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O Zone 2
Prepared on:
9-21-21

Prepared for:
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Job location:
109 Mills Street
Poteau, OK 74953

Project Summary

Lift and Level	\$2,446.03
Repair Cracks	\$171.00
Permanently Stabilize Floors	\$11,323.50
Total Investment	\$13,940.53
Total Contract Price	\$13,940.53
Deposit Required - 15%	\$2,091.08
Deposit Paid	\$0.00
Amount Due Upon Installation	\$13,940.53

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 This Proposal may be withdrawn if not accepted by the Customer within 30 days due to prices being subject to market fluctuations.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** _____

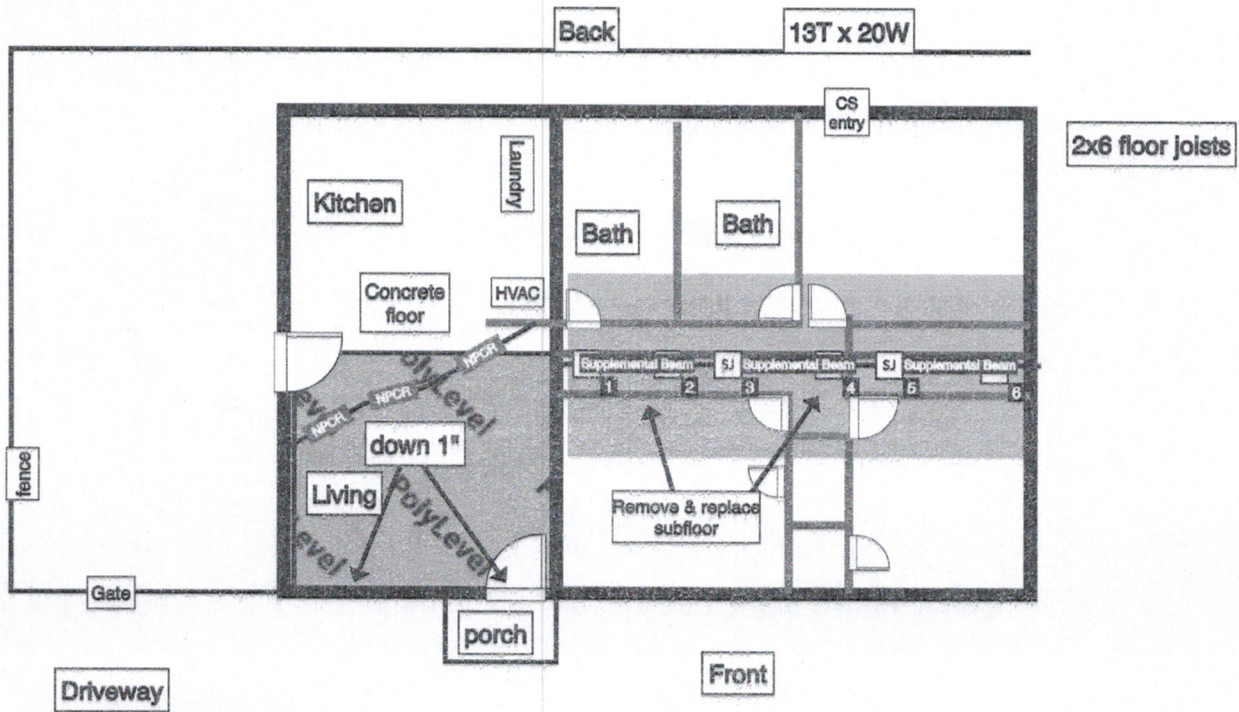
Customer understands VFS is not liable for damage caused by lift.

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) Clean up and prepare crack as needed and apply NexusPro joint sealant. 3) Install SmartJack supports as indicated on job drawing to support the floor joist system above. A hole will be excavated into the foil for preparation of the footer. The initial sections of engineered fill will be introduced and tamped every 3-4 inches to ensure compaction. Once this is complete the smart jack system will be installed in a manner to temporarily shore the floor system until each additional jack is installed. The jacks will then be tightened together and locked unless otherwise noted for lift. 4) Install supplemental steel beams as indicated on job drawing. 5) Remove and replace the subfloor as shown on the job drawing. Customer is responsible for finish surfaces to be replaced.

Contractor Will

- 1.) Zone 2
- 2.) LIFT IS ALWAYS ATTEMPTED BUT NOT GUARANTEED. Every house or concrete fixture responds differently.
- 3.) Install dates are given but can be changed for circumstances outside of Vesta's control, such as weather, or equipment failure
- 4.) Vesta can not guarantee that cracks will close either inside or outside. The customer is responsible for tuckpoint on exterior brick, or drywall interior cracks.
- 5.) Consult the customer if additional work is needed. This could be true if while doing work the production team comes across additional areas of concern that were not previously noted. No additional work will be done without the consent of the customer.

Customer Will

- 1.) Zone 2
- 2.) Move items out of the work area space. If items are not moved and the production crew has to move items, the customer will be charged accordingly. If the job has to be rescheduled because items are not moved, the customer will be charged \$750.00
- 3.) Be available at START and FINISH of the project for a walk-through with the Foreman. This is intended to provide any changes needed for a successful installation.
- 4.) Call prior to 10 days of install date if rescheduling is necessary. If customer calls within those 10 days prior to installation a \$750.00 rescheduling fee can be applied.
- 5.) Customer understands finish flooring and appliances to be moved prior to installation. Price not included.

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. _____

Jobs with multiple services are subject to payment of each service upon completion of that service _____

Product List

Lift and Level

Product List (Continued)

PolyLEVEL	1 areas
Repair Cracks	
NexusPro Crack Repair	15 ft
Permanently Stabilize Floors	
SmartJack, 1-3'	6
Supplemental Beam	30 ft
Sub Floor Removal and Replacement	192

Lift and Level - Areas

Area Title	LxWxD	Location	Notes
Lift living area floor	13x12x1	Other	Install PolyLevel under front living room floor

Repair Cracks - Areas

Area Title	LnFt	Location	Notes
Lift living area floor	15	Other	Install PolyLevel under front living room floor

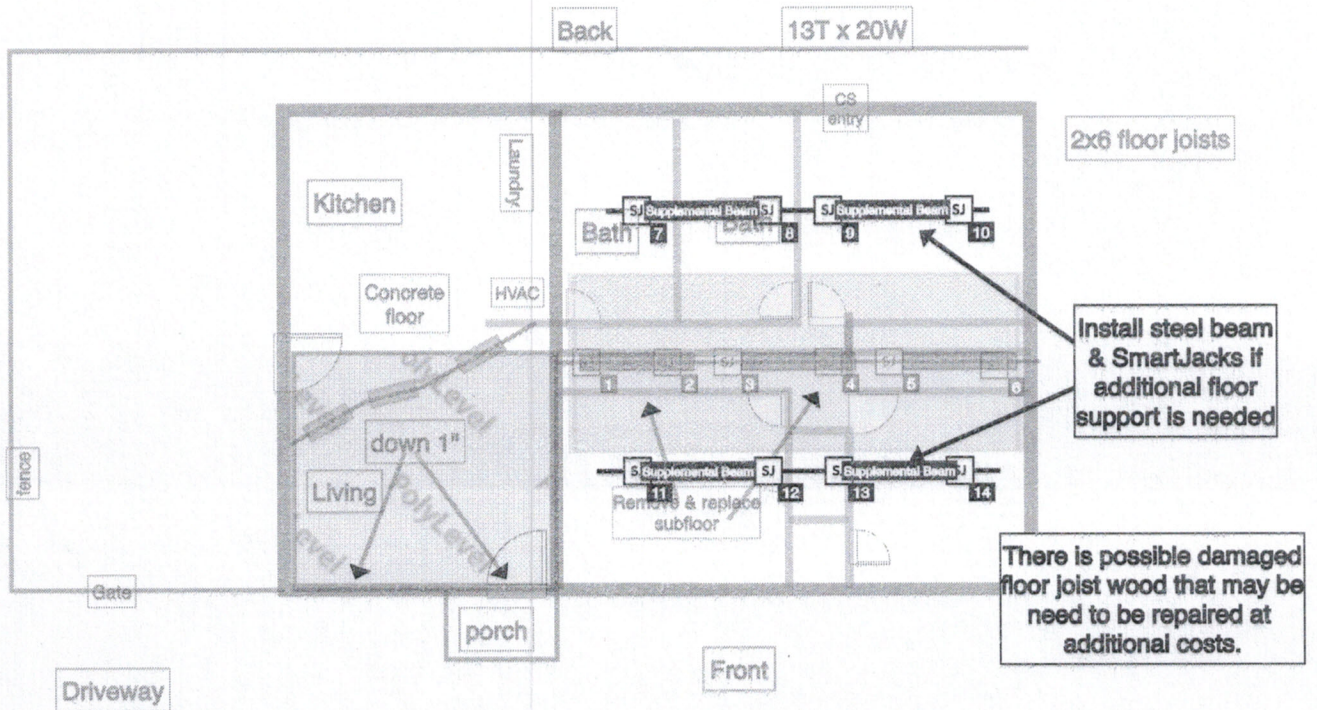
Recommendations to Your Project

Permanently Stabilize Floors - Protect

8 SmartJack, 1-3'

\$9,110.80

40 ft Supplemental Beam



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.

SmartJacks®

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.

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. When SealantPro is installed the contractor will warranty the surface area against water penetration and flaking for 5 years. Warranty is limited to surface and not cracks which should be treated using nexus pro joint caulking. Warranty does not cover existing flaking of surface and algae growth on surface. Regular maintenance is suggested following normal guidelines (i.e. Powerwashing, cleaning).

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. While Contractor assumes responsibility for utility damage that occurs as a result of Contractor's installation, such protection is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons.

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."

Limited Warranty (Continued)

Water Management

Water Management -- The Contractor warrants that if water from the walls or floor wall joint passes through the perimeter water managementsystem 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 manufacture'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.

Vesta Encapsulation System

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.