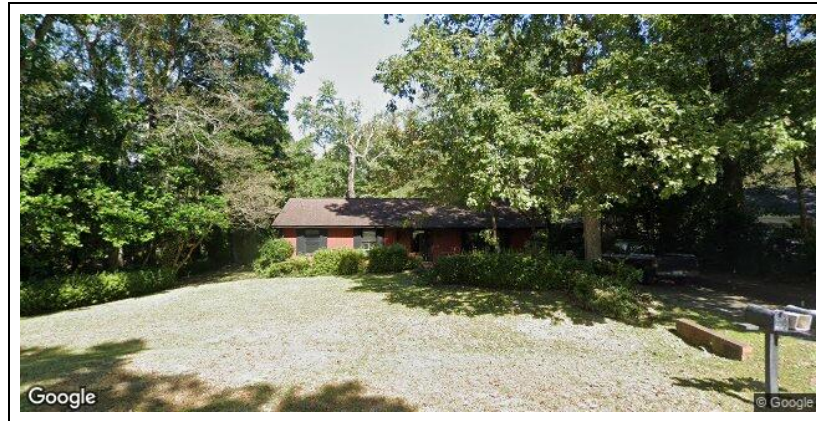




Prepared for:

**Loran Johnson**  
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Evaluated on:

Wednesday, February 19, 2025

Evaluated By:

Allen Ramsey

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**Ram Jack**

**4122 Bennett Memorial Rd. Suite #304**

**Durham, NC 27705**

**Main (919) 309-9727**

**www.ramjackusa.com**

# 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.

## Section 1

### **\*NEW\* Piles**

Product	Quantity
Helical (Underpinning)	8

### Notes

This proposal is based off the recommendations of the structural engineer Seacoast Engineering P.C. During the initial inspection it was noted that the left rear corner of the pier and curtain foundation has signs of settlement in the brick exterior wall. Also it was noted that the rear sunroom showed signs of settlement and detachment from the house at the right rear corner. RamJack proposes the installation of 8 underpinning piles for stabilization. These piles will be located under the pilaster piers on the exterior wall of the house (see drawing for details). Ram Jack will attempt to lift foundation as much as practical. Helical piles will be driven to an estimated depth of 20 linear feet to stabilize the vertical settlement that has occurred. Site geological conditions determine the completed pier depth. Note: The following additional fee applies if assumed underpinning pier depth is exceeded, \$32.00 per linear foot for underpinning depths greater than 20 feet. There is no deduction in the price for pier depths less than 20 feet. (Please see the attached drawing for all pier placements). Ram Jack will provide a Life of the Structure Warranty for the underpinning piles.

Note: RamJack does not guarantee crack closure or level floors, only stabilization.

# 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.

**Additional depth fee: Unless otherwise stated in contract description we give 20' of material per pile. In the event additional material is needed it would be charge at \$32.00 per linear ft. There are no deductions for piles that terminate less than 20'.**

## Contract

**Foundation Solutions, LLC** ("Ram Jack," "We," "Us," "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 Ram Jack piles on the interior and crawlspace, encapsulation and drainage. You may require one or more solutions but have chosen piles in the crawlspace and/or the perimeter with this agreement. Both of us agree as follows:

**1. Description of the Work** As your contractor, we will support the engineered flooring system in an interior crawlspace and/or perimeter of the foundation located at the Site within each designated area of work for the sole purpose of preventing 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 Ram Jack® helical piles supporting the flooring system and/or perimeter of the foundation 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, designs and approves the scope of work.

The work in the pier and beam crawlspace is described as follows: (a) At each pile location, the area is prepared to install a pile. Where recommended, we will replace or reinforce a joist/girder and/or other components; (b) Under the beam and where a pile will support an interior girder, a Ram Jack support bracket is positioned and fit at each pile location (Installation begins); (c) Each Ram Jack helical pile is advanced by torque, to the appropriate capacity and embedment, as we, in our discretion, determine; (d) In each area of work, we may lift girders within the practical limitations of the structure to improve the horizontal alignment of the girder, lifting the floor; (e) Each pile is affixed to its paired bracket with the Ram Jack securing technique to support the girder and prevent downward movement; (f) After securing each pile, we record elevation readings at each pile location (This is "Installation" (Work is complete for Payment)). If a crawlspace was filled with debris prior to our work, we may request an equitable adjustment through a Change Order for additional time to remove pre-existing debris. The above description is similar for perimeter piles. We will prepare the area by removing landscaping, excavating and positioning each pile under a footer (where one exists) and advance each steel pile to capacity. If the structure allows, we will lift the foundation and affix a bracket to each pile. Afterwards, we will attempt to replant landscaping, replace concrete, backfill soil, remove debris, relocate fixtures, and return the Area of Work to the condition that existed before our work began ("Backfill"). 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.

**2. Piles and Wood Flooring Systems 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 Ram Jack piles is to recover settlement, if possible, and to support the flooring system 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 balance of the job which is subject to any Change Order(s). 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 expenses. If these expenses are included in financing and not paid at signing, they are still nonrefundable. **You agree to pay the balance due immediately upon Installation**, before the Crew leaves the site, which is a condition you agree to meet to receive a Lifetime Limited Warranty. If financing, you agree to take action to approve payment. After 30 days late payment will accrue 1.5% interests. 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.

After installation, we may be required to leave open holes where an inspection is due. But after the work passes inspection, we will timely clean up and fill holes, given weather and scheduling.

If you cancel less than 3 business days before the start date and and or 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 \$2800.00 as well as any engineering and permit fees, 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, whether inside or out.
- b. Safe Premises and Utilities. If you know about potentially dangerous conditions, you will tell us. It is your responsibility to keep people and animals away from the work. 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 Ram Jack 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 foundation and flooring system consists of varying degrees of damaged wood. Because we are not engineers and our initial observations are limited and may be limited by lack of space, you release us from all liability with respect to the condition of wood and foundation components, and discovery of its damage, and you agree to indemnify us from any judgment, costs and attorney's fees in return for Ram Jack installing piles.

**6. Essential Repairs and Unsafe Conditions.** Unless agreed to in a separate written agreement, you have not contracted with Ram Jack to repair the flooring system or replace wood. a. If we observe wood damage in areas on which 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 or we deem conditions as unsafe and you hereby release us from all liability in a writing and we shall collect no installation fee for work on the interior crawlspace. When you authorize repairs, we shall continue work afterwards and you hereby release us from any 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 plants or landscaping materials as plants will not survive. The replacement of plants, landscaping and related materials are your responsibility from which you release us.

**8. Unexpected Conditions.** Because we are limited to a visual inspection without destruction or testing, unexpected conditions may arise. When work begins, fixtures such as HVAC components, encapsulation materials, obstacles such as rocks, old piles, excess concrete, bricks and debris that 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 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/beam stress by improving alignment of the beam, footings, and any basement walls 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. These objectives, however, are not guaranteed.

**a. Limitations of Results.** We support the flooring system. We do not represent the work to fix or repair the flooring system, wood flooring, to level the floor, prevent creaking or removing any warping and/or bending of wood in any area, including the floor. Wood has memory, and our work may allow it to improve existing humps/bending but wood will not return to its original state. The longer that wood is resting in a humped/bent condition, the less likely it is to improve. You may not be able to lay a new floor down after the work as it may not return to level. As stated previously, our work supports the engineered flooring system in the areas of work. It is not a substitute for a deteriorating flooring system.

**You agree you have read and understand the limitations of results above and recognize that while Ram Jack will attempt to obtain desired results, that they make no guarantees and are limited by the existing flooring and its condition. I hereby release Ram Jack from all liability with respect to the results of the work other than preventing downward movement of a pile.**

**b. Crawlspace Damage.** Your crawlspace may have limited space and we may need to move ductwork and other obstacles. You will authorize us to move any components in a crawlspace with a Change Order. Damage may occur to HVAC, electrical/utility systems, air ducts, termite treatment, insulation, crawlspace encapsulation, vapor barriers, plumbing, pipes, and other fixtures. We will notify you in writing of any observed damage.

**10. Objectives of the Work for Perimeter Piles.** We want to prevent future downward movement above each pile and/or reduce structural stress by improving the alignment of the beam, footings, and any basement walls, as indicated on the Scope of Work. We want maximum practical recovery of settlement without interfering with the objectives or damaging previous structural improvements. But we cannot guarantee objectives because we work on your structure as-is. Since construction may limit results, we do not guarantee the work to close cracks, align doors and windows, to lift the foundation (or to any height), straighten walls, improve the slope of floors ("level") to any standard, "fix" a foundation, or "fix" a particular issue in any area of work.

**11. Assistance at Installation.** We ask that you attend Installation. If not, you waive your rights as to any lift or its extent. We will make our best efforts to lift, or gain sufficient lift, to attain objectives while maintaining the integrity of the foundation and structure.

**12. Lift Beyond Practical Limits.** We cease any lift, in our sole discretion, which we believe is the practical limit of the flooring system/floors and/or foundation. If you request more lift, we will do so, but you must first sign a document directing us to obtain more lift, and that you release us from any standard of care as to the work and from all damages and liability.

**13. When Installing Piles.** Installing and lifting a on a flooring system and/or the foundation has the potential to cause damage. In our experience, damage is not typical but when it does happen, it is usually cosmetic. Because we conduct work on a structure as-is, it may have existing defects or previous repairs where damage may surface. Unless stated otherwise, you release us from liability for all damages (direct, consequential, etc.) and injuries, including but not limited to the following: (i) the structure and its components, including utilities/wiring, may move or crack in any area of the structure; (ii) People and pets may get injured if they roam near or in the Work. Please keep them away; (iii) Furniture, fixtures, floor coverings and personal property not removed from work areas may suffer damage; (iv) You are responsible for all unmarked utilities, either public or private at the site, leading to or from the site as well as damage to buried utilities and plumbing, including any fixed pipes and conduits leading to or from the structure; (v) cast iron plumbing may have eroded and can leak; (vi) we drill/cut through a floor to install piles, which will damage flooring and cause dust. We attempt to minimize dust, but are not responsible for general cleaning, or sealing concrete, reinstalling floors and coverings. You will have dust after the work; and (vii) we may demolish surface areas and/or cause additional cracking of mortar and brick.

**14. Defects.** We cannot observe all structural elements that affect the foundation. They are covered by sheetrock, prior repairs, flooring, coverings or tight crawlspaces that make it difficult to conduct a thorough inspection. We assume the structure meets building code. You release us from construction and structural defects, their discovery, and damages that un repaired or future defects may cause.

After the Work

**15. Final Inspection; Backfill; Cosmetic Repairs.** Please show any damage to the field superintendent, and discuss any allowable repairs, which we may conduct (i.e., minor repairs), in our sole discretion, before the crew leaves the site. Where the work removed concrete, brick, etc., the depth, color, and texture of replacement concrete or mortar will not match the existing surface. Cosmetic repairs to sheetrock, mortar, and wood repair, etc., are not within our scope of work. Please delay making repairs for a minimum of two months as structural components adjust to the Work.

**16. Get a Plumbing Test; Drainage.** We recommend you conduct a hydrostatic plumbing test of all supply and waste systems to detect any damage and leaks after the work, especially where we installed perimeter piles. We are not liable for past, present or future leaks, and you hereby release and indemnify us from all damages (direct, consequential, etc.) due to any plumbing leaks.

**17. Limitations of Pilings.** Each pile supports a limited area directly above it along a load bearing structural beam where it exists. Our piles are not designed to prevent upward ("heaving") or lateral movement. Factors such as the location and grading of the property, water accumulation, groundwater, subsurface soil movement, and plumbing leaks may cause heaving or lateral movement in any area of the foundation. You release us from any liability or warranty due to such conditions. It is your responsibility to monitor the foundation on a regular basis, remove excess water, repair plumbing leaks, properly grade the property, and provide drainage away from the foundation.

**18. Continuing Movement.** In areas where we do not conduct Work, we either observed insufficient movement or you declined Work, for which you release us of any liability or warranty. Where soil consists of expansive clays, soil pressure (or lack of it) may cause settlement, lateral movement, and heaving in and around the structure. If your foundation experiences movement in an area where we did not work, you may want to contract for additional work.

**19. Warranty.** We will conduct our work in a workman like manner. Other than the above warranty, we make no others, written, oral, express or implied as to the work. Our limited warranty applies after the work.

**20. Acts of God/Nature.** Our piles may fail (either from downward movement or upward lift) from catastrophic events, which may take the form of tornadoes, earthquakes, excessive wind (including hurricanes), storm surge, fire, explosions, flooding, slope failure, failure from soil creep, soil collapse, heaving, subsidence or similar events. You release Ram Jack from liability due to such events or their consequences.

**21. State Law; Amendment; Savings Clause; Liability; Rights.** This agreement is governed and defined by the laws of North Carolina with venue in Wake County. Our Operations Manager must approve any amendment to this Agreement in a writing, and after review may cancel this agreement within 3 business days of its signing. If any provision of this contract is held unenforceable, then it shall be modified to reflect our intent, and all remaining provisions shall remain in full effect. You agree that damages are difficult to estimate due to the nature of the Work and agree the Installation fee is a reasonable valuation of damages if a breach occurs, that this amount is not a penalty, but fair and reasonable and is the extent of our liability. You waive the right of subrogation of your property insurers to recover from Ram Jack for any losses that such insurers paid. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**22. Your Satisfaction Is Our Goal.** If you have a concern during the Work, you agree to first talk with your field superintendent or call us at 888.309.9727. Other than our right to collect the Installation fee, You and Ram Jack agree not to litigate, but to resolve any dispute arising out of this Agreement by negotiation and arbitration as follows:

a. Negotiation. We will first attempt to resolve all issues for six months after we meet at the Site and may agree to extend this period. When issues related to drainage/plumbing, etc., exist, you agree to repair such issues before we conduct work or inspections. When soils have stable amounts of moisture, you shall allow our retained engineer and us to inspect and do testing at the site, and review any reports prepared by engineers, which are related to the site.

b. Expedited Arbitration. If we do not settle all disputes by negotiation, then except as provided above, we both agree to settle any remaining claim arising out of this contract, 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 Judgment on an award that the arbitrator(s) gives is limited to an award in conformity with the law and may be entered in any court having jurisdiction of the matter. The arbitrator shall not award punitive or other damages not measured by the winning party's actual damages, except as required by statute. We shall arbitrate in Raleigh, NC, and the laws of the State of North Carolina shall govern. Each of us shall bear our own costs, fees and expenses of arbitration and both agree, consistent with the expedited nature of arbitration, that each of us will, upon written request, promptly provide copies to the other of all relevant documents and allow us and our retained engineer to inspect and conduct tests at the site. Each of us shall bear the costs of the neutral arbitrator equally, and shall pay when invoiced, and be fully paid up before the award is delivered. We both agree that a structural engineer experienced in foundation support shall be named as arbitrator. Neither of us 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.

23. This Writing Is Our Agreement; We don't want you to rely on what someone said or showed you. You agree that this agreement and its related documents, as described below, are the entire understanding between us concerning the products and services we are offering, and takes the place of all other agreements, whether written or oral, between us. You agree that your Ram Jack representative did not may any statement to you that contradicts this agreement. YOU SHALL NOT RELY ON, AND YOU AGREE THAT YOU ARE NOT RELYING ON ANY STATEMENTS, VIDEO, OR MEDIA THAT YOU HAVE READ, SEEN, OR HEARD OUTSIDE OF THIS WRITTEN AGREEMENT, AS THEY ARE NEITHER WARRANTIES NOR PART OF THIS AGREEMENT.

Ram Jack provides up to 20 feet of pile material for each pier location. Site geological conditions determines the completed pile depth. Should site conditions require pile depths over 20 feet, the footage will be billed at \$32.00 per lineal foot. If the pile depth exceeds 20 feet, the Owner will be notified of the potential additional charges. There is no deduction for pile depths less than 20 feet.

Ram Jack uses the finest methods and materials in the industry to repair foundations. However, the ability to [completely] level or close cracks varies from site to site.

*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: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

# Costs

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**Subtotal: \$13,759.48**

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## Fees

Description	Quantity	Amount	Total
Permit & close out	1.00	\$900.00	\$900.00
<b>Total:</b>			\$900.00

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**Total: \$14,659.48**

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## Payment Terms

Deposit	<i>Due at bid acceptance</i>	\$7,329.74
Final Payment	<i>Due after project completion</i>	\$7,329.74

**Or finance \$14,659.48 with Wisetack**


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\*All financing is subject to credit approval. Your terms may vary. Payment options through Wisetack are provided by our [lending partners](#). For example, a \$1,200 purchase could cost \$104.89 a month for 12 months, based on an 8.9% APR, or \$400 a month for 3 months, based on a 0% APR. Offers range from 0-35.9% APR based on creditworthiness. No other financing charges or participation fees. See additional terms at <https://wisetack.com/faqs>

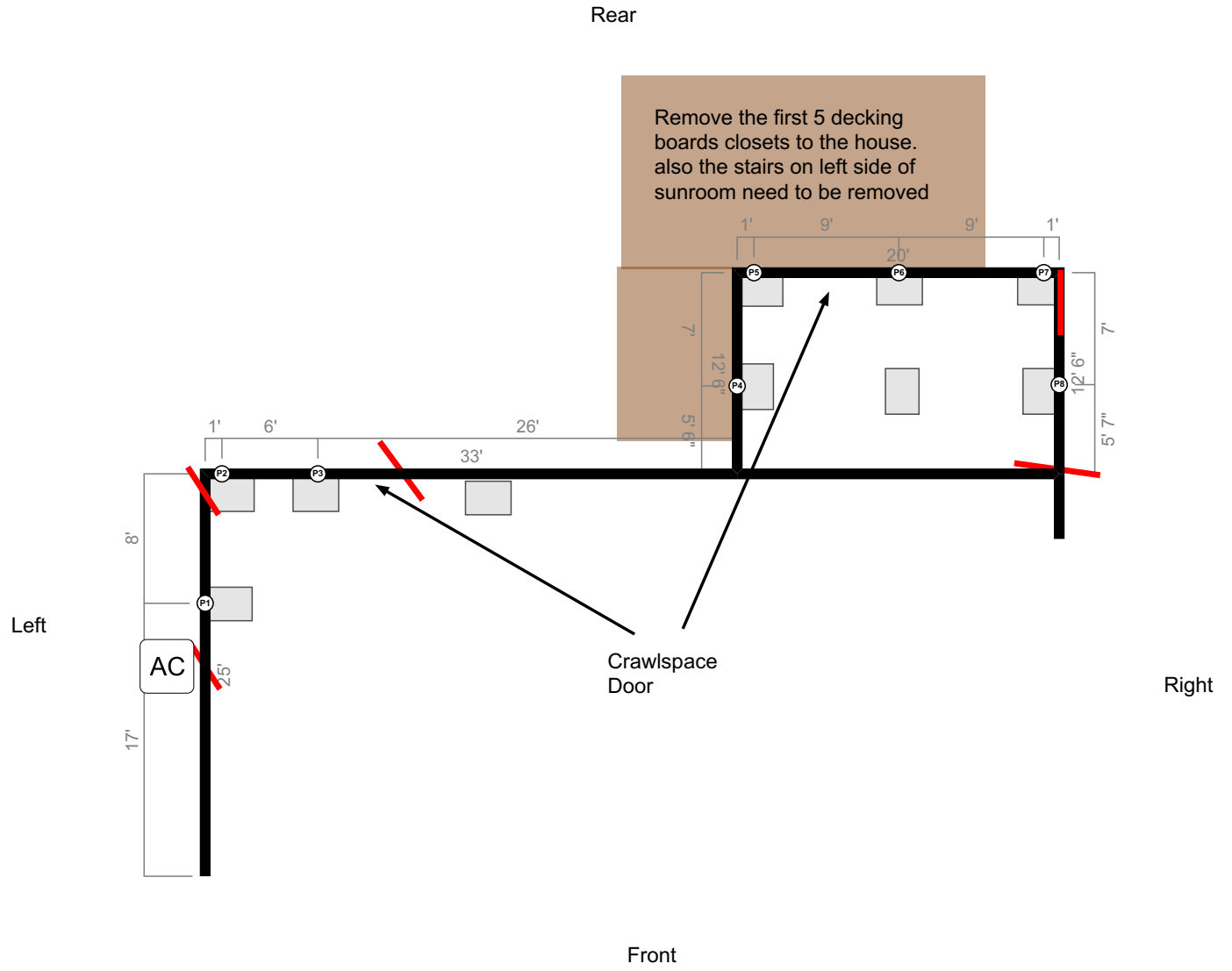


**Legend**

Foundation 

Exterior Pier 

Deck 



Loran Johnson



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 Created 2/19/2025