



FOUNDATION SOLUTIONS

Estimate

2312-1511-0824
2023-12-18

OX Foundation Solutions LLC
www.OxFoundations.com
PO BOX 123
Calera AL 35040
info@OXfoundations.com
205-690-7272

Jeff Phillips
211 N McKenzie St
Foley AL 36535
jphillips@cityoffoley.org
(251) 979-0947

Jeff Phillips
211 N McKenzie St, Foley, AL, 36535

Jake James- Rep

Crawlspace Encapsulation

| <i>Description</i> | <i>Quantity</i> |
|---|-----------------|
| <u>HealthyCrawl® 14 Mil</u> Crawlspace - 14 Mil cross woven polyethylene - Class A fire rated - Sealed seams and penetrations - No odor or off-gassing with this crawl space floor line - Made in America - LIFETIME of the structure Transferable Warranty | 1264.00 |
| <u>Hydro-Line® Crawlspace Drainage</u> Ox Tuff Hydro-Line® in your crawlspace will manage standing water and flooding under your home. OX Foundation Solutions backs our crawlspace water control with a LIFETIME of the Structure TRANSFERABLE WARRANTY! | 172.00 |
| <u>Dehumidifier NXT 85</u> Watchdog Seaira NXT 85- 15,000 cubic feet coverage area- Digital Display- Quiet Operation- Electronic Defrost- Hot Gas Bypass- Temperature Controlled Defrost- Inlet or Outlet Ducting Options- Auto Restart After Power Outage- Multiple Filter Options- Help Prevent Pest and Mold Infestation- Gravity Drain- Remote Control Compatible- Easy Access Panels- Energy Star Rated- 5 year limited Manufacturers Warranty- | 1.00 |
| <u>Ox Pump System- CS</u> | 2.00 |

Zoeller Pump 1/3 H.P. motor 1-1/2" NPT Discharge Non-clogging vortex impeller design Durable cast iron switch case, motor, and pump housing Automatic with float activated switch. RPM 1550 rpm 2'-4' of Dis-charge is included, in the event more dis-charge is needed there will be an additional charge. 5 year Manufacturers Warranty

OX TUFF Crawlspace Door ® - ACP 1.00
 Aluminum Composite Panel - Lightweight for easy entry use, UL Protection, Two sided aluminum panel with thermoplastic core will not rot or corrode. Composite trim face frame standard color is white is paintable.

Pop-up Valve 2.00
 3" Green pop-valve to disperse water discharged from Ox pump systems. Buried to be flush with lawn.

Debris Removal 1.00
 Ox to remove major debris from crawl space and dispose of.

1st Annual Inspection 1.00
 1st Annual Inspection
 Ox Foundation Solutions will check all of the following: Ox Sump Pumps, Ox Alarms, Dehumidifier Monitoring Systems and Condensation Pump. Ox will replace ALL of the above items at no additional cost if defective. Ox will clean the coils on the dehumidifier e well as replace the filter. Ox will clean pump basins and condensate lines to ensure pumps will continue to operate efficiently. Ox will also inspect the project to ensure everything is operating properly.

Discount

| <i>Description</i> | <i>Quantity</i> | <i>Total</i> |
|--|-----------------|--------------|
| <u>Contractor Discount</u> Contractors Discount | 1.00 | |
| | | \$-1,700.72 |
| | <i>Total</i> | \$15,839.00 |

WARRANTY COVERAGE OVERVIEW

At Ox Foundation Solutions LLC, a corporation, we want to take this time to thank you for trusting in our company to work on your most valued asset, your property. We appreciate your business and welcome you to the Ox Foundation Solutions family!!

The purpose of this contract is to clearly establish the expectations, rights, and responsibilities of both Ox Foundation Solutions and you, our valued customer. Ox Foundation Solutions has earned the trust of thousands of other property owners like you because of our reliable production department and dedicated service division. Ox Foundation Solutions warranty is TRANSFERABLE by providing written notice to Ox Foundation Solutions for your coverage.

The Ox Foundation Warranty

The following applicable warranties and periods are set forth below for each specific product, Ox Foundation Solutions will stand behind and warrant our products and services, subject to and accordance to the following

terms and conditions:

Foundation Piers - If you purchase and we install OX Foundation Solutions warrants that the foundation piers will stabilize the affected area(s) against further settlement for the LIFETIME of the structure in the area(s) where piers are installed.

Wall Anchors, Wall Supports, or Braces - If you purchase and we install OX Foundation Solutions warrants that the anchors, wall supports, or braces will stabilize the affected area(s) against further settlement for the LIFETIME of the structure from the date of the installation; provided that (a) Wall Anchors, Supports, or Braces are warranted solely for stabilization not straightening (b) if a wall does not have wall anchors, wall supports, or braces installed along the entire area of the wall from corner to corner, such wall will not be warranted.

Floor Supports - If you purchase and we install Ox Foundation Solutions warrants that the floor supports will stabilize the affected area(s). Additionally, the manufacturer of the floor supports warrants that they will, under normal use and service, be free from defects in material and workmanship for LIFETIME of the structure from the date of installation. If changes occur due to excess moisture in the area(s) where Floor Supports are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to Customer.

Encapsulation System - If you purchase and we install a crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a sump system to remedy the problem with water below the HealthyCrawl® liner. HealthyCrawl® has a LIFETIME of the structure warranty. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines, or electrical work unless specified.

Basement / Crawlspace Perimeter Water Control System -If you purchase and we install Ox Hydro-Guard® water control system, Ox Foundation Solutions warrants that, for a LIFETIME of the structure from the date of installation, (a) the Ox Hydro-Guard® will not clog, corrode, or decay. (b) the Ox Hydro-Guard® system controls groundwater seepage from entering into the structure where installed. Partial systems carry a limited warranty our waterproofing system only applies to where it is installed Ox Foundation Solutions strongly recommends a full perimeter system. Water that enters as a result of leaking plumbing, flooding, acts of god, and pump failure are not covered. Basement systems installed do not prevent water intrusion in the Crawl Space and Crawl Space systems do not prevent water intrusion in the basement and neither are warranted as such. Hydro-Guard is designed to be installed in conjunction with basement slabs that have a standard vapor barrier below. Sump pumps are covered under a separate manufacturers warranty. Battery Back Up Pumps are strongly recommended to protect from pump failure and/or power loss. Even with a Battery Back Up Pump we recommend a generator to protect from extended power outages. OX Foundation Solutions recommends that all drainage systems should have a wall vapor barrier installed to ensure a sealed system that will also protect from any wall leaks.

Concrete Lifting Ox Poly - On concrete over 10 years old, OX Foundation Solutions will re-pump once, in a one year period, if necessary, any areas that have resettled more than a 1/4 inch, at no cost to the customer. A re-pump constitutes using the same holes. This guarantee is void if the customer does not seal all cracks and joints on the slabs or maintain BACK-FILL along the slabs involved or if resettling occurs as a result of flooding or other acts of God. This guarantee does not include patches applied to or placed between the slabs and also does not include crack repair done by the customer or OX Foundation Solutions.

Allocation of risk. In no event shall OX Foundation Solutions be liable to client or any thirdparty for incidental or consequential damages (including, without limitation, claims for loss of business or lost profits) resulting from or arising out of the work. OX Foundation Solutions 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 the settling or the concrete lifting process. If the concrete cannot be raised and must be replaced, it is the homeowners responsibility to replace it at current replacement cost. 1.Although every effort will be taken during the lifting process OX Foundation Solutions is not responsible for: a. Slab cracking, sheetrock damage, any damage to existing slab finishes(Tile, Pavers, Etc) or structures located on the slab. b. OX Foundation Solutions cannot guarantee to close cracks/gaps or guarantee to level slab back to original position. 2. OX Foundation Solutions recommends the customer to have a plumbing leak test performed before the work is done. 3. Customer is responsible for removing and replacing any floor covering necessary to perform the work.

Exclusions From This Warranty - This Warranty does not cover and Contractor specifically disclaims liability for: 1)

exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 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 other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments and sink holes or aquifers.

General Terms – For the applicable time periods indicated below, this Warranty is transferable 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 above, 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. Proposal is based primarily on property owners description of problem. I fully understand and accept the transferable warranty which covers only the areas the property addressed by the contractors scope of work. If the project is cancelled after nonrefundable materials are ordered there will be a 15% restocking fee. OX Foundation Solutions LLC reserves the right to cancel any existing proposal for any reason for work not performed on a project. Items For Which Customer Is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining 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."

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, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on contractor's part. There are no other warranties verbal or written.

Exclusions 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 the contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.





























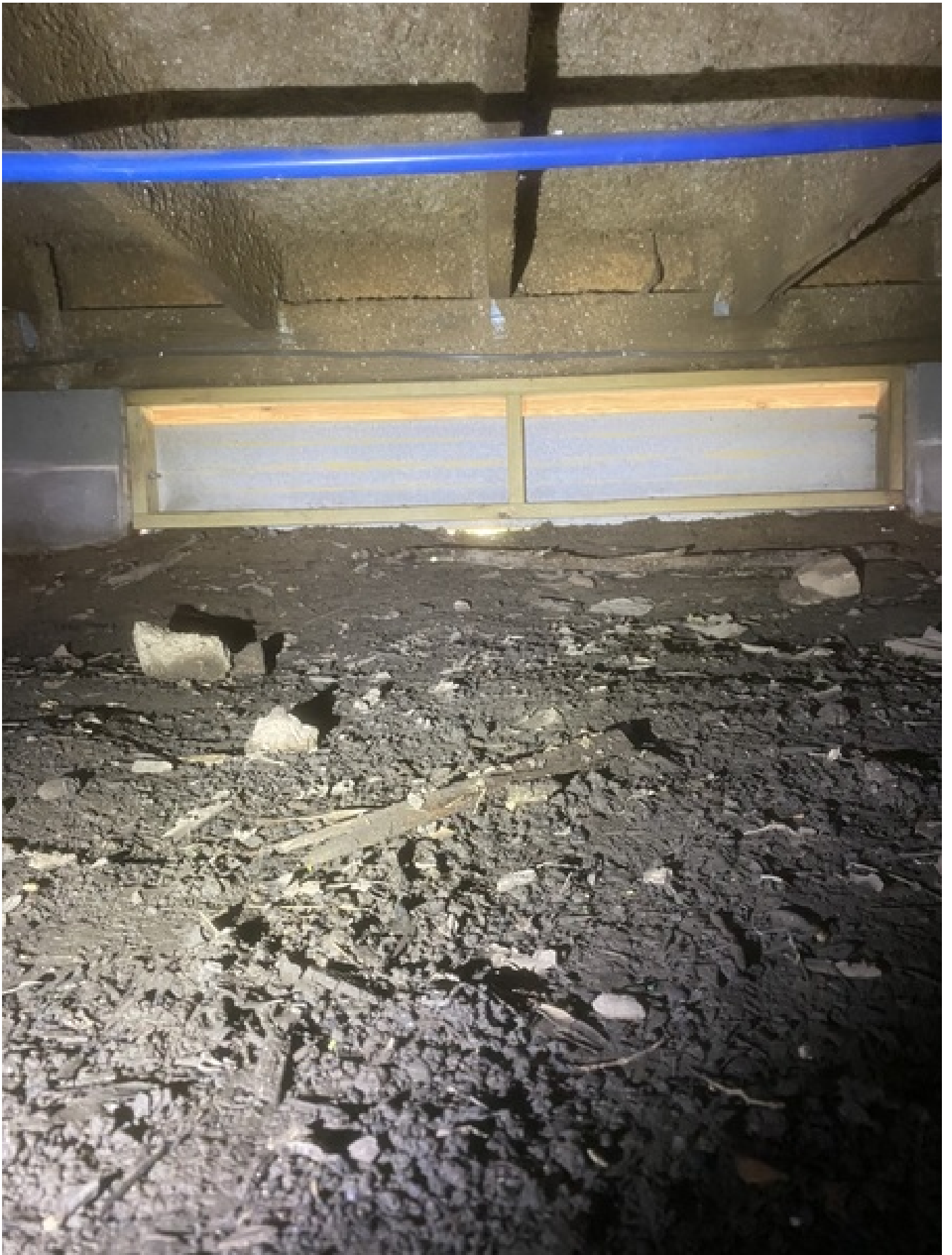


























































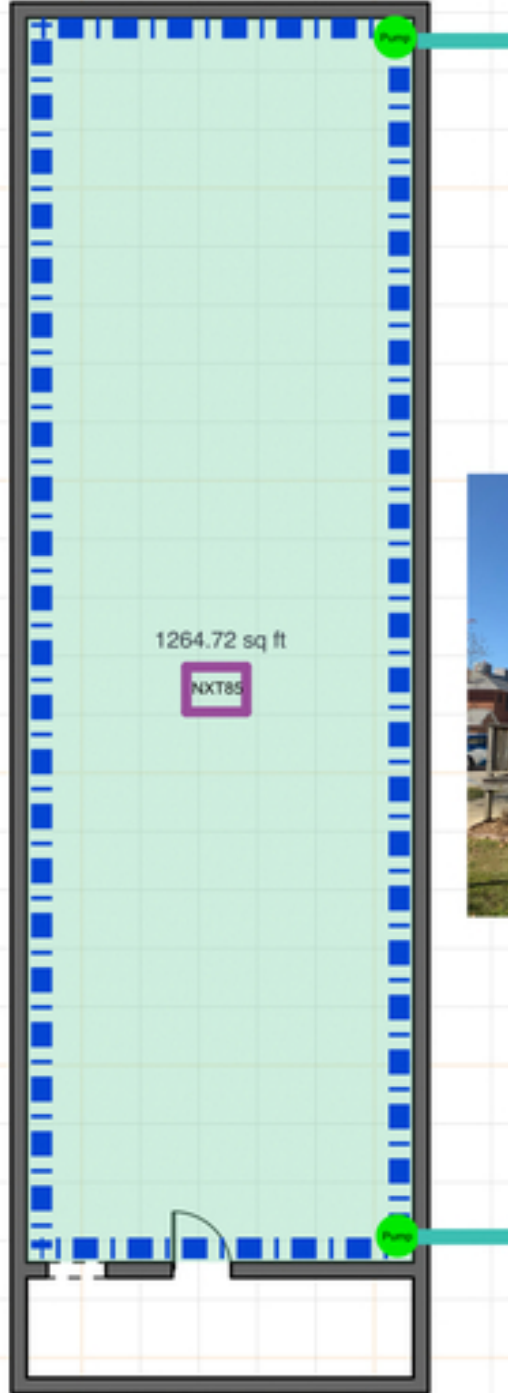




This document is the Intellectual Property (IP) of Ox Foundation Solutions and is protected by law. It may not be shared or reproduced without the express permission of a representative of Ox Foundation Solutions.

Prepared by: Jacob James

Certified Foundation Specialist



ACKNOWLEDGMENT AND AGREEMENT:

By signing above, the customer hereby acknowledges and agrees as follows:

- 1) This proposal, which includes the foregoing Project Summary, this page, the following pages outlining, describing, and illustrating the job and job details (including any drawing(s) and the Additional Job Details and Obligations), and the attached Warranty, Commitments & Obligations, will form a binding contract upon execution by customer and acceptance by OX Foundation Solutions. Customer will pay the above-referenced deposit upon execution of the contract and will pay 50% upon commencement of work and 25% balance when OX Foundation Solutions completes the installation. If customer fails to pay the balance in full upon completion of the job as agreed upon, interest will begin accruing at a rate of 1.25% per month (15% per year). Customer will also be responsible for all costs and expenses incurred by OX Foundation Solutions, including attorneys' fees, in collecting the amounts due by customer.
- 2). Except for claims by OX Foundation Solutions under Section 1 above (regarding payment of fees due to OX Foundation Solutions), all disputes and any other matter arising from or relating to this agreement (which expressly includes the interpretation, administration, and execution of all portions of this contract and all provisions contained herein) and the work performed hereunder shall be brought, heard, and resolved solely and exclusively by binding arbitration administered by the American Arbitration Association. This agreement is being signed in Alabama. The laws of the State of Alabama shall apply. The venue for such arbitration shall be Shelby County, Alabama. The single arbitrator appointed to resolve such proceedings shall have the discretion and authority to award such remedies as may be available under applicable law and to award the prevailing party costs and fees; provided, except for OX recovering fees and expenses as set forth herein that each party shall be responsible for its own legal fees.
- 3) Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the customer's request or approval or as set forth herein. Any drawing(s) attached hereto are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of OX Foundation Solutions in connection with your project.
- 4) OX Foundation Solutions is expressly authorized to enter and access the property in connection with the installation of the products and performance of services referenced herein.
- 5) This work to be performed by OX Foundation Solutions is limited to the above-referenced products and services and is subject in all respects to the attached Warranty, Commitments & Obligations. Such products and services were recommended based primarily on the customer's description of the problem. OX Foundation Solutions is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in this agreement, and not purchased and paid for by the customer.
- 6) As soon as this proposal is signed, OX Foundation Solutions will obtain and/or allocate the necessary products and resources to complete the job. If customer cancels the job prior to installation, the customer will be responsible for a cancellation and restocking fee equal to 15% of the total contract price.
- 7) This agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same. This Agreement may be signed by facsimile

or electronic signature, and any facsimile or electronic signature (including scanned documents in portable document format) shall be deemed an original.

8) Customer will honor, perform, and satisfy the obligations set forth in this contract and pay for products and services provided under this agreement.

9) Class Action Waiver. The Seller and Buyer agree that all Claims pursued against each other will be on an individual basis. This agreement is being signed in Alabama. The laws of the State of Alabama shall apply. A court of competent jurisdiction within Shelby County, Alabama shall be the venue for any and all disputes arising out of this agreement. To that end, the Company and the Participant hereby waive their right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other. The parties agree that any claim by or against the Company or the Participant shall be heard in arbitration, as provided for in this Agreement, without joinder of parties or consolidation of such claim with any other person or entity's claim, except as otherwise agreed to in writing by the Company and the Participant.

10) Attorney's Fees In any litigation or arbitration arising out of or related to this agreement with Ox Foundation Solutions, LLC, the prevailing party shall be entitled to any and all expenses arising out of such litigation or proceeding, which shall be taxed along with costs and reasonable attorney's fees, including trial, appeal and attorney's fees proceedings.

11) In no event shall OX be responsible for indirect, special, punitive, incidental, or consequential damages. OX shall also not be responsible for property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effect.

Notwithstanding anything to the contrary contained herein, in no event shall the total cost, expenses, and liability of OX under or relating to the contract and the work contemplated herein exceed, in the aggregate, the aggregate contract price set forth herein.

12) Entire Agreement. This contract (which includes all paged hereto) set forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, and shall not be modified or affected by any other offer, proposal, statement, or representation, oral or written, in connection with the terms hereof.

By signing above, OX Foundation Solutions agrees to provide the products and perform services outlined on Summary page, subject to the Warranty, Commitments & Obligations and the other terms and conditions contained herein.

Signature _____ **Date** _____