



Foundation Solutions

4.9 ★★★★★ 243 Google reviews



Prepared by:

Preston Minnich
C 405-397-2712
pminnich@vestafs.com

VESTA Foundation Solutions
www.vestafoundationssolutions.com
TF 405-213-0492
F OK18/Z2

Prepared on:

2-21-22

Prepared for:

Dave Andren (city manager)
citymanager@cityofmangum.net
P (580) 782-4000

Job location:

E County Rd 1470
Mangum, OK 73554

Project Summary

Lift and Level	\$4,962.99
Permanently Stabilize Foundation	\$32,146.60
Total Investment	\$37,109.59
Combo M & SD	\$2,597.67
Total Contract Price	\$34,511.92
Deposit Required - 15%	\$5,176.79
Deposit Paid	\$0.00
Amount Due Upon Installation	\$34,511.92

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 10 days due to prices being subject to market fluctuations.

Authorized Signature _____ **Date** _____

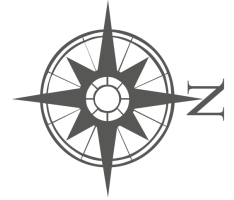
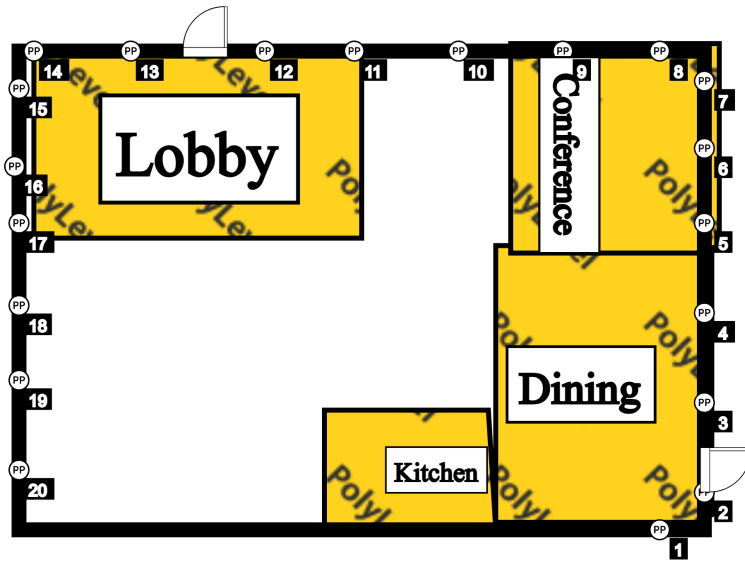
Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 5 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. **NO VERBAL COMMITMENTS AND PROMISES ARE EXPRESSED OR IMPLIED OUTSIDE OF THIS WRITTEN DOCUMENT.**

Customer Signature _____ **Date** _____

Customer understands VFS is not liable for damage caused by lift. **Initial** _____

Customer understands original position may not be possible. **Initial** _____

Job Details



Job Details (Continued)

Specifications

1) Install PolyLEVEL as indicated on job drawing. 2) Install Push Pier(s) to support the foundation as shown on job drawing using a standard bracket. Final Location of pier(s) is subject to field conditions. Footer will be prepared by notching the concrete to seat bracket. External sleeve will be installed to re-enforce the pier system. The friction reducing collar will be utilized to ensure proper depths and load testing. Once complete the pier will be locked, benchmarked, and documents. Load testing and depth logs to be delivered upon completion. 3) Excavate the soil at each pier location to the footing. Backfill and tamp soil after the system is installed. 4) Attempt to lift foundation. Ability to lift foundation is subject to field conditions and restoring to original position is not guaranteed. 5) Remove and replace concrete as indicated on job drawing.

Additional Notes

Smart Jack Systems may need additional Lift after installation. The first scheduled adjustment will take place approximately 90 days after install and will be included in the original price. Additional tightening trips due to memory in lumber after the initial 90 day adjustment will be subject to a service fee of \$199 per visit. _____

Underground lines that cannot be located may be subject to damage during excavation. Vesta is not liable for damage to underground hidden lines that may be damaged. _____

Customer understands to move personal belongings away from work area prior to installation date. If items are not moved then the project will need to be rescheduled and subject to a fee of \$750. _____

Customer understands that VFS will attempt to confirm installation date and time 10 business days prior to installation. If we are unable to confirm the installation date, the project will need to be rescheduled and subject to a fee of \$750. _____

If the project involves multiple services/stages then partial payment is required at completion of each stage _____

Product List

Lift and Level

PolyLEVEL 4 areas

Permanently Stabilize Foundation

3" Push Pier, Standard Bracket 20
 Pier Excavation, 0-5' 20 ft
 Lift Procedure 20
 Concrete R & R, Per Anchor 9

Lift and Level - Areas

Area Title	LxWxD	Lbs	Location	Notes
Lobby	21x18x1	121	Front	
Conference	13x12x1	50	Front	
Dining	12x12x1	46	Front	
Kitchen	9x8x1	23	Front	

Recommendations to Your Project

Permanently Stabilize Foundation - Protect

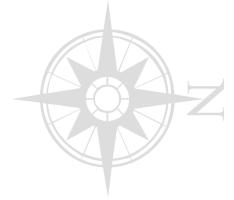
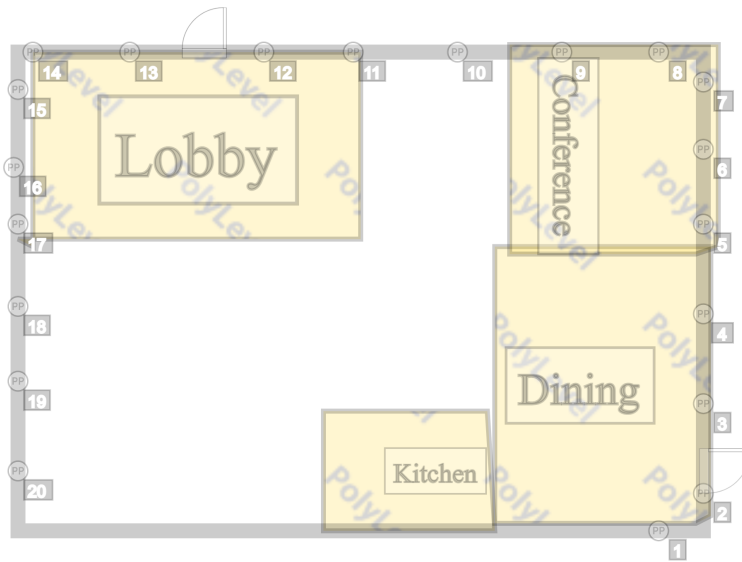
7 3" Push Pier, Standard Bracket

\$12,546.56

7 ft Pier Excavation, 0-5'

7 Lift Procedure

4 POLY Level Injection, Custom 2



Limited Warranty

Standard Exclusions Permitted By State Law

This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Vesta Foundation Solutions ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms

For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Due to unknown seismic events and characteristics of concrete this material and warranty are subject to observation of seismic occurrences and their effect to the home and repair.

Foundation Piers

Contractor warrants that the foundation piers will stabilize the affected area(s) against further settlement for 75 years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the foundation piers. Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. Customer should be aware that damage can occur to the structure during a lift operation and that Contractor is not responsible for such damages. Foundation piers provide vertical support only and cannot be expected to provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost. Examples of lateral movement would be steep slopes and street creep causing the stem wall to rotate.

PolyLEVEL®

Contractor does not represent that PolyLEVEL® will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. For concrete slabs raised with PolyLEVEL®, Contractor warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch for a period of 5 years from the date of installation. If it does, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty includes any applications that are caulked or patched. Warranty does not protect against damage or abuse to concrete or caulking. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

Exclusions

THIS WARRANTY DOES NOT COVER, CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM: 1) exterior waterproofing; 2) plumbing damage; 3) Customer-caused damage; 4) dust from installation; 5) damage to real or personal property such as walls, countertop, or floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job; 6) any injury or damage caused by mold to property or person; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any cause outside Contractor's control; 8) damage from a lifting operation; 9) basement water seepage; and 10) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils. Contractor does not express or imply verbal or written, any liability for damage to underground hidden utility lines.

Items For Which Customer Is Responsible

Customer shall: 1) make full payment to the crew leader upon completion of work; 2) prepare the work area for installation; 3) be responsible for any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) mark private lines (satellite, propane, sprinkler, etc.) 5) maintain positive drainage away from the repaired wall(s); 6) keep gutters clean and in good working order; 7) direct downspouts a sufficient distance away from the repaired wall(s); 8) maintain proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Water Management

Water Management -- The Contractor warrants that if water from the walls or floor wall joint passes through the perimeter water management system and into the basement floor that we will provide the additional labor and materials to fix the leak at no additional charge to the Customer. Contractor is not responsible for any damages caused as a result of failure of the water management system. Contractor is not responsible for any damage to contents of the property. This warranty applies to WaterGuard systems along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided

VFS, LLC. is notified within 30 days of the real estate transfer. The water management system shall not rust, rot or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances. This warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks, hurricanes or other acts of God. Contractor is not responsible for peeling paint, water once it is pumped from the house, dust created from installation, damage to hidden or buried fuel/utility service lines, or frozen discharge lines without an IceGuard. Floor cracks are warranted against leakage only with full perimeter WaterGuard systems. Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer's warranty which is 60 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are recommended but cannot be relied upon to work in every situation. Annual maintenance is recommended to find potential problems, but not required for this warranty to be in effect. Unless otherwise noted, electrical work is not included in this contract and problems for electrical connections or lack thereof are the responsibility of the customer. Systems that drain to daylight cannot be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations, or for a system which requires cleaning, flushing or other service as necessary to keep it functioning. Wall cracks repaired with FlexiSpan are warranted against leakage for 1 year.

Limited Warranty (Continued)

Encapsulation

VESTA Encapsulation System -- A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture, however the encapsulation system does not claim to be a mold mitigation system and a April Aire dehumidification/air purification system is highly recommended to further reduce mold growth. Wet crawl spaces require a drainage system, and a Sump system to remedy the problem with water below the VESTA Liner liner. VESTA Liner has a transferable 25

year warranty— there will be no charge for service calls on any tears or holes in the VESTA liner (not caused by abuse or misuse), in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer's warranty. Installation of the system does not include extending discharge lines more than five feet from the foundation or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once it is pumped from house, or condensation. THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects. Customer agrees to keep area dry and to promptly report any problems to the Contractor. There are no other warranties, oral or written.

Smart Jacks

Smart Jacks

Contractor warrants that the SmartJacks® will stabilize the affected area(s) against further settlement for 5 years from the date of installation, or else Contractor will provide labor and materials, at no cost to Customer, to make any necessary adjustments to the SmartJacks®. This does not include finishing materials like sheetrock, painting and the such for any finished area of the home. In instances where aggressive tightening procedures need to occur causing additional trips due to memory, additional charges may apply based on customers request. Additionally, the manufacturer of SmartJacks® warrants that SmartJacks® will, under normal use and service, be free from defects in material and workmanship for 25 years from the date of installation (see manufacturer's warranty for more details). If changes occur due to excess moisture in the area(s) where SmartJacks® are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to customers. Due to the nature of a wood framed foundation, wood building materials do not adjust to the newly installed support during the original installation. At an additional cost, Vesta recommends annual or semi-annual services to tighten the SmartJacks® to achieve as much lift as possible.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three (3) business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

VESTA FOUNDATION SOLUTIONS CORPORATE OFFICE
4609 S Rockwell Ave, Oklahoma City, OK 73179

VESTA Foundation Solutions

TF 405-213-0492

F OK18/Z2

www.vestafoundationssolutions.com

3709 NW 3rd St

Oklahoma City, OK 73107

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. We will not cancel work order or process refunds until signed copies have been received. Notice: Any expenses adopted by Vesta Foundation Solutions during the setup of your project will be retained. These expenses include but are not limited by: Engineering fees, stocking of special ordered product, wages toward employees, database files and or/ financing fees from Greensky. ANY MONIES RECEIVED AS A DEPOSIT ARE NONREFUNDABLE IF RIGHT TO CANCEL IS EXERCISED OUTSIDE OF THE AFOREMENTIONED THREE (3) BUSINESS DAYS FROM THE DATE OF SIGNATURE.

I wish to cancel.

Owner's Signature _____ Date _____

Owner's Signature _____ Date _____

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature _____ Date _____

Owner's Signature _____ Date _____