

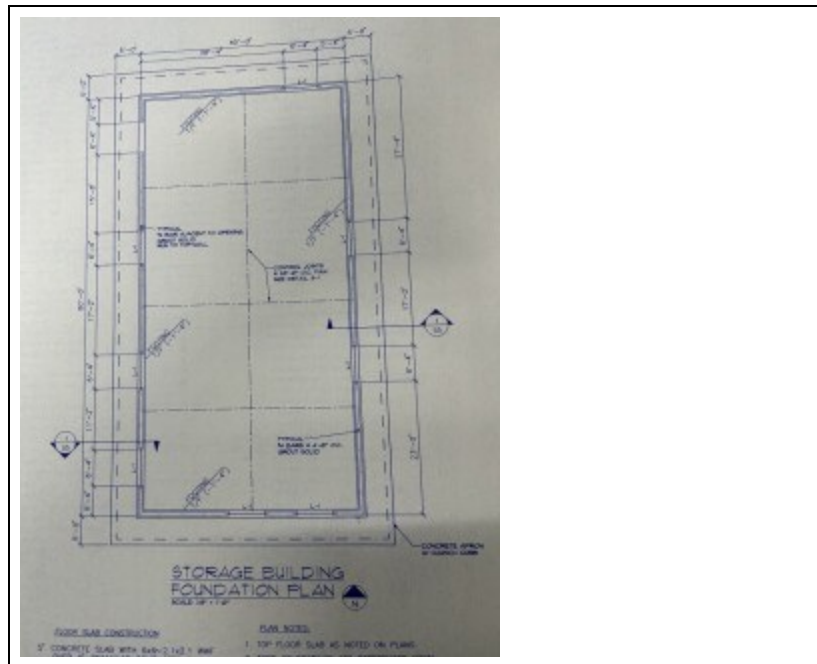


Prepared for:

**City of Willowick
Terry McCarthy
Arnold Road**

Willowick, OH 44095

(440) 283-5240 | tmccarthy@cityofwillowick.com



Evaluated on:

Wednesday, October 23, 2024

Evaluated By:

Richard "Skip" Follett

(440) 975-3595 | skip@ramjackoh.com

Ram Jack Ohio

P.O. Box 32667

Euclid, OH 44132

Main (440) 975-3595

www.ramjack.com/cleveland/

Scope of Work

We would like to thank you for giving us the opportunity to earn your business. Our belief is to approach projects using a comprehensive plan that corrects the source of the problems and the symptoms they have caused. This method provides a quality solution that lasts much longer than addressing only portions of the issues.

After performing a thorough examination of your property, we have prepared the following estimate and diagram to meet the needs of your project. We believe this will provide a detailed explanation of our solution as well as the associated costs.

Please review our Agreement for Work that describes the work, its purpose, what may occur during and after work, limitations and Limited Lifetime Warranty.

Deposits and payments can be made by: Check (mail to RAM JACK OH, P.O. BOX 32667, EUCLID, OHIO 44132); Credit Card: Please call 440-975-3595 with credit card information. NOTE: Credit card payment(s) will be assessed a 3.6% processing fee. Prior to payment, please contact the office for the fee amount. If credit card payment is made without contacting office, the fee will be added to your final invoice; Financing through Enerbank USA (call 440-975-3595 for information);

Section 1

Overview

Excavate to bottom of footing
remove concrete
backfill with gravel (provided)

Pier Installation

Piers will stabilize the foundation by excavating the soil along the base before inserting the pier to the proper depth.

Piers are quoted at 21 feet per pile. Beyond 21 feet, there is an additional charge of \$30 per foot with a minimum of five (5) feet unless otherwise noted.

Product	Quantity
Helical Pier	6

Notes

install Helical piers to locations on drawing



Excavation

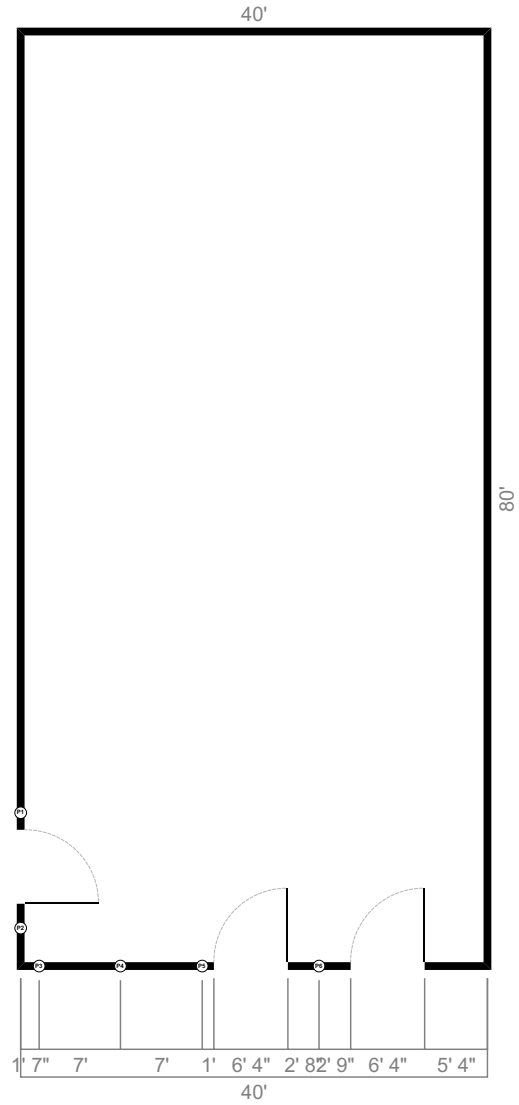
Product	Quantity
Excavation	50

Notes

N/A

Legend

- Foundation 
- Exterior Pier 



Manry Park Storage Building



Ram Jack Ohio
P.O. Box 32667
Euclid, OH 44132
www.ramjack.com/cleveland/

Project Address
City of Willowick
Arnold Road
Willowick, OH 44095

Created By
Richard "Skip" Follett
(440) 975-3595
10/17/2024

Costs

Section: Section 1

Description	Quantity	Cost
Helical Pier ¹	6.00	\$11,100.00
Excavation	50.00	\$1,000.00
Total Cost:		\$12,100.00

¹ Piers are quoted at 21 feet per pile. Beyond 21 feet, there is an additional charge of \$30 per foot with a minimum of five (5) feet unless otherwise noted.

Total*: \$12,100.00

* Upon final invoicing, a 6.75% sales tax will be added to applicable items.

Payment Terms

One-Time Payment	<i>Due at project completion</i>	\$12,100.00
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- Financing through EnerBank USA (call 440-975-3595 for information);
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Terms & Conditions

Warranties

Limited Lifetime Warranty For *Bid #1661*

What Ram Jack Covers for the Life of Your Structure The Ram Jack® steel pile is designed to resist vertical settlement of a load-bearing structural beam under which a Ram Jack steel pile is directly installed. The Ram Jack Limited Warranty ("Warranty") is that any Ram Jack driven steel or helical pile, which RAM JACK OHIO, LLC ("Ram Jack") installs at your property, will not experience downward movement.

Period of Coverage. Coverage begins upon full payment of the Ram Jack installation. Coverage continues for the life of the structure and terminates upon the first of the following to occur: (1) you transfer the property but take no action to transfer the Warranty, (2) the transfer does not qualify, (3) a person other than Ram Jack alters, works on, disturbs, or adjusts your Ram Jack Foundation Solutions System, (4) the structure is altered, creating additional loads as Ram Jack reasonably determines, or (5) the present structure no longer substantially exists.

What Ram Jack Will Do Free of Charge. Ram Jack will inspect its Work, and using its discretion, adjust or replace, free of charge, any Ram Jack driven steel or helical pile, including its respective bracket if damaged, should it experience downward movement ("settlement") as shown on the Service Plan, in a good and workmanlike manner, using the Ram Jack Foundation Solutions System. The preceding is your sole remedy under the Warranty.

Exclusive Warranty. This Warranty supersedes all other warranties related to the property, including any previous warranties, and is offered exclusively instead of any other warranties, written, oral, expressed or implied, all of which Ram Jack disclaims.

WHAT RAM JACK DOES NOT COVER

1. The Warranty does not cover any damages (direct, consequential, etc.) as a result of (1) downward movement of a pile and/or (2) adjustment or replacement of a pile. Consequential damages include, but are not limited to, damage to concrete, brick, mortar, sheetrock, wood, wallpaper, paint, fixtures, rigid materials, furnishings and all other components of a structure.
2. Ram Jack is not responsible for any movement of soil beneath the foundation/structure, and as a result, the Warranty does not cover: (1) any settlement of the foundation or floor outside the area directly above each pile, (2) any lateral and/or upward movement ("heaving") of the foundation or floor of the structure, and (3) any damages from movement. The Warranty does not cover any failure or defects (present or future) of the structure, including the foundation and the floor (and its substructure components, including existing piles and support joists and beams). The Warranty only covers the downward movement of a pile and does not cover damages from any movement of the foundation, floor, structure, or its components.
3. The Limited Warranty does not cover failure from catastrophic events caused by man or nature or a combination of both factors. Such catastrophes may take the form of tornadoes, earthquakes, excessive wind, fire, explosions, floods, tidal waves, rain causing slope failure, failure from natural soil creep, soil collapse, slope failure, heaving, sinkholes, subsidence, or similar events.

Transfer. The Owner of this Warranty is the person named in the Agreement for Work and any approved transferee. The Owner may transfer this Limited Warranty to a new owner of the property ("New Owner") if, within 60 days of a property transfer the following is sent to the address below or as requested: (1) the **Transfer Fee of \$120**, which is subject to change without notice, (2) transfer forms where Ram Jack is released from all claims other than this Warranty, and (3) the New Owner states they have and will retain possession of the Agreement. You must meet all requirements, or the transfer is void. Ram Jack transfer forms are available upon request.

State Law; Disputes. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. ANY DISPUTES UNDER THIS WARRANTY ARE SUBJECT TO THE TERMS OF PARAGRAPHS 19 AND 20 OF THE WORK AGREEMENT.

RAM JACK OHIO, LLC offers this Limited Warranty on its work for: Terry McCarthy, at Arnold Road, Willowick OH 44095.

The Ram Jack Limited Lifetime Warranty is effective the date of this bid. In the event you require warranty work, contact Ram Jack at 1-440-975-3595 or RAM JACK OHIO, LLC, ATTN: Warranty Claims P.O. Box 32667 Euclid, OH 44132.

Contract

AGREEMENT FOR WORK

Welcome to Ram Jack - The Foundation Specialists. Engineered and manufactured in the U.S.A., Ram Jack® products are built to last for the life of your structure. This agreement describes the work, its purpose, what may occur during and after the work, and the limited lifetime warranty.

Ram Jack Ohio LLC. ("Ram Jack") and the Owner of the Improvement Site ("You") make this Agreement for Work on the date below. You want Ram Jack to conduct work, which Ram Jack wants to provide, to support a foundation in one or more Areas of Work at the Improvement Site ("Site"). The parties ("we" or "us") hereby agree as follows:

1. Description of the Work. As general contractor, Ram Jack will support the foundation of the structure at the address of the site within each designated Area of Work for the sole purpose of preventing downward movement. Your Elevation Profile and Service Plan ("Service Plan") shows one or more Area(s) of Work, each of which consists of a series of Ram Jack driven steel or helical piles that support the foundation directly above each pile and between contiguous Ram Jack piles, but not beyond the last pile(s).

Ram Jack will install Ram Jack® patented steel piles in each Area of Work. The "Work" is generally described as follows:

- a. At each pile location, concrete is removed and landscaping unearthed as needed, fixtures are moved as you approve, the soil is excavated to obtain an opening, and the area is prepped to install a pile.
- b. Under the foundation beam, a Ram Jack support bracket is positioned and fit at each pile location.
- c. Where the Ram Jack bracket supports a guide sleeve, and where applicable, the Ram Jack extended guide sleeve is inserted through the support bracket.
- d. Each Ram Jack driven steel pile is hydraulically advanced, and the Ram Jack helical pile is advanced by torque, to appropriate capacity and embedment.
- e. In each Area of Work, the foundation beam is lifted and/or stabilized within the practical limitations of the foundation and structure to improve the horizontal alignment of the beam.
- f. Each pile is then affixed to its paired bracket with the Ram Jack patented securing technique to support the foundation beam and prevent downward movement.
- g. After securing each pile, elevation readings are recorded at each pile location ("Installation").
- h. Replant landscaping, replace concrete, backfill soil in Area(s) of work, remove Work debris, and relocate fixtures ("Cleanup").

2. Initial Fee. Upon reviewing and signing the bid, you agree to the payment schedule outlined in the bid. Ram Jack engages an engineer and applies for permits, and will suffer damages if you cancel 3 days after the date of this agreement. To prevent such damages, you waive your rights to any refund of the initial fee after 3 days, not as a penalty, but to approximate the expenses of Ram Jack.

- **Installation Fee.** Subject to any signed change orders, you agree to pay Ram Jack the balance of said deposit at signing and at the completion of said Work, and before the Supervisor leaves the site. Making payment as described above ("timely payment") is a condition to receiving a Warranty.
- If using **Ram Jack EZ Pay**, your balance due is the Installation Fee subject to any signed change orders. You agree to pay and take all action for timely payment as described above.

You agree to attend the Installation or arrange for your authorized agent to do so with authority to make timely payment. Attendance is required, as you must authorize the extent of any lift.

3. Costs of Collection. If Ram Jack incurs costs to collect payment, you agree to pay Ram Jack's reasonable attorney's fees and statutory interest beginning on the date Ram Jack completes the Work, in addition to any costs Ram Jack incurs.

4. Cancellation. You may cancel this agreement no less than three business days before your start date by writing to Ram Jack that you wish to cancel the work. **Ram Jack may invoice, and you agree to pay a fee of 10% if you cancel less than three business days before your scheduled start date and Ram Jack cannot reschedule the production crew ("crew") to work**

on your start date.

5. Preparing for the "Work"

a. **Inspect for Leaks.** Plumbing leaks can cause foundation issues and may lead to the foundation settling, heaving, or other failure. Since leaks are difficult to detect, Ram Jack requests you arrange an inspection or a hydrostatic plumbing test of all supply and waste systems after the Work. You are releasing Ram Jack from all related damages to plumbing, fixtures, and leaks.

1. During the Work, separation of fixed pipes and connectors may occur within the plumbing, and leaks are possible, although rare.
2. Ram Jack will locate public utilities and attempt to repair minor plumbing issues, including sprinkler lines, which occur as soil is moved. Because separation may occur during Installation, you release Ram Jack from liability for all damage to plumbing, and for damage to the structure due to leaks from plumbing, buried utilities, including but not limited to septic tanks, pipes, and conduits, pumps or wells, sprinkler systems, or installed waterproofing.

b. **Interior Work:** Ram Jack asks you to remove furniture, fixtures, and carpeting before the crew arrives. The Work will produce dust, noise and damage the floor. Ram Jack will make diligent efforts to restrict dust, clean the area, and fix the floor so you can lay new flooring; and you release Ram Jack from liability for such damage, including damage to carpet, padding, molding, baseboard, and other flooring. Ram Jack is not responsible for reinstalling or laying any flooring, floor covering, molding or baseboards.

c. **Safe Premises.** You must inform Ram Jack about any issues related to the property (structural failure, water wells, holes, animals, security, etc.) that may affect the safety of the crew.

6. **Structural Defects Affect the Work** A structural defect affects the design and execution and may limit our results. You agree to inform Ram Jack about any structural defect or concern in writing before the Work and provide evidence of its repair, or Ram Jack assumes no responsibility for such defect. You release Ram Jack from damages that unrepaired defects or future structural defects cause. Structural defects include, but are not limited to:

- Structure not built to State and Local Codes
- Brick or rock veneer improperly supported
- Decayed or damaged structural members, including those that a pile must support
- Floating slab not supported by the foundation.
- Insufficient or no steel reinforcement in the foundation and/or concrete floor slab, and low quality or weak concrete

7. **Recovery Exclusion**. The Work may result in lifting the foundation and at times, the floor framing or slab. When a lift occurs, Ram Jack attempts to reduce structural stress by improving the horizontal alignment of the foundation beam within practical limits, with the benefit that cracks may close, and windows and doors may align to open and shut more smoothly, etc., but Ram Jack does not guarantee such results.

Because Ram Jack seeks to maintain the integrity of the structure and foundation, Ram Jack does not represent the Work to "dodge cracks," "fix," or "level" the foundation, nor does Ram Jack represent the foundation to meet any slope criteria after the Work. Several factors, including structural defects and previous remodeling of the structure, affect the lift.

8. **You May Need Additional Work**. The Work is not an all-inclusive "fix." The foundation, structure, or both may require additional work. For example, in areas where you did not request Ram Jack to work (any area outside the Area(s) of Work), the foundation may require future work; piles installed at the perimeter of a structure will not support the related interior where no pilings were installed; and concrete may later develop cracks and require reinforcement.

9. **Damage Exclusion**. While Ram Jack conducts its work in a good and workmanlike manner, working in a limited space and on a structure that moves may cause damage. You release Ram Jack from liability for the following damages:

a. **General Damage.** When Ram Jack conducts the Work, the structure and its components may move. You may see damage such as cracks in concrete, brick, sheetrock, rock, veneer, tile, glass, damage to HVAC, air ducts, plumbing, electrical/utility systems, termite treatment, insulation, crawlspace encapsulation, vapor barriers, roof and shingles, flooring, and other rigid materials. It is the nature of the work that damage may occur when a structure moves.

b. **Crawlspace Damage.** When Ram Jack works in a crawlspace, the ability to move freely is limited, and Ram Jack may damage HVAC, electrical/utility systems, air ducts, termite treatment, insulation, crawlspace encapsulation, vapor barriers,

and other fixtures due to cramped space.

c. Lift to Practical Limits. Ram Jack will cease lifting at what it believes is the practical limits of the structure. If you request additional lifting, Ram Jack will only do so if you sign a document stating that you release Ram Jack from liability and will indemnify them for breach of any standard of care. Ram Jack will not lift without your attendance.

10. Concrete Replacement. When the Work includes installation of piles through concrete, and where Ram Jack removed concrete or repaired brick mortar, new concrete or brick mortar will not match existing concrete and brick mortar.

11. Plants May Not Survive. You release Ram Jack from liability for all damage to plants, trees, and bushes ("vegetation"). Ram Jack does not warrant that plants will survive. If you employ a professional to remove and replace vegetation, Ram Jack will assist them. You must care for your plants during the work.

12. Potential for Future Movement You agree that potential always exists for future movement of the foundation. Ram Jack describes your responsibilities for inspecting and caring for your foundation in "Causes of Foundation Failure."

13. Cosmetic Repairs. Ram Jack recommends you delay making cosmetic repairs for at least one seasonal moisture cycle (a minimum of 90 days) as wood and other components require time to adjust to foundation support.

14. Your Satisfaction Is Our Goal. You may discover movement in an area where 'Ram Jack did not work. You agree to call your Ram Jack representative at 440.975.3595, who will listen and attempt to answer your questions. When needed, a Specialist will meet with you, listen, review the Agreement, inspect your property, the Work, your foundation issues, and make recommendations as to the Limited Warranty and other foundation-related issues.

15. Limited Warranty for the Life of Your Structure. Ram Jack offers a transferable Limited Warranty for the life of the structure. You are eligible to receive the Limited Warranty upon your timely payment of the Ram Jack installation. Otherwise, the Warranty is void unless Ram Jack, at its discretion, offers you a Warranty. Ram Jack will send you a signed Warranty upon timely payment

The Ram Jack warranty is that any driven steel or helical pile that Ram Jack installs at your property will not experience downward movement for the life of your structure. Other than the above warranty, Ram Jack makes no others, written, oral, express, or implied. A copy of the Limited Warranty is available before you sign this Agreement upon your request.

16. Catastrophic Events. Ram Jack piles may fail from catastrophic events caused by nature or man or a combination of both factors. Such catastrophes may take the form of tornadoes, earthquakes, excessive wind, fire, explosions, floods, tidal waves, rain causing slope failure, failure from natural soil creep, soil collapse, slope failure, heaving, sinkholes, subsidence, or similar events. You release Ram Jack from all liability due to such catastrophes.

17. State Law and Amendment Rights This agreement and proceedings arising from it are governed and defined by the laws of the State of Ohio. If any provision of this Agreement is invalid or unenforceable, the remainder is enforceable to its full extent We may amend this agreement in writing, which we both must sign. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

18. Rely Only On This Written Agreement. *This agreement is the entire understanding between us concerning its subject matter and takes the place of all other agreements, whether written or oral, between them. YOU SHALL NOT RELY ON ANY STATEMENTS, VIDEO, OR MEDIA READ, SEEN, OR HEARD OUTSIDE OF THIS WRITTEN AGREEMENT, AS THEY ARE NEITHER WARRANTIES NOR PART OF THIS AGREEMENT.*

19. WAIVER OF JURY TRIAL. *AS A CONDITION PRECEDENT TO LITIGATION, WE AGREE TO RESOLVE ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR THE GOODS OR SERVICES OF RAM JACK THROUGH INFORMAL NEGOTIATIONS FOR A PERIOD OF SIXTY DAYS. IF WE DO NOT SETTLE ALL DISPUTES IN THIS MANNER, YOU AGREE TO UTILIZE ANY APPLICABLE STATE STATUTE REGARD NOTICE AND OPPORTUNITY TO CURE AS A CONDITION PRECEDENT TO ANY LITIGATION, WHICH SHALL BE BY WAY OF A TRIAL BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION. YOU AND RAM JACK HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. BOTH OF US ACKNOWLEDGE AND REPRESENT TO HAVE KNOWINGLY AND VOLUNTARILY WAIVED OUR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.*

20. NOTICE OF DEFECT AND OPPORTUNITY TO REPAIR. *OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL*

CONTRACTOR WHO CONSTRUCTED YOUR HOME AT LEAST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312 OF THE OHIO REVISED CODE, THE CONTRACTOR HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

The Ram Jack Operations Manager must approve any changes to this agreement in a signed writing. This agreement is effective for 60 days from the signing date. After the effective period, Ram Jack reserves the right to observe changes in foundation movement at the site, cancel this Agreement, and offer you a new Agreement.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. [See #4 above for an explanation of this right.]

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Disclaimers

Piers are quoted at 21 feet per pile. Beyond 21 feet, there is an additional charge of \$30 per foot with a minimum of five (5) feet unless otherwise noted.

By signing any forms or agreements provided to you by Ram Jack Ohio, 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.

Ram Jack Ohio Authorized Representative

Signature Richard "Skip" Follett Date: 10/23/2024

Customer

Signature: _____ Date: _____