

# POWERLIFT

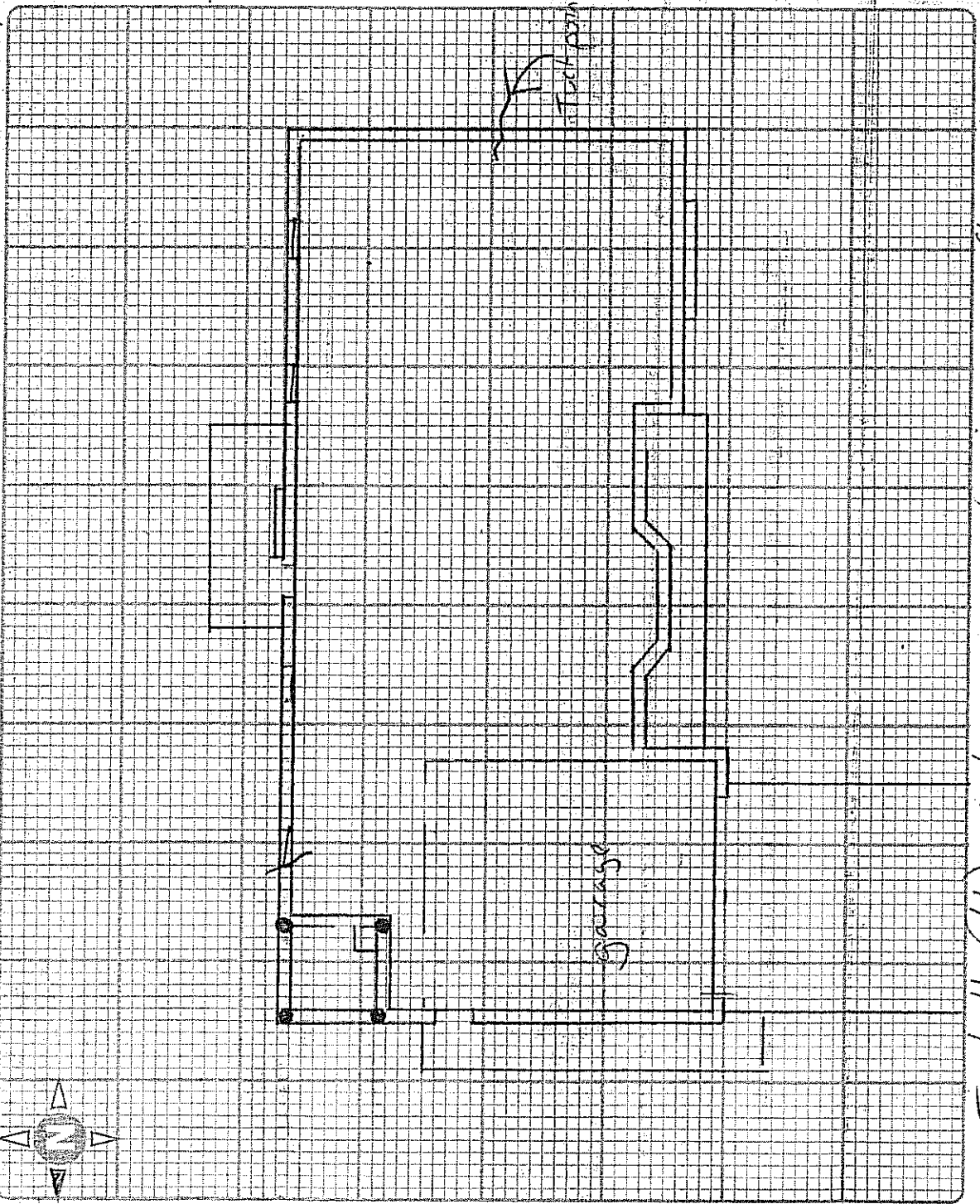
## FOUNDATION REPAIR

Proposal/Contract #  
LTR 42896

Call For Scheduling  
800-562-5438

Address of Structure Serviced: 910 W. Fay Ave City: OK State: OK Zip: 73102  
 Date of Proposal: 5-4-09  
 Home Phone: ( ) Work Phone: (405) 218-4104 Fax Number: (405) 270-4771  
 Billing or Mailing Address: 101 N. Broadway City: OK State: OK Zip: 73102  
 Owner's Name: Randy Fisher Contact:  Responsible Party: John LeFors  
 Mobile Phone: ( )

Legend:  Pier  Pier in Concrete  Optional Pier  Existing Pier  Crack In Masonry



Notes: Last 11 (4) exterior steel piers to lift + stabilize perimeter foundation in area shown. (As per eng)



Limited Perimeter Steel Pier Warranty

Number of Piers Needed - Option 1: 4 exterior @ \$ 600.00 ea. PROPOSED 2400 ACCEPTED 2400  
 Number of Piers Needed - Option 2: \_\_\_\_\_ @ \$ \_\_\_\_\_ ea.  
 Number of Piers Needed - Option 3: \_\_\_\_\_ @ \$ \_\_\_\_\_ ea.

Concrete Removal / Replacement for Pier Access: 1 @ \$ 125.00 ea. 125.00 175  
 Additional Concrete Demolition: \_\_\_\_\_  
 Wood Floor Adjustment: \_\_\_\_\_  
 Mud-Jacking / Pressure Grouting: \_\_\_\_\_  
 Tuck-Pointing & Masonry Repair: In areas shown 101.00 100  
 Additional Work Items: \_\_\_\_\_  
 Additional Work Items: \_\_\_\_\_

**PAYMENT IS DUE IN FULL UPON COMPLETION OF THE WORK**  
 Interest at the state allowed rate will be assessed on all amounts outstanding over fifteen (15) days.  
 This proposal may be withdrawn if not accepted within 60 days.  
 \*The terms printed on the back are part of this proposal. The owner has read, understood, and agreed to these terms.

Date: 5/14 2009  
 Signature: John LeFors Customer Signature Steve Collins Agent  
 Signature must be present to validate warranty. Power Lift Representative

Leading the Industry in Residential & Commercial Foundation Repair  
 Corporate Headquarters Mailing Address: P.O. Box 758 - Ada, OK 74821 • 580-332-5438 • Fax 580-332-5402  
**POWERLIFT**  
 FOUNDATION REPAIR  
 © 2008 Bolin Enterprises, Inc.

# 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. Pier installation will be as follows: A small hole approximately 2' x 2' 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 they can be connected together 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 and capped. 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, electrical lines, gas lines, water lines, duct work, or any other utility or mechanical component for any reason. Any such repair, modification, or adjustment, as required, or as a result of the pier installation, is not part of this proposal, and any such subsequent expenses shall be 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 as 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.

## POWERLIFT FOUNDATION REPAIR

### Perimeter Steel Pier Warranty

#### 1. LIFETIME LIMITED WARRANTY:

POWER Lift will provide adjustments to, repair or replace its foundation bracket assembly and/or steel piling provided under this agreement if defects in material or workmanship in these items occur during the life of the structure being pilled 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 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. 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 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 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 this warranty will be as provided in 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, WALL PAPER 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 foregoing 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!