

POWERLift[®]

FOUNDATION REPAIR 
A division of Bolin Enterprises, Inc.

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September 10, 2019

Ronald P. Bittler, PE
RB Engineering, Inc. / Red Rock Construction, LLC
168 Quade Drive
Cary, NC 27513

Re: Foundation Repair Proposal for the Santos Residence

Dear Ron:

We are pleased to submit this proposal of foundation repair services for the above project located at 27 Strike Eagle Drive, Broadway, NC 27505.

We have prepared our proposal and scope of services in accordance with our discussions, site visit of 9/10/19, your engineering report of 8/26/19 and your plan of repair dated 8/28/19. Our site inspection and measurements indicated elevation loss /settlement and crack damage throughout the interior and exterior of the rear portion of the residence. Per your request, we submit the itemized scope of work/bid below for your review.

Scope of Work/Fees:

The installation of 12 exterior steel foundation piers, slab pressure grouting (mudjacking), and slab crack repair to stabilize the portion of the building as shown on your repair plan and as follows:

Excavation, pier installation, mud-jacking (up to 5 cubic yards), slab coring, cut/patch of slab, epoxy fill and grind slab cracks smooth (up to 80 linear feet included - field verify - see Unit Costs), backfill and broom clean-up. Removal of portion of existing finish flooring only as required for pier installation and pressure grouting.

Work not included - Removal/replacement of: furniture or owner's contents, fixtures or appliances, removal/replacement/repair of finish floors, painting, detailed cleaning/dusting, door/frame adjustments, cabinet, trim or millwork built-ins, mechanical, electrical or plumbing repairs, plumbing leak detection pressure tests, landscaping, drainage improvements, excessive de-watering of excavation or exterior patio repairs except as required for pier installation. Permit application, engineering submissions/letters for permit and third-party engineering inspection.

Allow approximately 5 to 8 workdays for this work.

Lump Sum Fee: \$34,000.00

Unit Costs:

The following predetermined unit costs are to be used as the basis to modify the work by addition and/or deletion as required by existing conditions or agreed modifications to the Scope of Work.

1. Additional or excessive rock/concrete demolition: \$150.00/hr.
2. Additional mud-jacking beyond 5 cubic yards: \$300.00 per cubic yard.
3. Slab crack repair beyond 80 linear feet. \$150 per linear foot (Field verify)
4. Additional foundation/slab piers: \$1200.00/pier.
5. Piers in excess of 30 feet will be charged an additional fee of \$15.00 per foot per pier for each foot in excess of thirty feet.
6. Equipment rental (if required due to additional work): Cost of rental and operator plus 10%.

Notes/Conditions:

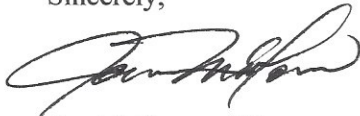
1. Existing geotechnical and existing foundation conditions are indeterminate. Powerlift has provided good faith estimates of time required for the work. Powerlift assumes no liability if work extends beyond estimated time.
2. Powerlift reserves the right to adjust actual pier locations or make field modifications upon excavation/verification of field conditions.
3. Powerlift reserves the right to determine use of helical or hydraulic push-type piers at all locations upon excavation/verification of field conditions.
4. The scope of this project is stabilization against vertical settlement only. The Powerlift System does not provide lateral support of the structure. Stabilization for lateral movement/drift of the structure or slope/grade of soil is not in scope and is not addressed or warranted.
5. Whenever a structure settles and is lifted, re-supported, stabilized or otherwise disturbed, some cosmetic cracking or separation should be anticipated. The cracking may occur initially and over a period of several months or more, as the stresses in the structure are redistributed. Incidental repairs, due to the foundation repair process, to doors, windows, trims, painted surfaces, wall finishes (including drywall, plaster and wall paper), concrete slabs/paving, finish flooring (including slab, tile or joint cracks) and carpet replacement are not warranted. We recommend that cosmetic patching and painting be deferred until the structure has stabilized. This can typically be six months or more after the foundation repairs have been made.
6. If an excessive amount of rock or concrete is encountered which interferes with the normal excavation and installation process, an additional charge may be necessary. Any additional charges will be submitted for your approval prior to execution.
7. You will coordinate with locating/marketing services 811. You will arrange for temporary disruption, if required, of all underground and or under-slab utilities including gas, water, electrical, telephone, cable etc. prior to any excavation/demolition. (It is unlikely that any utilities will be affected by this work based on our site inspection.) **Powerlift will not be responsible for any utility/underslab penetration or disruption. No repair, modification, or adjustment of mechanical, electrical or plumbing systems as required for installation of the work is included.**

Ron Bittler
September 10, 2019
Page 3

8. We recommend the Owner perform a plumbing/leak detection pressure test for the supply and return under-slab plumbing before and after the mudjacking repairs.
9. Costs for permits, lien agent, engineering, special approvals / submissions or bonding, if required, are not included and are to be provided by you.
10. We can mobilize on site within six weeks of the notice to proceed. We could arrange to mobilize sooner if requested.
11. See attached "Terms and Conditions" / "Perimeter Steel Pier Warranty" and "Interior Concrete Floor Warranty" attached herein as part of this contract.
12. Payment is due in full upon completion of the work. Interest at the state allowed rate will be assessed on all amounts outstanding over 30 days.

We thank you for the opportunity to provide this proposal and look forward to working with you soon. Please contact me if you have any questions about this proposal or would like to schedule the work.

Sincerely,



Jim McCown, AIA
Regional Manager

Attachments
cc: B. Bolin

Powerlift/Letters/091019rBittlerltr

ACCEPTANCE OF PROPOSAL

The prices, terms and conditions herein are satisfactory and hereby accepted. Powerlift is authorized to do the work as described herein.

Customer Signature: _____

Date: _____

TERMS AND CONDITIONS

It is **POWER Lift's** intent to provide our customers with the highest quality work possible. **POWER Lift's** professional installation crews and the use of our patented state-of-the-art foundation repair systems, combined with years of experience, allows us to enjoy the most respected reputation in the industry. Our evaluation of the repairs to be performed under this proposal will be in accordance with accepted construction practices.

These repairs are designed to regain elevation and control vertical settlement. Perimeter Pier installation will be as follows: A small hole approximately 2'x2' is excavated adjacent to the structure to a depth approximately twelve (12) inches below the existing footing. The footing is prepared and shaped, the foundation support bracket is set and the hydraulic piling system is attached. Piers are driven individually, and then can be connected for a synchronized lifting operation, if needed. Lifting will be controlled at each location by the opening or closing of valves located in the hydraulic lines that connect each pier. After the desired elevation is reached, piers are individually set at designated loads, then secured to the foundation support bracket. After removing hydraulic driving equipment, the pier is cut off approximately three (3) inches above the foundation support bracket. All excavations are then backfilled.

- **POWER Lift** disclaims responsibility for hidden or latent defects with the property or structure. Proper site drainage is the responsibility of the Owner. Maintaining proper drainage pertaining to the foundation shall be the responsibility of the Owner.
- **POWER Lift** does not guarantee that any shrubs, flowers, trees, grass, etc. removed for the recommended repairs will not die. **Any replacement of such items shall be the responsibility of the Owner.**
- **POWER Lift** will endeavor to achieve practical elevation recovery during the lifting process. **No guarantee of absolute elevation correction or crack closure is provided or implied.**
- **POWER Lift** will not be responsible for distortion or cracking of windows, doors, mirrors, floor covering, wall covering, drywall, plaster, or similar items.
- **POWER Lift** employees will endeavor to match masonry and concrete repairs as closely as possible; however, due to inconsistencies and varying availability of concrete and masonry materials, **POWER Lift** does not guarantee an exact match.
- **POWER Lift** will not be responsible for existing or repair-related damage to plumbing lines, sprinkler lines & components, electrical lines, gas lines, water lines, duct work, or any other utility or mechanical component for any reason. Furthermore, **POWER Lift** will not be responsible for consequential damages, any such repair, modification, or adjustment, as required, or as a result of the proposed work, is not part of this proposal, and any such subsequent expense shall be the responsibility of the Owner.
- **POWER Lift** recommends that a plumbing test be performed when interior slab movement has occurred or when interior slab repairs have been made. Plumbing test and repairs are the responsibility of the owner.
- **POWER Lift** will not be responsible for water leaks through basement walls or any other portion of the structure.
- **POWER Lift** employees will endeavor to keep job sites as clean and free of debris as possible. However, it shall be the Owner's responsibility to familiarize themselves, their family members, friends, guests, or persons on the premises, with all areas where work is being performed. The Owner should keep them away from these areas in order to prevent accidents, such as stepping into open excavations or falling over hydraulic equipment, tools, disturbed soils, both during and after working hours. The Owner shall provide a place for **POWER Lift** equipment during the work process. **POWER Lift** will not be responsible for damage caused to drive and parking areas.
 - If excessive excavation (depths beyond 42 inches) or rock, concrete, tree roots, or similar substances are encountered which interferes with the normal excavation and pier installation process, an additional excavation fee may be required. **Additional charges will be discussed prior to execution of the work.** These additional expenses shall be charged to the Owner at **POWER Lift's** current hourly rate, and may also include equipment rental expenses.
 - In the event that pier installation goes beyond a 30 foot depth, an additional charge of \$15 per foot shall apply.
 - If the Owner chooses not to continue the work due to the extra expenses which may occur, the Owner shall be responsible for paying **POWER Lift's** current hourly rate for all work performed to that point plus materials and mobilization.
 - **The Owner or an authorized representative shall be available upon completion of the work for a walk-through inspection with the crew supervisor to discuss any questions or concerns, and to make payment for the repairs.**
 - The Owner shall pay **POWER Lift** for all costs of collecting the amounts due hereunder, including interest and attorney fees, if the Owner fails to pay for the repairs in a timely manner.

This proposal shall become the sole agreement of the parties effective upon execution by the Owner and an authorized representative of **POWER Lift**, and authorizes **POWER Lift** to begin the repairs. A copy of this signed agreement shall be good as an agreement with original signatures. This agreement shall be interpreted in accordance with the laws of the State of Oklahoma. It is the exclusive agreement between the parties and supercedes all prior understandings, writings, proposals, representations, and communications, oral or written. This agreement may only be amended by a writing executed by authorized representatives of both parties; furthermore, the 'Terms and Conditions' and or 'Warranty' cannot be amended by anyone other than a corporate officer.



Perimeter Steel Pier Warranty

1. LIFETIME LIMITED WARRANTY:

POWER Lift will provide adjustments to, repair or replace its foundation bracket assembly and/or steel pilings provided under this agreement if defects in material or workmanship in these items occur during the life of the structure being pierced subject to the limitations and exclusions set forth below. This warranty extends only to **POWER Lift's** steel piers, and only to work performed by **POWER Lift**. This warranty is the sole and exclusive remedy available to the Owner.

2. PERIMETER STEEL PIER ADJUSTMENT CLAUSE:

Perimeter steel pier installations: for five (5) years following the installation of perimeter steel piers, **POWER Lift** will make pier adjustments where Vertical Settlement has re-occurred in the immediate area where piers were installed at no charge.

2.1 All pier adjustments made after five (5) years will be charged an hourly rate for such adjustments plus a reasonable mobilization fee.

3. **THIS WARRANTY IS TRANSFERABLE:** In order to transfer this warranty to a new owner, **POWER Lift** must be notified of any change of ownership to the structure within 30 days. A transfer fee of \$150 will be charged for all transfers made beyond one year after the work completion date. This warranty cannot be transferred to the new owner until this fee is paid to **POWER Lift** and all warranty transfer paperwork is completed.

4. EXCLUSIONS: The following are excluded from the above warranty:

4.1 **The foundation repair/pier installation work performed by POWER Lift is only for the purpose of preventing vertical settlement.** The repairs are not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with the structure. This warranty excludes foundation or floor movement due to "heave." "Heave" is defined as that condition caused by excess moisture in expansive soils which causes the soil to swell, resulting in differential uplift to the structure. Excess moisture can be caused by plumbing leaks, poor drainage (both surface and subsurface), rising water table, flooding, etc. This warranty excludes lateral movement of the foundation such as that which occurs on hillsides, slopes, mud slides, sink holes and similar situations. Areas not supported by **POWER Lift** steel piers are specifically excluded from this warranty.

4.2 The interior floor of the structure is excluded from this warranty. Interior floor repairs will be covered under a separate warranty certificate if such repairs are performed. Interior slab piers are not covered under this warranty.

4.3 This warranty does not apply if major changes are made to the structure in the immediate area where piers are installed. Having additional piers installed or foundation repairs by others will void this warranty.

4.4 DAMAGES DUE TO CATASTROPHIC EVENTS, ACTS OF GOD, EARTHQUAKE, SEVERE WIND, FLOODING, OR MAN-MADE CONDITIONS ARE EXCLUDED FROM THIS WARRANTY.

5. LIMITATIONS:

5.1 Any concrete removal, replacement and/or excessive excavations needed for access to repair, replace, or adjust the piers will be charged to the Owner at the current rate.

5.2 Maintaining proper drainage will be the responsibility of the Owner. Failure of the Owner to maintain proper drainage pertaining to the foundation will void this warranty.

5.3 **POWER Lift's** sole obligation under the warranty will be as provided in the numbered paragraph 1 above, and Line item under 2 through 2.1, and will be further limited to the amount paid to **POWER Lift** hereunder by the Owner under the original agreement between the parties.

5.4 **IN NO EVENT WILL POWER Lift BE LIABLE TO ANY OWNER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING CRACKS IN SHEET ROCK, WALLPAPER REPLACEMENT, FLOOR COVERING, PAINT, OR SIMILAR ITEMS) OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. IN NO EVENT WILL POWER Lift BE LIABLE FOR ANY FAILURE OR DELAY BY POWER Lift IN THE DELIVERY OR INSTALLATION OF THE PIERS, EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN PARAGRAPH 1 ABOVE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL STATEMENTS AT ANYTIME WILL MODIFY THIS WARRANTY.**

6. **This warranty is not effective until POWER Lift receives full and timely payment for work performed, subject to the forging provisions. Payment is due upon completion. Interest at the state allowed rate will be assessed on all amounts outstanding over fifteen (15) days. Failure to pay for the work in accordance with the terms of this contract will alter or void this warranty.**

Setting The Standard for Quality Foundation Repair!

POWERLift

FOUNDATION REPAIR 

LINDA SANTOS
Customer Name: c/o RONALD P. BITTLER, PE - RED ROCK CONSTRUCTION, LLC

Address Served: 27 STRIKE EAGLE DRIVE, BROADWAY, NC 27505

Interior Concrete Floor Warranty

1. LIFETIME LIMITED WARRANTY:

POWERLift will provide adjustments to, repair or replace its interior bracket assembly and/or steel or helical pilings provided under this agreement if defects in material or workmanship in these items occur during the life of the structure being pierced subject to the limitations and exclusions set forth below. This warranty extends only to *POWERLift's* steel or helical piers, and only to work performed by *POWERLift*. This warranty is the sole and exclusive remedy available to the Owner.

2. INTERIOR CONCRETE FLOOR ADJUSTMENT CLAUSE:

- 2.1 Interior pier installations: for 5 (five) years following the installation of interior steel or helical piers under concrete floors, *POWERLift* will make pier adjustments due to Vertical Settlement in the immediate area where piers are installed at no charge.
- 2.2 All pier adjustments made after 5 years will be charged at an hourly rate for such adjustments.
- 2.3 Pressure Grouting/Mud Jacking is guaranteed against vertical settlement in the area where mud jacking is performed for 90 days. After 90 days from the date work is completed, in areas where piers are installed and Pressure Grouting has been performed, any floor adjustments requiring Pressure Grouting will be charged time and materials.

3. THIS WARRANTY IS TRANSFERABLE: In order to transfer this warranty to a new owner, *POWERLift* must be notified of any change of ownership of the structure within 30 days. A transfer fee of \$100 will be charged for all transfers made beyond one year after the work completion date; and this warranty cannot be transferred to the new owner until this fee is paid to *POWERLift*.

4. EXCLUSIONS: The following are excluded from the above warranty:

- 4.1 The interior floor/pier installation work performed by *POWERLift* is only for the purpose of preventing vertical settlement. The repairs are not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with the structure. This warranty excludes foundation movement due to "heave." "Heave" is defined as that condition caused by excess moisture in expansive soils which causes the soils to swell, resulting in differential uplift to the structure. Excess moisture can be caused by plumbing leaks, poor drainage (both surface and subsurface), rising water table, flooding, etc. This warranty excludes lateral movement of the foundation such as that which occurs on hillsides, slopes, mud slides, sink holes and similar situations. Areas not supported by *POWERLift* steel or helical piers are specifically excluded from this warranty.
- 4.2 The perimeter foundation of the structure is excluded from this warranty. Perimeter foundation repairs will be covered under a separate warranty certificate if such repairs are performed. Concrete floors thinner than 4", floors with soft concrete less than 3000 psi, and non-reinforced or excessively cracked floors are excluded from this warranty.
- 4.3 Wood floors are specifically excluded from this warranty.
- 4.4 This warranty does not apply if major changes are made to the structure in the immediate area where piers and/or mud-jacking are installed.
- 4.5 DAMAGES DUE TO CATASTROPHIC EVENTS, ACTS OF GOD, EARTHQUAKE, SEVERE WIND, FLOODING, OR MAN-MADE CONDITIONS ARE EXCLUDED FROM THIS WARRANTY.

5. LIMITATIONS:

- 5.1 Any concrete removal and replacement needed for access of repair, replacement, or adjustments of piers will be charged to the Owner at the current concrete removal and replacement cost. The removal & replacement of furniture, floor covering, and all incidentals required for the repair, replacement or adjustment of piers and/or pressure grouting are excluded and will be the responsibility of the owner.
- 5.2 Maintaining proper drainage will be the responsibility of the Owner. Failure of the Owner to maintain proper drainage pertaining to the foundation will void this warranty.
- 5.3 *POWERLift's* sole obligation under this warranty will be as provided in numbered paragraph 1 above, and Line Item under 2 through 2.3, and will be further limited to the amounts paid to *POWERLift* hereunder by the Owner under the original agreement between the parties.
- 5.4 IN NO EVENT WILL *POWERLift* BE LIABLE TO ANY OWNER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING CRACKS IN SHEET ROCK, WALLPAPER REPLACEMENT, FLOOR COVERING, PAINT, OR SIMILAR ITEMS) OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. IN NO EVENT WILL *POWERLift* BE LIABLE FOR ANY FAILURE OR DELAY BY *POWERLift* IN THE DELIVERY OR INSTALLATION OF THE PIERS, EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN PARAGRAPH 1 ABOVE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. This warranty is not effective until full and timely payment for work performed is received by *POWERLift*, subject to the forgoing provisions.

This Warranty is supplemental to the original proposal contract agreement, terms and conditions, and does not void or change it in any way.

Date _____ 20 _____

Customer Signature _____
Signature must be present to validate warranty

