

**MIKE LOONEY**  
Project Manager

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P.O. Box 2991  
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**MJACK**

April 29, 2022

[REDACTED]  
69 Cold Stream Way  
Hendersonville, NC 28704

[REDACTED] (704) 400-8700  
[REDACTED]

**Re: Proposal – Foundation Stabilization**  
69 Cold Stream Way  
Hendersonville, NC 28704

**1.0 Basis of Proposal**

North Carolina building codes require a professional engineer design all helical underpinning proposals. Ram Jack has employed a professional engineer to make design recommendations for foundation stabilization at the above referenced site. The engineering drawings are the property of Ram Jack and will be maintained in our files. The engineering drawings are proprietary and cannot be used by other contractors.

**2.0 Scope of Work**

Ram Jack will provide all labor, equipment, material, and supervision necessary to install stabilization to the foundation in accordance with the following scope of work. The repairs noted in this agreement are structural in nature and do not include cosmetic repairs or does not guarantee the structural integrity of the dwelling as a whole. During structural repair work, the scope is likely to vary somewhat due to the nature of this type of construction. Most structural members are hidden from full view and when being repaired there may be more or less damage than expected. Ram Jack assumes that the bottom of the footing will be reached within 3 feet of earth excavation and footing will meet the 8" minimum thickness. Ram Jack expects not to encounter rock or concrete underpinning at the area of our work. If the scope of work must change to meet codes or insure structural integrity and it affects the cost of the repair, Ram Jack will notify the client as soon as the discovery is made. Ram Jack only guarantees stabilization of the foundation. Ram Jack shall exercise due diligence in performing the work and make every attempt to close cracks in repair area, but cannot guarantee crack closure. However, small cracks may develop during the course of the work. Ram Jack shall not be liable for any such damages. No warranty of any kind for plant survival and will not be held responsible for incidental lawn damage associated with project.

**Ram Jack Foundation Repair Systems**  
Post Office Box 2991, Huntersville, NC 28070 \* Phone 704-892-2900 \* Fax 704-892-0506

### Scope of Work:

- 1) The items specifically covered in the scope of work are based on facing the property from the front of the structure
- 2) Installation of three (3) Ram Jack Underpinning piles located under the front porch of the structure to an estimated depth of 20 linear feet to stabilize the vertical settlement that has occurred. Site geological conditions determine the completed pier depth.
- 3) Installation of six (6) Ram Jack Underpinning piles located under the front right corner of the structure to an estimated depth of 20 linear feet to stabilize the vertical settlement that has occurred. Site geological conditions determine the completed pier depth.
- 4) Ram Jack will provide a **Life of the Structure Warranty** for underpinning area which is backed by Ram Jacks **National Warranty Trust**.

### 3.0 Pricing

The above scope of services will be performed for the following fee of **18,125.00**, plus applicable sales tax which includes the materials and labor costs to perform the work outlined in the scope of services. **Ram Jack will require that the lump sum fee of this agreement be paid at the completion of the project. Ram Jack accepts Personal Check, MasterCard, and Visa as forms of payment.**

The following additional fee applies if assumed underpinning pier depth is exceeded, \$42.00 per linear foot for underpinning depths greater than 20 feet. There is no deduction in price for pier depths less than 20 feet.

Interest will accrue on any balances unpaid for over 30 days at a rate of 18% per annum. If it becomes necessary for Ram Jack of Charlotte, LLC to pursue collection activities on an overdue account, all costs, including attorney fees of no less than 15% shall be added to the unpaid amount.

  
\_\_\_\_\_ Initial

**4.0 Schedule**

This proposal is based on one mobilization and operating in a continuous and uninterrupted manner. Ram Jack anticipates that the proposed scope of work can be completed within 1-2 working day(s), unless unforeseen conditions are encountered or weather delays the project

**5.0 Proposal Timeline**

Should notice to proceed with this project exceed 30 days we would wish to review our estimate to compensate for any changes in job cost.

**6.0 Acceptance**

This proposal is offered for your acceptance.

Respectfully submitted,  
Ram Jack of Charlotte, LLC

Approved:  
Ram Jack  
Mike Looney

Accepted:  
Customer  
Jerrv Pitts

By: Mike Looney

By: Jerrv Pitts

Date: 4-29-22

Date: 4/29/22



June 16, 2022

Jerry Pitts  
69 Cold Stream Way  
Hendersonville, NC 28791

Re: Foundation Stabilization  
69 Cold Stream Way

Dear Mr. Pitts,

I would like to take this opportunity to personally thank you for allowing Ram Jack of Charlotte to serve you with the necessary foundation repairs. I do appreciate your business and hope that everything went smoothly and to your full satisfaction.

Enclosed you will find the Warranty Certificate. This warranty is transferable for the life of the structure.

If you have any questions or require any additional information, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark D. Beckham". The signature is fluid and cursive, written over a light blue horizontal line.

Mark D. Beckham  
President

Enclosure



## LIFE OF STRUCTURE WARRANTY

### I. LIFE OF STRUCTURE WARRANTY

#### **A. Sole and Exclusive Purpose**

The sole and exclusive purpose of this Life of Structure Warranty is to provide free adjustment, repair or replacement of the Ram Jack or Helical steel pier during the Warranty period should the Ram Jack steel or Helical pier fail to perform as intended within the limitations and exclusions herein states.

#### **B. Failure to Perform**

A pier fails to perform as intended when the foundation in the immediate area of The Work settles or moves downward after the completion of The Work.

#### **C. Sole & Exclusive Remedy**

The sole and exclusive remedy which Ram Jack is obligated to provide for pier failure is limited to repair, replacement or adjustment of the Ram Jack Steel Pier.

### II. THE WARRANTY IS TRANSFERABLE

### III. EXCLUSIONS OF THE LIFE OF STRUCTURE WARRANTY

**A. Heave** - Heave or upward movement of the foundation due to soil expansion is excluded.

**B. Settlement** - Settlement of the interior floor, slab or foundation is excluded except in the immediate area of The Work as described in Section I.B. "Failure to Perform".

**C. Area of Responsibility** - All areas outside the immediate area of The Work are excluded from this Warranty.

PROPERTY ADDRESS: 69 Cold Stream Way

PROPERTY ADDRESS: Hendersonville, NC 28791

**D. Consequential Damages** - This Life of Structure Warranty does not include any repair which is the result of consequential damages, including damage to concrete, drywall, sheetrock, wallpaper, paint, rigid materials or furnishings.

**E. Catastrophic Events** - The installation of Ram Jack piers will not prevent damage caused by Slope Failure, Soil Creep, earthquake, flood, seismic explosions or tornadoes. The Owner shall not hold Ram Jack responsible for direct damages or consequences of these damages should they occur.

### IV. INCLUSIONS

The following are included as part of the Life of Structure Warranty by Specific Reference:

- Contract for The Work
- Limitations of The Work
- Service Plan
- Cost of Services
- Limited Lifetime Warranty and
- Causes of Foundation Failure

THE WRITTEN TERMS OF THIS LIFE OF STRUCTURE WARRANTY, AS EXPRESSED ABOVE, REPRESENT THE ENTIRE WARRANTY OBLIGATION OF RAM JACK. NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE OR ARE MADE BY RAM JACK.

### V. FINAL PAYMENT

The Life of Structure Warranty becomes valid only upon receipt of final payment.

AUTHORIZED AGENT: 

**RAM JACK OF CHARLOTTE, LLC.**

P.O. Box 2991, Huntersville, NC 28070-2991 | Phone: 877-807-2000

