, and is limited to supporting the flooring system, as follows in Notes section.

## Installation of Pipe Piers And Girder

### Piering

| Product                       | Quantity |
|-------------------------------|----------|
| Pipe Pier w/ concrete footing | 6        |

### Notes

Ram Jack proposes to install 6 pipe piers with concrete footings and a dropped girder to support the floor on the rear left side of the home. We will remove the exiting supports and piers under the existing girder on the rear left side of the home and replace those supports with pipe piers.

3 piers and a girder will be added to support the floors in between the existing girders on the left side of the home. See attached drawing to reference the pier locations.

We will attempt to lift and level to the best of our ability but we cannot guarantee lift or crack closure only stabilization.

Pipe piers come with a 25 year warranty on labor and material. We offer a 1 year settlement adjustment if needed. If an adjustment is needed after 1 year there will be a \$200.00 fee.

Also please take notice that the final invoice for this job will have state sales tax added.

### Scope of Work

#### Scope of Work Proposed

Ram Jack will also dig a hole at the low point of the crawlspace so that the homeowner can add a sump pump at a later date.

# Terms & Conditions

## Disclaimers

**We require a 50% deposit at contract signing. You agree to pay the balance of the project immediately upon Installation, before the Crew leaves the site, which is a condition you agree to meet to receive any product or service warranty. If financing, you agree to take action to approve payment.**

**If we incur costs and attorney's fees to collect any balance, you agree to reimburse us and pay the balance and interest, at the highest rate allowable, beginning 30 days from Installation. If you cancel less than 3 business days before the start date and we cannot reschedule the crew or we cannot agree to a change order for required repairs/work, we will clean and leave the site, and you agree to pay a crew mobilization fee and we hereby release each other from all liability other than engineering and permits. Late payments past 30 days will have 1.5% interest added.**

Foundation Solutions, LLC ("We," "Us," "FS, LLC", "Our" when used in the singular), an independent dealer, and the Owner of the Site ("You") make this agreement on the date below. We have discussed several solutions to foundation settlement with you, including piles on the interior and crawlspace, encapsulation and drainage. You may require one or more solutions but have chosen piles in the crawlspace with this Agreement. Both of us agree as follows:

**1. Description of the Work.** We will support the flooring system in an interior crawlspace within a designated Area(s) of Work. The purpose of the Work is to prevent downward movement. Based on observed evidence of settlement, your Scope of Work and Services ("Scope of Work") and Service Plan indicates one or more Area(s) of Work, each consisting of a series of piles with an adjustable bracket supporting the flooring system directly above each pile. The Work may include reinforcement or replacement of the existing framing members. Before you approve work, an engineer, where required or requested, has designed and approved the Scope of Work.

The Work in the pier and beam crawlspace is described as follows: We will install Pipe Pier(s) (with shims where necessary) in each Area of Work by (i) removing vegetation to access the crawlspace; (ii) excavating soil at each pier location; (iii) establishing a base above each support location by pouring concrete into the excavated hole; (iv) installing the pipe pier; (v) supporting the structural wood in our discretion, by adjusting the Pipe Pier to support beams/girders and indirectly, the floor, within practical limits. The Work may include the addition of metal beam(s), and oak or metal shims, where needed in our discretion, to provide additional support to the Work; (vi) replace any encapsulation and return the Area of Work to the condition that existed before our Work began other than obstacles moved by third parties; and (vii) replant original vegetation (This is "Installation" (Work is complete for Payment).

If the crawlspace was filled with debris prior to our Work, we may request an equitable adjustment through a Change Order for additional time to remove the pre-existing debris.

Once we begin work, you agree to allow us to complete the Work to Installation. In areas where you did not request us to work (any area outside the Area(s) of Work), you hereby release us from liability.

**The Work does not include any other repairs or improvements on the property, including cosmetic repairs, unless you have agreed to a signed Change Order.**

**1. Piles and Wood Flooring System Have Separate Purposes.** You recognize that a flooring system consists of beams and joists that support other components such as a subfloor and floor. Your wood system will age, may warp, and may suffer damage from mold, moisture, insects or poor construction. The flooring system may sag. The purpose of adjustable pipe piles is to recover settlement, if possible, and to support the flooring system within a crawlspace by preventing the downward movement of that system in each Area of Work. Our work is not a substitute for a healthy flooring system. We support the existing flooring.

If you install a new flooring system, you agree that we may need to reposition or contract with you to install additional piles to support new loads. You hereby release us from all liability since the area we are supporting has changed, and you agree to call us to evaluate any new flooring system and adjust or add piles, as needed and as contracted.

**3. Installation Fee.** You agree to pay us the total listed at the bottom of this agreement which is subject to any Change Order(s). **Payment is due the day the job is finished.** We require a nonrefundable payment of 50% for expenses and materials. We suffer damages if you cancel three business days after the date of this agreement. To prevent damages, you waive your rights to any refund of engineering and permits after three business days, not as a penalty, but to approximate our

expenses. If these expenses are included in financing and not paid at signing, they are still nonrefundable.

You agree to pay the total balance due immediately upon installation, before the crew leaves the site, which is a condition you agree to meet to receive a Limited Warranty. If financing, you agree to take action to approve payment.

If we incur costs and attorney's fees to collect any balance, you agree to reimburse us and pay the balance and interest, at the highest rate allowable, beginning 30 days from Installation.

If you cancel less than 3 business days before the start date and we cannot reschedule the crew or we cannot agree to a Change Order for required repairs/work, we will clean and leave the site, and you agree to pay a crew mobilization fee of \$ 1500.00 and we hereby release each other from all liability other than engineering and permits.

Preparing for the Work

#### **4. Responsibilities and Duties**

- a. Personal Property. You agree to remove personal property where we work before the crew arrives.
- b. Safe Premises and Utilities. If you know about potentially dangerous conditions, you will tell us. You will allow us to work during daylight hours. And if we need electricity, water, and other utilities for work, you will arrange their use at no charge or make an equitable adjustment for additional costs in a Change Order.
- c. What We Will Do. We will obtain permits and retain an engineer (to review and design the final Service Plan), where required, agree on an estimated start date and time for Installation, and call to locate public utilities.
- d. Impending Disasters. If a disaster or poor weather is forecast and delays the crew or endangers them, you release us from any start and completion dates and agree to reschedule the Work.

During the Work

**5. Condition of Wood Flooring System and Release** You acknowledge that the flooring system consists of varying degrees of damaged wood and components. Because we are not engineers and our initial observations are limited as to testing and space, you release us from all liability with respect to the condition of wood and flooring components, and discovery of damage in return for Us installing piles.

**6. Essential Repairs and Unsafe Conditions.** Unless agreed to in a separate written agreement, you have not contracted with us to repair the flooring system or replace wood.

- a. If we observe wood damage in areas where we will attempt to lift, we will notify you in writing and replace such system components, and you agree to authorize such work with an equitable adjustment through a Change Order.
- b. We also have the option to terminate the Work if wood damage is extensive, your expectations are excessive, or we deem conditions as unsafe and you hereby release us from all liability, and we shall collect no Installation Fee for the Work.
- c. When you authorize repairs, we shall continue Work afterwards and you hereby release us from all liability for not repairing any other components of the wood flooring system and any damages that occur upon a lift.

**7. Landscaping.** We are not responsible for damage to landscaping. The replacement of plants, landscaping and related materials are your responsibility from which you release us.

**8. Unexpected Conditions.** When Work begins, fixtures such as HVAC components, encapsulation materials, obstacles such as rocks, old piles, excess concrete, bricks and debris may require moving or excavating. We may also find evidence of potential structural defects that requires an engineer to evaluate. All such conditions are beyond the scope of this Agreement and require additional work and/or engineering. You agree to an equitable adjustment in a Change Order or to contract with a third party to move obstructions when such conditions exist.

**9. Objectives of the Work for a Wood Flooring System** We want to prevent future downward movement in a limited area above each pile and reduce joist stress by improving alignment in the Area(s) of Work. We want cracks to close, creaking to lessen, improve warping/bending of the floor, and improve the slope of floors (towards original slope) in the Area(s) of Work. The objectives, however, are not guaranteed.

# Warranties

**What Foundation Solutions, LLC Covers During the Warranty Period** The Foundation Solutions, LLC, Pipe Pile (aka "Pipe Pier") is a proprietary pile designed to resist vertical settlement of a load bearing structural beam within a limited area along the beam directly above the pile. The Foundation Solutions, LLC Limited Warranty ("Warranty") is that any pipe pier, which Foundation Solutions, LLC installs at your property, will not move downward during the warranty period.

**Period of Coverage.** Coverage begins upon full and timely payment of the Foundation Solutions, LLC installation. Coverage continues for 1 year and terminates upon the first of the following to occur: (1) you transfer the property, (2) a person other than Foundation Solutions, LLC alters, works on, disturbs, or adjusts your Pipe Piles, (3) the structure is altered, creating additional loads as Foundation Solutions, LLC reasonably determines, (4) the present structure no longer substantially exists, or (5) the warranty period ends.

**What Foundation Solutions, LLC Will Do Free of Charge** Foundation Solutions, LLC will inspect its work, and using its discretion, adjust or replace, free of charge, any Foundation Solutions, LLC pipe pile, including its respective bracket if damaged, should it experience downward movement ("settlement") as shown on the Service Plan, in a good and workmanlike manner. The preceding is your sole remedy under this Warranty.

**Exclusive Warranty.** This Warranty supersedes all other warranties, and is offered exclusively instead of any other warranties, written, oral, expressed or implied, all of which Foundation Solutions, LLC disclaims.

## What Foundation Solutions, LLC Does Not Cover

1. The Warranty does not cover any damages (direct, consequential, etc.) as a result of (1) downward movement of a pile and/or (2) adjustment or replacement of a pile. Consequential damages include, but are not limited to, damage to concrete, brick, mortar, sheetrock, wood, wallpaper, paint, fixtures, rigid materials, furnishings, personal property, and all components of a structure.
2. Foundation Solutions, LLC is not responsible for any movement of soil beneath the foundation/structure, and as a result, the Warranty does not cover: (1) any settlement of the foundation or floor outside the area directly above each pile, (2) any lateral ("sideways") and/or upward movement ("heaving") of the foundation or floor of the structure, and (3) any damages from movement. The Warranty does not cover any failure or defects (present or future) of the structure, including the foundation and the floor (and its substructure components, including existing piles, support joists and beams, and all wood). The Warranty only covers the downward movement of a pile and does not cover damages from any movement of the foundation, floor, structure, or its components.
3. The Warranty does not cover any costs the Owner incurs for repairs at the property without the written approval of Foundation Solutions, LLC. By way of example and not limitation, an Owner's repairs to the foundation, structure, components, sheetrock, engineered flooring system, plumbing, sprinkler system, flooring, cosmetic or other repairs related to the Work at the property address are not covered without written approval from the Foundation Solutions, LLC Operations Manager.
4. The Warranty does not cover failure from catastrophic events, caused by man or nature, or a combination of both factors. Such catastrophes may take the form of tornadoes, earthquakes, excessive wind (including hurricanes) fire, explosions, floods, storm surge, tidal waves, rain causing slope failure, failure from natural soil creep, soil collapse, slope failure, heaving, sinkholes, subsidence or similar events. Even if piles do not fail, catastrophes may cause foundation or structural movement (such as uplifting of the piles) that this Warranty does not cover.
5. The Warranty does not cover the failure of a foundation or components of a wood engineered flooring system. Concrete and wood are affected by the quality of their design, construction, components, and maintenance. Other than a Foundation Solutions, LLC pile providing support to a limited area of a structural beam directly above it, Foundation Solutions, LLC has no control over factors that affect the life of your foundation and wood flooring system, which include weather, drainage, moisture, wood destroying organisms, lack of maintenance, and similar deterioration factors.

**Your Responsibilities;** Allowing Us to Visit and Conduct Testing. It is your responsibility to maintain your foundation and/or crawlspace. We cannot control the weather, which may cause a slab to crack or a crawlspace to settle, causing structural issues. Crawlspaces with moisture will cause mold, rot, warping, and wood damaging organisms to invade the space. You may need to repair the exterior crack of a slab, or encapsulate and dehumidify a crawlspace. Separations between bricks, cracking or separation of wood and walls, uneven flooring, cracked tiles and decks, and stuck doors and windows, etc., are symptoms of movement.

If the soils consist of expansive clay, which are extremely sensitive to moisture changes, soil at the site may swell and shrink to a significant degree. This movement may cause substantial pressure in and around the structure, causing dramatic changes at the site so that no frame of reference exists as to relative movement, making relative elevations meaningless as when first measured.

Since it is difficult to diagnose an issue when drainage/plumbing or other issues exist, if we make a request, you agree to repair such problems before we conduct work or further inspections. When the soils have stable amounts of moisture or other issues are repaired, you agree to allow our retained engineer and us to inspect and conduct testing at the site when favorable conditions are present, and to offer us any engineering reports.

State Law; Disputes. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.[RGM1] You agree not to litigate, but to resolve all disputes related to this Agreement according to the following procedure. First, You must first enter into direct negotiations with Foundation Solutions, LLC, for at least six months after you meet with Foundation Solutions, LLC at the site. We may extend this time by mutual agreement. If we do not settle all issues by negotiation, then except as provided above, we both agree to settle any remaining controversy or claim arising out of or relating to this contract, or the breach thereof, including the validity of this arbitration clause, by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. We both agree that any Judgment on the award that the arbitrator(s) renders is limited to an award in conformity with the law and may be entered in any court having jurisdiction hereof. The arbitrator shall not award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The parties shall arbitrate in Durham, North Carolina, and the laws of the State of North Carolina shall govern. Each party shall bear its own costs, fees and expenses of arbitration and both agree, consistent with the expedited nature of arbitration, that each party will, upon written request, promptly provide copies to the other party of all relevant documents. The parties shall bear the costs of the neutral arbitrator equally, and shall pay when invoiced, and fully paid before the award is delivered. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party is required to present evidence and legal arguments as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided above. The parties also agree that a structural engineer experienced in foundation support shall be named as arbitrator. Neither party can demand arbitration after the date when any applicable statute of limitation would bar the institution of legal or equitable proceedings based on such claim or dispute.

*By signing any forms or agreements provided to you by Ram Jack, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.*

Signature: Kelly Dean Wade Date: 7/12/2021 Time: 3:02pm

# Costs

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**Subtotal: \$5,550.00**

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## Fees

| Description            | Quantity | Amount   | Total           |
|------------------------|----------|----------|-----------------|
| Permit and Engineering | 1.00     | \$800.00 | \$800.00        |
| <b>Total:</b>          |          |          | <b>\$800.00</b> |

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**Total: \$6,350.00**

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## Payment Terms

|               |                                     |            |
|---------------|-------------------------------------|------------|
| Deposit       | <i>Due at bid acceptance</i>        | \$3,175.00 |
| Final Payment | <i>Due after project completion</i> | \$3,175.00 |

**Plus Applicable Sales Tax (For North Carolina Residents)**

# Legend

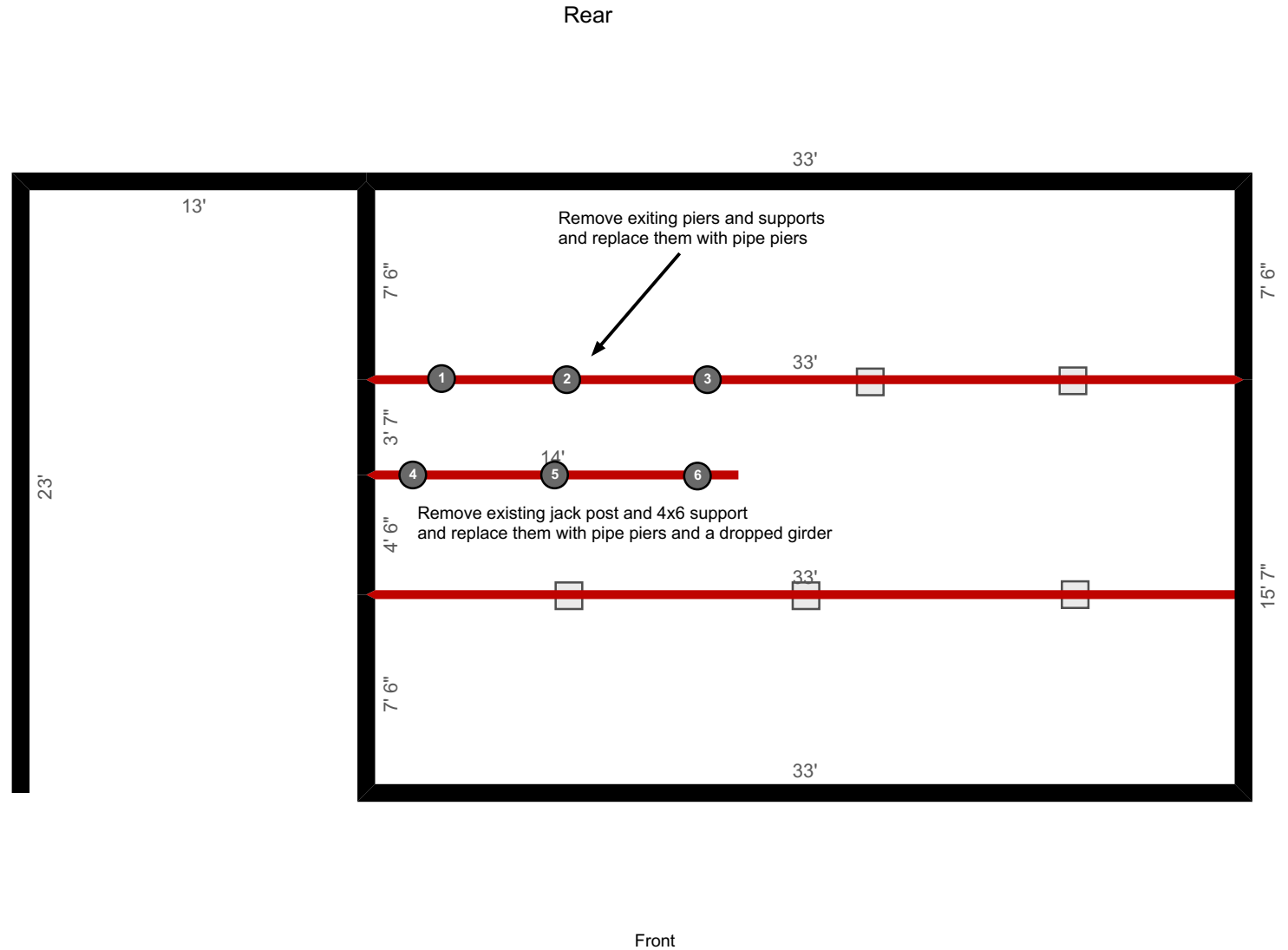
Foundation



Interior Pier



Beam



Ram Jack



## Ram Jack

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www.ramjackusa.com

## Project Address

Kelly Wade  
3721 Dusty Ln  
Raleigh, NC 27604

## Created By

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6/18/2021