Prepared for:

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Evaluated on:

Friday, November 3, 2023

Evaluated By:

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Raising Solutions LLC
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Scope of Work

Patio

Polyjacking

Product

Polyjacking

Raising Solutions LLC will inject polyurethane foam beneath concrete slabs as indicated in notes. Raising Solutions will stabilize slab, and attempt to lift as needed.

Length (lf)	Width (lf)	Height (inches)
14	7	2

Notes

Lift level and stabilize back patio to original pour height, needs lifted roughly 2 inches

Costs

Section: Patio

Description	Quantity
Polyjacking	147.00
Total Cost:	$1,323.00

Total: $1,323.00

Payment Terms

One-Time Payment	*Due at project completion*	$1,323.00

Terms & Conditions

Disclaimers

Utilities Responsiblities

As necessary, based on project types. Raising Solutions LLC will contact DIGRITE or other services to have marked any PUBLIC utilities. Customer is responsible for marking of any private utilities. Private utilities consist of (but not limited to), items such as: Sewer Lines, Water lines, Propane lines, Dog Fences, Sprinkler lines, buried downspouts, etc. Should any unmarked (or improperly marked) lines become impacted during the project, Raising Solutions LLC is not liable for repairs.

**Additionally, for any interior polyurethane concrete leveling work, customer should have any below concrete slab utilities professionally marked and sewer lines should be professionally inspected. IE Sewer, Water, Electric.

WARRANTIES DISCLAIMER - **Payment in full is required for the warranties below to take effect. Failure to pay nullifies these warranties. They replace all other warranties, expressed or implied, and any other obligations of the Contractor to the Customer. No other warranties exist, written or verbal, beyond those described below, including warranties of merchantability or fitness for a specific purpose. These warranties are transferable to future owners of the structure, subject to a $200 fee for a system inspection and orientation. Products not mentioned herein are not covered, and separate manufacturer warranties apply. Customers must comply with the Raising Solutions LLC notice and claim procedures. Valid warranty claims must be made before the applicable warranty period expires. Customers must promptly report any work-related issues to Raising Solutions LLC in writing. If the Contractor is at fault, they will begin repairs within 30 business days of receiving written notice and complete them promptly.

Concrete Leveling Disclaimer

-Raising Solutions LLC is providing an estimate. The client shall pay Raising Solutions LLC as set forth in the estimate. Price is subject to change, with the customer's approval, if the hollow under the slab is greater than anticipated.

-Customer to provide access to the areas where the work is being performed and shall furnish utilities of electricity and water at no cost to the contractor.

-Raising Solutions LLC is not responsible for any additional cracking that may occur as a result of the lifting process. Raising Solutions LLC is not responsible for smoldering or fire of polyurethane after work is complete.

-Unless noted otherwise caulking or sealing of expansion joints between slabs is not included in this proposal.

-Raising Solutions LLC does not attempt to lift to level, as concrete surfaces should have slope to encourage water shed. Raising Solutions LLC will attempt to lift, but only guarantees stabilization.

-prior to crew arrival customer must move all items off of surface to be repaired. Raising Solutions LLC shall not be responsible for items left in work areas. In the event that the removals have not been completed by the scheduled start date for work, the customer shall be assessed a trip fee of $250. Contractor may offer, but is not required, to assist in the preparation of the work areas and/or the removal and replacement at a rate of $45 per man hour.

Warranties

CONCRETE LEVELING - LIMITED GUARANTEE - Raising Solutions LLC will re-pump once in a ten-year period, if necessary, any areas that have resettled more than a 1⁄2". A re-pump consists of using the same holes. There will be a $100.00 service fee for the truck to return for a re-pump, or any other reason. Raising Solutions LLC polyurethane product has a lifetime-guarantee. This guarantee does not include patches applied to or placed between the slabs. **Guarantee is void if customer does not seal and maintain all cracks & expansion joints on concrete slabs, as well as maintain soil backfill along exposed edges, or if resettling occurs as a result of flooding or other acts of God.

Definitions - The term "stabilize, "as used in these Warranties, shall mean to make unlikely to give way or fail. The term "vertical movement," as used in these Warranties shall mean settlement.

Contract

TERMS AND CONDITIONS

1. **COMPENSATION** - Raising Solutions LLC is providing an estimate. The client shall pay Raising Solutions LLC as set forth in the estimate. Price is subject to change, with the customer's approval, if the hollow under the slab is greater than anticipated.
2. **INVOICING & PAYMENT** - Raising Solutions LLC will provide invoice at completion. Invoice balances must be made in full, upon completion of the work. Failure by the customer to make payments when due shall result in a breach of contract. A service fee of $50 will be charged for each returned check Client shall also pay to Raising Solutions LLC a late charge of 1-1/2% per month on all balances unpaid 30 days after the invoice date.
3. **CANCELATIONS:** Any project cancelation less than 10 business days prior to start date, is subject to a non-refundable deposit of $1,000 or 1/3 of project cost, whichever is least. In addition to, any hard costs such as: permits, engineering, special or rushed order items.
4. **ALLOCATION OF RISK** - In no event shall Raising Solutions LLC be liable to the client or any third-party for incidental or consequential damages. (INCLUDING, without limitation, claims for loss of business or lost profits) Resulting from or arising out of the work of Raising Solutions LLC. Raising Solutions LLC is not responsible for landscaping, damage to plumbing or electrical, cracks in slabs, floor, or walls, or any damage which has occurred or might occur as a result of settling or concrete lifting process. If the concrete cannot be raised and must be replaced, it is the owns responsibility to replace it at the current replacement costs. Raising Solutions LLC maximum liability to client for the work, whether in contract, tort, or otherwise, is $500.00 or the amount paid to Raising Solutions LLC for the work, whichever is greater.
5. **LIEN WAIVERS** - Client is entitled to written lien waivers upon receipt by Raising Solutions LLC of full payments as called for in this Proposal.
6. **INSURANCE** - Owner to carry fire, tornado and other necessary insurance on above work. Raising Solutions LLC to carry Workmen's Compensation & Public Liability Insurance.
7. **GOVERNING LAW; VENUE** -This Agreement shall be construed and governed under the laws of the State of Missouri, without application of conflict of law principles. All actions or counter claims regarding the enforcement or interpretation of this agreements shall be initiated and prosecuted exclusively in the state court sitting in, or the federal court having jurisdiction over, the county in which the Work was performed. Raising Solutions LLC and Client both consent to the jurisdiction and venue of such courts and expressly waive objections based on the doctrines of personal jurisdiction and forum non-convenience.
8. **SERVICES** - Raising Solutions LLC, a licensed specialty contractor, agrees to provide services based on the customer's project description to address related issues. The Contractor assumes compliance with relevant building codes. Drawings attached are for illustrative purposes and do not create additional warranties. The Contractor is not liable for undisclosed products, services, or conditions. Start dates and completion deadlines are approximations, subject to uncontrollable factors. The Contractor may modify the scope of work with written agreement and payment. Additional costs resulting from deviations will be separately charged. The Contractor reserves the right to substitute equivalent or superior products. The work will be performed in accordance with industry standards and local regulations.
9. **ACCEPTANCE OF CONTRACT** - By signing this contract, customer acknowledges that he/she understands and accepts all terms, the terms and conditions and the warranties, and desires to enter a contract with contractor for the completion of the work to be performed. The customer's signature authorizes the contractor to perform the work as specified in the contract. The contract may be withdrawn by the contractor if it is not accepted within forty-five (45) days from the date of delivery.
10. **DISPUTE RESOLUTION** - The contract shall be governed by the laws of the jurisdiction where the project is located, excluding its choice of law rules. Any claim, dispute, or controversy arising from or relating to this contract or its breach, except for non-payment, shall be resolved through arbitration administered by the American Arbitration Association (AAA). The arbitration shall follow the Construction Industry Arbitration Rules of the AAA, held at the project location unless mutually agreed otherwise. The arbitrator's award may be entered as a judgment in any court with jurisdiction. The arbitrator has the authority to grant remedies available under applicable law. Each party shall bear its own attorney's fees for the arbitration. If full payment is not received, the Contractor may pursue litigation and recover all collection expenses, including attorney fees, court costs, and expert witness fees. Interest at a rate of 10% per year will accrue on the unpaid amount. Both parties waive their right to a jury trial for any claim or dispute arising from this contract, including successors and assigns.
11. **INSURANCE** - The contractor represents and warrants that it maintains insurance as set forth in the contractor's certificate of liability insurance, which can be made available upon request.
12. **LIMITATIONS of LIABILITY** - IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY THE CONTRACTOR, ATTORNEY FEES, EXPERT FEES AND/OR COSTS.
13. **COSMETIC REPAIRS** - Unless specifically noted in the contract, the contractor is not responsible for any cosmetic repairs. Rather, customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, drywall cracks, etc. that may be necessary after

contractor has completed the work, unless such repairs are specifically identified in the contract. When trenching or excavation is required, contractor will backfill and compact soil to the best of its ability; however, customer may need to add more topsoil at a later date if the excavated area settles. The customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after the contractor has completed the work.

14. **REPRESENTATIONS** - Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify contractor for any defective conditions that exist prior to or that occur after performance of the work through no fault of contractor. The customer is responsible for protecting the components that contractor provides and future damage and shall follow all instructions provided in maintaining and protecting such components.
15. **ON-SITE MEETING** - Customer shall meet with crew on-site before the work begins, and shall meet with crew on-site when the work is completed and ready for inspection, such that contractor can explain the work and finalize payment by customer. The customer shall be responsible for being present on-site during any attempts to lift any part of the structure and or concrete pavement.
16. **MISCELLANEOUS** -This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged with herein and shall be of no force or effect. This contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this contract is found unenforceable by a court of law or equity, this contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this contract.
17. **ASSIGNMENT** - This contract will be binding upon the parties hereto and their respective successors and assigns. The contract is not assignable with the written consent of both parties.
18. **SIGNATURES** - This contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be on and the same instrument. This contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the contract.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this contract as of the date first written above.

Customer	Raising Solutions LLC Representative
_____	_____

By signing any forms or agreements provided to you by Raising Solutions LLC, 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: _____