



RAMJACK



D/B/A Ram Jack of Mid-Missouri
Gibbs Concrete Restoration & Waterproofing
Gibbs Concrete Restoration

3000 South Big Timber Dr.
Columbia, Mo 65201

CONTRACT FOR FOUNDATION STABILIZATION, SLAB JACKING OR WATERPROOFING

JOB # _____ Home ph. # _____ Other ph. # _____ Other ph. # _____

This Agreement entered into this 12 day of MAY, 2016, by and between Gibbs Company's Inc. (hereinafter referred to as "Contractor"), and Leann Mills (herein termed "Owner"), residing at 7551 No. Sunset Rd (street address) COLUMBIA MO (City, State), is for the performance of certain foundation repair and/or stability by Contractor as set forth below only, per the attached service plan at the location of ABOVE HOME

in consideration for the payment by Owner of the sums set forth below. Owner acknowledges that they are the legal owners of the above-described property, or that they have the authorization to order this work to be performed on the property. All owners should sign this agreement, however, by the signature of only one Owner, that Owner represents that they have the agency and authority to sign on behalf of and at the request of all Owners to the property, and all Owners are obligated even in the event only one Owner signs this Agreement. Further, the obligations including payment of the Contract Price set forth below are joint and several. Owners also agree that Contractor may use Owners as a reference and video record portions of the job for future jobs and clients.

1. **Contract Price.** Owner agrees to pay Contractor the sale price of \$ 16,410 for the work stated herein. No other discount or premiums shall be enforceable. Payments are to be made as follows: Deposit of \$ 4,410 to be paid at signing, and any intermediate draw as noted here: None, Final payment of \$ 12,000 when all work is substantially completed according to this Agreement. Any other payment arrangements are as follows * 700 Per Hour Above 1st 150 Pounds A 1/2. The deposit is non-refundable except upon good cause and at the Contractor's sole discretion. If any amount set forth herein to be paid by Owners is not paid, Owners shall be obligated to pay Contractor the amount remaining unpaid plus 20% of the unpaid amount as of thirty days after the work is completed.

2. **Attorney Fees.** Should any amount set forth above to be paid by Owners to Contractor is unpaid, and Contractor is required to enforce same by legal action or otherwise, Owners shall be responsible for any and all costs and fees incurred for collection, including reasonable attorney fees.

3. **Workmanlike manner (with exceptions).** Contractor agrees to perform the work, to the maximum practical stabilization or recovery as the case may be, in a workmanlike manner and pursuant to industry standards, which obligation is contingent upon final and complete payment of the Contract Price. The work herein provided pursuant to the service plan is for stabilization/arresting movement only and not for foundation correction or remedial movement unless herein specified. Contractor does not represent that it has conducted an investigation or inspection of all possible foundation or waterproofing/leakage problems with the structure which is the subject of this contract. Contractor is a foundation stabilization and Waterproofing company, not a building inspector. Contractor agrees to address the specific structural issue at the particular wall section of the structure which is the subject of this Agreement and makes no agreement or representation about the stability of the foundation at other parts or sections or walls.

4. **Performing the Work:** The Owner will move or remove any furnishings or plantings from the work area prior to start of the work unless other arrangements are described below. Owner will also supply the necessary water and electricity for the Contractor to complete the below stated work. Contractor will supply as required: workmen's compensation and public liability insurance, equipment, labor and materials to:

Per Attached Service Plan

5. **Warranties:** Listed below are the Warranties that will be honored by Gibbs Company Inc. dba Ram Jack of Mid Missouri.

Life Time Limited Transferable Warranty for all Ram Jack manufactured piers and Water Tunnel and Dry up Base

Life Time Limited Warranty for non Ram Jack manufactured piers and anchors

10 Year Limited Warranty for Outside individual crack repair with installation of Ram Jack Piers, Healthy Wall

5 Year Limited Warranty for Outside individual crack repair with no pier installation

Year Limited Warranty for Outside wall coating

4 Year Limited Warranty of Inside crack injections with installation of Ram Jack Piers

2 Year Limited Warranty of Inside crack injections without pier installation, All Slab Jacking jobs, Sump Pumps, Geo Channel jobs, etc.

Other: _____

6. **Areas of The Work:** The area(s) of The Work are limited to that immediate portion of the foundation or yard specifically described on the service plan and does not extend any further in any direction than that.

7. **Modification to the Work.** Any modification, alteration or other deviation from the work set forth in the service plan will be performed and obliged only upon execution of a signed written memorandum setting forth same, and will become an extra charge over and above the Contract Price unless otherwise agreed in writing. All agreements are contingent upon strikes, accidents or other delays beyond Contractors control.

SIGNATURE OF ACCEPTANCE: This Agreement is a contract. It includes the attached Service Plan and Standard Guidelines Document. It is not subject to cancellation by Owners. In the event of a written agreement between Contractor and Owner to cancel this contract, that agreement in no way constitutes any agreement or representation that any amount of the deposit or other monies paid to Contractor by Owners will be refunded. This Agreement is a binding Contract only upon being signed by a duly authorized personnel or upon commencement of the work.

Owner: Hance J. Mills Gibbs Company's Inc. Ray Anderson

Owner: _____ By: _____

See other side



Submitted
11/19/2016

Warranty ID: R/JF50000001382



RAMJACK

randyg@ramjackofmidmissouri.com 800-326-5193

NATIONAL LIMITED WARRANTY TRUST INSTRUCTIONS FROM RAM JACK OF MID MISSOURI

Property Address:
7551 N ONEAL RD
COLUMBIA, MO 65202

Date Job Completed: 10/02/2016

GRACE MILLS
(Owners)

7551 N ONEAL RD
(Address)

E-Mail Address:

COLUMBIA, MO 65202
(City, State, Zip)

I, the undersigned, state that I am the owner of the above referenced property. I certify that I have been given following information concerning the foundation repair work on my property.

*Copies of:

- 1. Agreement/Contract for the Work
- 2. Limitations of the Work (reverse on Agreement)
- 3. Limited Lifetime Warranty
- 4. Final Service Plan

Grace J. Mills _____ 10/15/2016
Owner (Print Name) Date

Grace J. Mills _____ 10/15/2016
Owner (Signature) Date

Please do not return this form to our office. This form is for your records.
If you are interested in our National Limited Warranty Trust, please complete the application by clicking the "Warranty Submission" tab at:

www.RamJackDealersAssoc.com

**Items 1-2 were provided upon initially agreeing to have Ram Jack repair your home, and items 3-4 were mailed with this application. Maintain these records in the event of a claim. This warranty must be registered to be valid.*



RAMJACK

Of Mid Missouri

Division of: Gibbs Company's Inc

3000 S. Big Timber Dr.

Columbia, MO 65201

www.ramjackofmidmissouri.com

573-442-7523 • 800-326-5193 • 573-449-4300 fax

GRACE MILLS
7551 N. ONEAL RD.
COLUMBIA, MO 65202

Finish Date 10/02/2016
Length of Warranty LIFE TIME LIMITED PILES
10 YEAR WALL COATING
2 YEAR SUMP PUMP / POLYJACK
Job Address: 2107 FAIRGROUND ST.
MEXICO, MO 65265

This warranty contains the only expressed or implied warranties made by GIBBS COMPANY'S INC. (here in termed Contractor) to the above stated persons (here in termed Owner) at stated address for work performed and materials used at the above stated address (here in termed Property).

Implied Warranties or Merchantability of Fitness or any other Expressed Warranties are Excluded and attached separately. The Sole Warranty made by this Contractor is contained in this in this Warranty.

This Warranty is conditioned on the Owner meeting all the terms and conditions agreed to in the Purchase Order / Contract executed between Owner and Contractor on the completion date and duration of the warranty, stated above and the Owner accepting the finished work of the Contractor.

Contractor warrants that all defects in workmanship and material shall be warranted for the duration listed above after installation of work as evidenced by the completion date contained here in. Materials to correct defective workmanship shall be supplied by Contractor at no charge to Owner.

Contractor also warrants for Two Years after installation any non Ram Jack materials used on a piercing type project. Contractor shall supply all labor and material to correct defective materials at no charge to Owner.

The preceding warranties on workmanship and material do not include any claims for damage or failure which are the result of normal weathering, normal actions and conditions expected of the work or product, acts of God and nature, fire, flood, hail, earthquakes, excessive wind, windblown objects, pollutants, explosion, existing or subsequent structural defects, earth movement, soil expansion and contraction, erosion, negligent maintenance, alteration of work by others, abuse, acts of vandalism or property damage.

A color of texture variance may occur between replacement work and originally installed work. This difference does not indicate defective materials or workmanship.

The original warranty period shall not be extended by any warranty work performed. Any unexpired warranty time remaining shall continue in effect and is subject to the terms and conditions of this warranty.

Warranty claims shall be submitted in writing to Contractor unless other means such as by telephone would reduce damage to the Owner property. Claim must be submitted within the warranty period and Seven days after discovery. If after inspection, it is determined that the claim is valid in accordance with the terms of the warranty, Contractor agrees, at his sole option to repair or replace the defect or compensate the owner not to exceed the total amount of the original purchase price. The obligations of Contractor under the warranty shall be performed only by persons designated and compensated by Contractor and is subject to all other provisions of the warranty.

This Limited Warranty gives the Owner specific legal rights and the Owner may also have other rights which may vary. Contractor shall not be liable to Owner or third parties for incidental consequential damages resulting from a defect in materials and workmanship.

This Limited Warranty is transferable by the Owner to subsequent purchasers for the property if written notice is received by Contractor within 60 days of the new Owner taking possession of the property. A transfer fee of \$50 will be charged. The transfer of this Limited Warranty does not extend the warranty period. If Contractor fails to receive written notice of the transfer, Contractor shall be released from any liability under this warranty.

RAMJACK

Final Service Plan

MEERS WTR MGT

219019

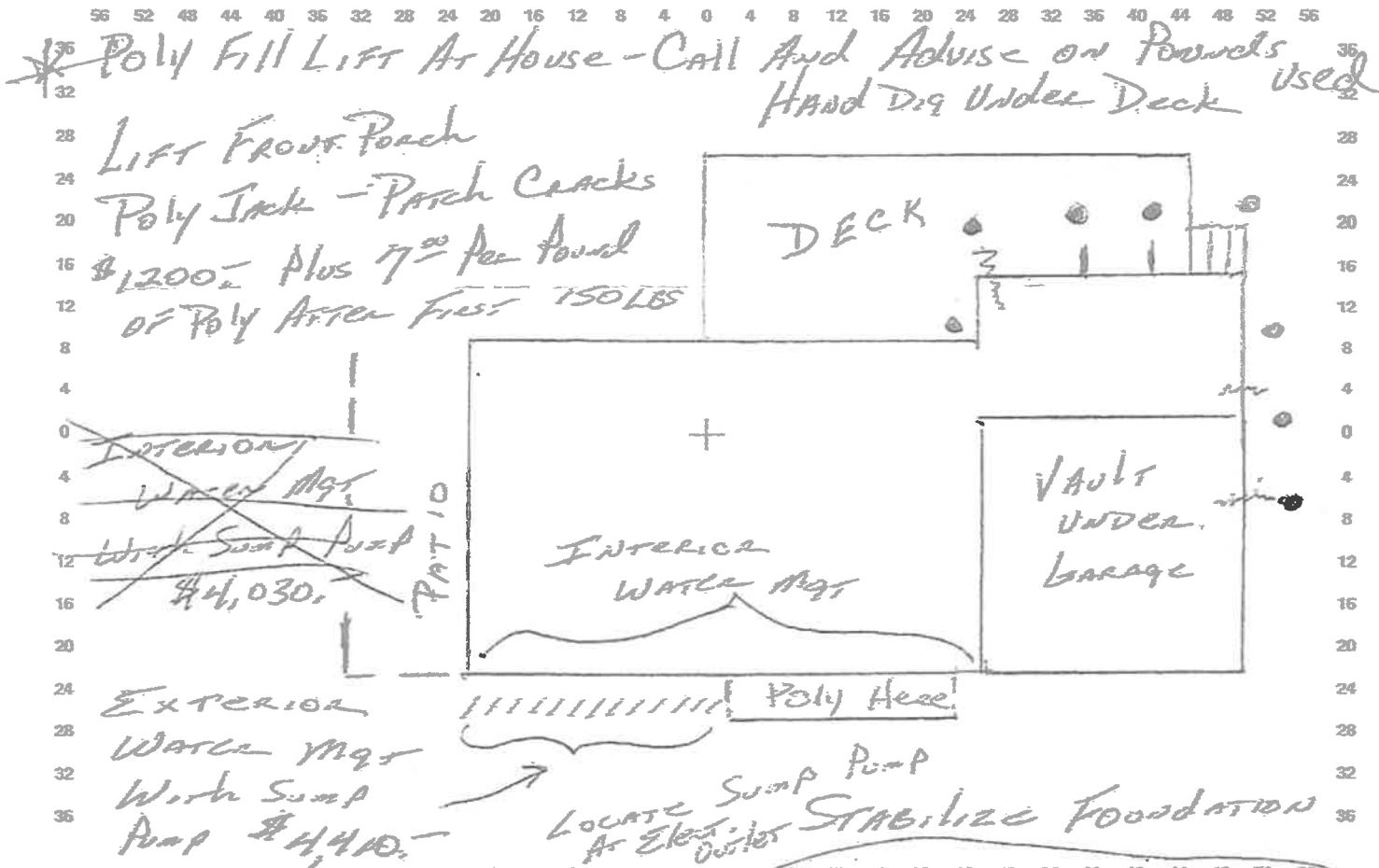


573/442.7523 • 800/326.5193 • 573/449.4300 fax • www.ramjackofmidmissouri.com

D/B/A Ram Jack of Mid-Missouri
Gibbs Concrete Restoration & Waterproofing
Gibbs Concrete Restoration

mailing address - 3000 South Big Timber Dr. Columbia, MO 65201
location - 4725 E. Meyer Industrial Dr. Columbia, MO 65201
Quote Based on Information Provided by Owner

Name Mrs Mills (Grace) Home # [REDACTED] Work # [REDACTED]
Address 7551 N. Over City / State Columbia Zip 65207



<input checked="" type="checkbox"/> Pier Placement	<input checked="" type="checkbox"/> Pier in Concrete	<input checked="" type="checkbox"/> Drainage Work	<input checked="" type="checkbox"/> Pressure Grouting
Additional charges will be necessary if production crew encounters any of the following:			
Mudjacking or grouting coverage	\$10 / LF		
Change to Oversize Bracket add	\$100		
Wall coring thicker than 8" add per hole	\$25		
Piers/Anchors deeper than 21' add	\$26/ft.		
Footings thicker than 12" add	\$150 ea		
Concrete beam for Helical anchors add	\$200/ft.		
Removal of existing steel piers add	\$50 ea.		
Removal of existing concrete piers shoring pad add	T & M		
Installation of Com. Bracket expanders add	\$25 ea.		
Additional Crack caulking add	\$5/ft.		
Utilities running in trench add	\$16/ft.		
Cave in	T & M		
Removal of Tree Roots	T & M		
Work not listed	\$75/HR/MAN		
	\$100 HR/MACHINE		

Area A: <u>Steel Piles</u>	\$ 10,600
Area B: <u>EXTERIOR WTR MGT \$4410</u>	\$ 4,410
Area C: <u>Poly Lift Front Porch</u>	\$ 1,400
Area D:	\$
Area E:	\$
Area F:	\$
Area G:	\$
Estimate Total \$ <u>16,410</u>	
Perform CIRCLED Areas Only	
Contract Total \$ <u>16,410</u>	

Gibbs Company Consultant Gary Underwood Date 5/18/2016
 Customer Authorization Grace J Mills Date 5-18-2016

From: Ram Jack Warranty Trust
Sent: Saturday, November 19, 2016 10:17 AM
To: chonjean@comcast.net
Subject: Ram Jack Warranty Trust Submission

Thank you for completing your Ram Jack Warranty Trust application. Below you will find a copy of the information you registered. If you have any questions please contact stephanie@ramjacksystems.com

Thanks for choosing Ram Jack!

Select Your Location

MO: Ram Jack Mid Missouri - [800-326-5193](tel:800-326-5193)

Dealership Email

randyg@ramjackofmidmissouri.com

Warranty Agreement | Maintain these records below in the event of a claim.

- Agreement/Contract for the Work, Limited Warranty, Limitations of the Work, and Final Drawing/Elevations

Customer Name:

Grace Mills

Property Address

7551 N ONEAL ROAD
Columbia, Missouri 65202
United States
[Map It](#)

Email

Date Job Completed

10/02/2016

Warranty ID:

RJFS0000001382

[Please record your registration number on all documents for future reference.]

NATIONAL LIMITED WARRANTY TRUST

The authorized installing Ram Jack Dealer backs each qualifying installation with a Transferable Limited Warranty. The Ram Jack Dealers Association National Limited Warranty Trust provides a separate warranty intended to assure Ram Jack customers of additional limited coverage in the event the installing Ram Jack dealer is no longer in business or is no longer a certified and participating Ram Jack Dealer and thus unable to fulfill its warranty obligation should the need arise for future adjustment or

to perform as intended during the warranty period and within the limitations and exclusions set forth in these Terms and Conditions.

1. III. PRODUCTS COVERED

This Ram Jack Dealers Association National Limited Warranty extends only to Ram Jack steel piles and brackets that require adjustment or replacement if the Ram Jack steel pile fails to perform as intended and as set forth in these Terms and Conditions.

EXCLUSION: PRE-CONSTRUCTION PILES OR PILES WITH BRACKETS ENCASED OR COVERED BY CONCRETE ARE SPECIFICALLY EXCLUDED FROM COVERAGE UNDER THIS NATIONAL LIMITED WARRANTY.

1. IV. FAILURE OF PERFORMANCE

Under the Ram Jack Dealers Association National Limited Warranty, a Ram Jack steel pile has failed to perform as intended when the foundation in the immediate area of the work settles or moves downward after the work is completed.

1. V. SOLE AND EXCLUSIVE REMEDY

The sole and exclusive obligation of the Ram Jack Dealers Association National Limited Warranty Trust under the National Limited Warranty is to provide for the adjustment or replacement of a Ram Jack steel pile that has failed to perform as intended as defined in Failure of Performance above. Such obligation on the part of the National Warranty Trust will arise only where the Ram Jack Dealer installer is no longer in business or is no longer a certified and participating Ram Jack Dealer and thus is unable to fulfill its warranty obligations.

1. VI. INSPECTION FEE

E. **CATASTROPHIC EVENTS.** THE INSTALLATION OF RAM JACK STEEL PILING IS NOT INTENDED TO PREVENT DAMAGE CAUSED BY SLOPE FAILURE, SOIL CREEP, EARTHQUAKE OR OTHER SEISMIC EVENT OR MOVEMENT, FLOOD, WATER DAMAGE, EXPLOSIONS, TORNADO OR OTHER ACTS OF GOD OR NATURE, ACTS OF WAR OR TERRORISM, OR INTERIOR DAMAGE. THE RAM JACK DEALERS ASSOCIATION NATIONAL LIMITED WARRANTY TRUST SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF OR RESULTING FROM SUCH CATASTROPHIC EVENT OR FORCE MAJEURE OR ANY OTHER CAUSE OR EVENT BEYOND THE REASONABLE CONTROL OF THE TRUST.

F. **EXCLUDED PRODUCTS.** PRE-CONSTRUCTION PILES OR PILES WITH BRACKETS ENCASED OR COVERED BY CONCRETE ARE SPECIFICALLY EXCLUDED FROM COVERAGE UNDER THE NATIONAL LIMITED WARRANTY.

WARRANTY AND LIABILITY DISCLAIMER

THE TERMS AND CONDITIONS OF THE RAM JACK DEALERS ASSOCIATION NATIONAL LIMITED WARRANTY AS EXPRESSED HEREIN REPRESENT THE ENTIRE WARRANTY OBLIGATION OF THE RAM JACK DEALERS ASSOCIATION NATIONAL LIMITED WARRANTY TRUST. NO OTHER STATEMENTS, AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE OR HAVE BEEN MADE OR ASSUMED IN CONNECTION WITH THIS NATIONAL LIMITED WARRANTY. NO OTHER PARTY, SALES PERSON NOR A RAM JACK DEALER INSTALLER IS AUTHORIZED TO ALTER, AMEND, EXTEND OR EXPAND THE SCOPE AND COVERAGE OF THE NATIONAL LIMITED WARRANTY. THIS NATIONAL LIMITED WARRANTY SHALL NOT BE MODIFIED, AMENDED OR SUPPLEMENTED EXCEPT BY WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED OFFICER OF THE RAM JACK DEALERS ASSOCIATION NATIONAL LIMITED WARRANTY TRUST.

THE NATIONAL LIMITED WARRANTY IS FUNDED AND ADMINISTERED EXCLUSIVELY BY THE RAM JACK DEALERS ASSOCIATION NATIONAL LIMITED WARRANTY TRUST (RAM JACK DEALERS ASSOCIATION, LLC).

RAM JACK SYSTEMS DISTRIBUTION, LLC IS NOT IN ANY MANNER OR FORM AFFILIATED WITH OR INVOLVED IN THE FUNDING, OPERATION, AND ADMINISTRATION OF THE NATIONAL LIMITED WARRANTY TRUST PROGRAM AND HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY CLAIMS, ACTIONS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS, EXPENSES, LOSSES, DAMAGES OR INJURIES TO PERSONS OR PROPERTY OR BUSINESS ARISING OUT OF OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE OPERATION, ADMINISTRATION OR INTERPRETATION OF THE RAM JACK DEALERS ASSOCIATION NATIONAL LIMITED WARRANTY TRUST PROGRAM.



GRACE MILLS
7551 N. O' NEAL RD.
COLUMBIA, MO 65202

Gibbs Company's Inc
4725 E Meyer Industrial Dr
Columbia, Mo 65201
www.gibbscompany.com

573-442-7523 • 800-326-5193 • 573-449-4300 fax
work by others, abuse, acts of vandalism or property
damage.

Finish Date: 07/14/2018
Length of Warranty:
2 YEAR LIMITED POLYJACKING

Job Address:
7551 N. O'NEAL RD.
COLUMBIA, MO 65202

This warranty contains the only expressed or implied warranties made by GIBBS COMPANY'S INC. (here in termed Contractor) to the above stated persons (here in termed Owner) at stated address for work performed and materials used at the above stated address (here in termed Property).

Implied Warranties of Merchantability of Fitness or any other Expressed Warranties are effect and is subject to the Warranties are Excluded and attached separately. The Sole Warranty made by this Contractor is contained this in this Warranty.

This Warranty is conditioned on the Owner meeting all the terms and conditions agreed to in the Purchase Order / Contract executed between Owner and Contractor on the completion date and the Owner accepting the finished work of the Contractor.

Contractor warrants that all defects in workmanship and material shall be warranted for the duration listed above after installation of work and payment received as evidenced by the completion date contained herein.

Contractor shall supply all labor and material to correct defective materials at no charge to Owner.

The preceding warranties on workmanship and material do not include any claims for damage or failure to the structure which are the result of normal weathering, normal actions and conditions expected of the work or product, acts of God and nature, fire, flood, hail, earthquakes, excessive wind, windblown objects, pollutants, explosion, existing or subsequent structural defects, earth or structural movement, soil expansion and contraction, erosion, negligent maintenance, alteration of

A color of texture variance may occur between replacement work and originally installed work. This difference does not indicate defective materials or workmanship.

The original warranty period shall not be extended by any warranty work performed. Any unexpired warranty time remaining shall continue in effect and is subject to the terms and conditions of the warranty.

Warranty claims shall be submitted in writing to Contractor unless other means such as by telephone would reduce damage to the Owner's property. Claim must be submitted within the warranty period and Sever days after discovery. If after inspection, it is determined that the claim is valid in accordance with the terms of the warranty, Contractor agrees, at his sole option to repair or replace the defect or compensate the owner not to exceed the total amount of the original purchase price. The obligations of the Contractor under the warranty shall be performed only by persons designated and compensated by Contractor and is subject to all other provisions of the warranty.

This Limited Warranty gives the Owner specific legal rights and the Owner may also have other rights which may vary. Contractor shall not be liable to Owner or third parties for incidental consequential damages resulting from a defect in materials and workmanship.

This Limited Warranty is transferable by the Owner to subsequent purchasers for the property if written notice is received by Contractor within 60 days of the new Owner taking possession of the property. A transfer fee of \$50 will be charged. The transfer of the Limited Warranty does not extend the warranty period. If Contractor fails to receive written notice of the transfer, Contractor shall be released from any liability under this warranty.

Service Plan



RAMJACK

573/442.7523 • 800/326.5193 • 573/449.4300 fax • www.ramjackofmidmissouri.com

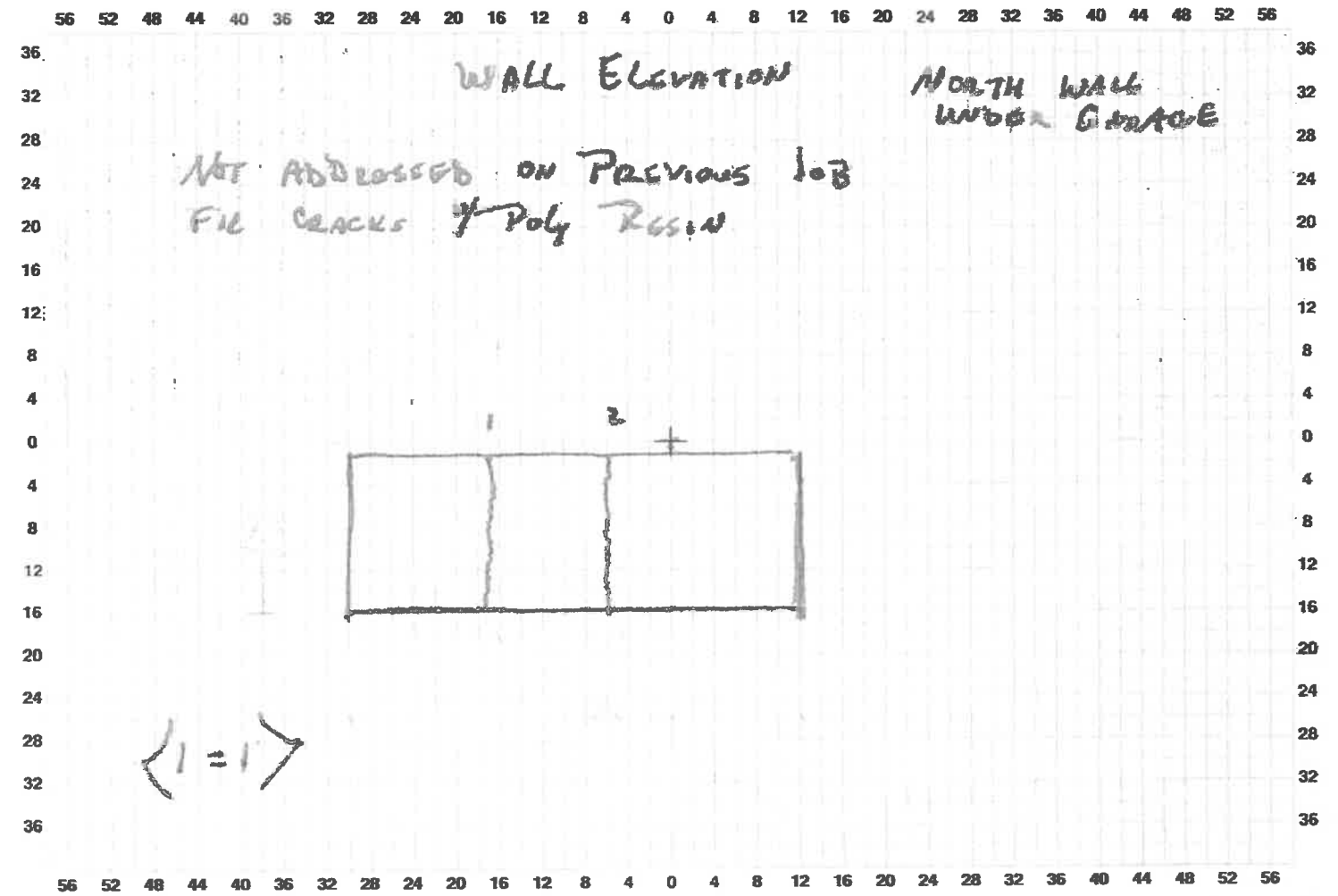


D/B/A Ram Jack of Mid-Missouri
Gibbs Concrete Restoration & Waterproofing
Gibbs Concrete Restoration

mailing address - 3000 South Big Timber Dr. Columbia, MO 65201
location - 4725 E. Meyer Industrial Dr. Columbia, MO 65201
Quote Based on Information Provided by Owner

Name Grace Mills Home # [REDACTED] Work # [REDACTED]

Address _____ City / State MO Zip 65202



Pier Placement
 Pier in Concrete
 Drainage Work
 Pressure Grouting

Additional charges will be necessary if production crew encounters any of the following:

Mudjacking overage	\$10 / CF
Change to Oversize Bracket add	\$100
Wall coring thicker than 8" add per hole	\$25
Piers/Anchors deeper than 21' add	\$26/ft.
Footings thicker than 12" add	\$150 ea.
Concrete beam for Helical anchors add	\$200/ft.
Removal of existing steel piers add	\$50 ea.
Removal of existing concrete piers shoring pad add	T & M
Installation of Com. Bracket expanders add	\$25 ea.
Additional Crack caulking add	\$5/ft.
Utilities running in trench add	\$16/ft.
Cave in	T & M
Removal of Tree Roots	T & M
Work not listed	\$75/HR/MAN
	\$100 HR/MACHINE

Area A: _____ \$ 952.50
 Area B: _____ \$ _____
 Area C: _____ \$ _____
 Area D: _____ \$ _____
 Area E: _____ \$ _____
 Area F: _____ \$ _____
 Area G: _____ \$ _____

Estimate Total \$ 952.50
Perform CIRCLED Areas Only
 Contract Total \$ _____

_____ Date _____ Customer Authorization _____ Date 4-4-18
 Gibbs Company Consultant _____ Date _____