



Prepared by:
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 Arizona Foundation Solutions
 www.foundationrepairsaz.com
 TF 602-470-1311
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 License# ROC 287865 KB-01

Job location:
 1211 S Barkley
 Mesa, AZ 85204-5912

Prepared on:
 8-11-21

Project Summary

Lift and Level	\$1,224.30
Composite Interlock Cracks	\$2,880.00
Total Investment	\$4,104.30
Total Contract Price	\$4,104.30
Deposit Required - 25%	\$1,026.08
Deposit Paid	\$1,026.08
Amount Due Upon Installation	\$3,078.22

Customer Consent

This Proposal may be withdrawn by AZFS after 60 days if the customer has not signed the agreement.

Authorized Signature _____ *melissa@azrm.net* _____ **Date** _____ Aug 11, 2021

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s)/Engineering Report, and the attached Limited Warranty, (together, the "Contract"). You (AZFS) 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 1.5% per month (18% per year) if my/our account is 30 days or more past due, plus your fees and costs to collect and enforce this Contract. The property owner gives AZFS the right to act on their behalf with the municipality to obtain the permit if necessary.

Customer Signature _____ *Maira M Caswell* _____ **Date** _____ Aug 11, 2021

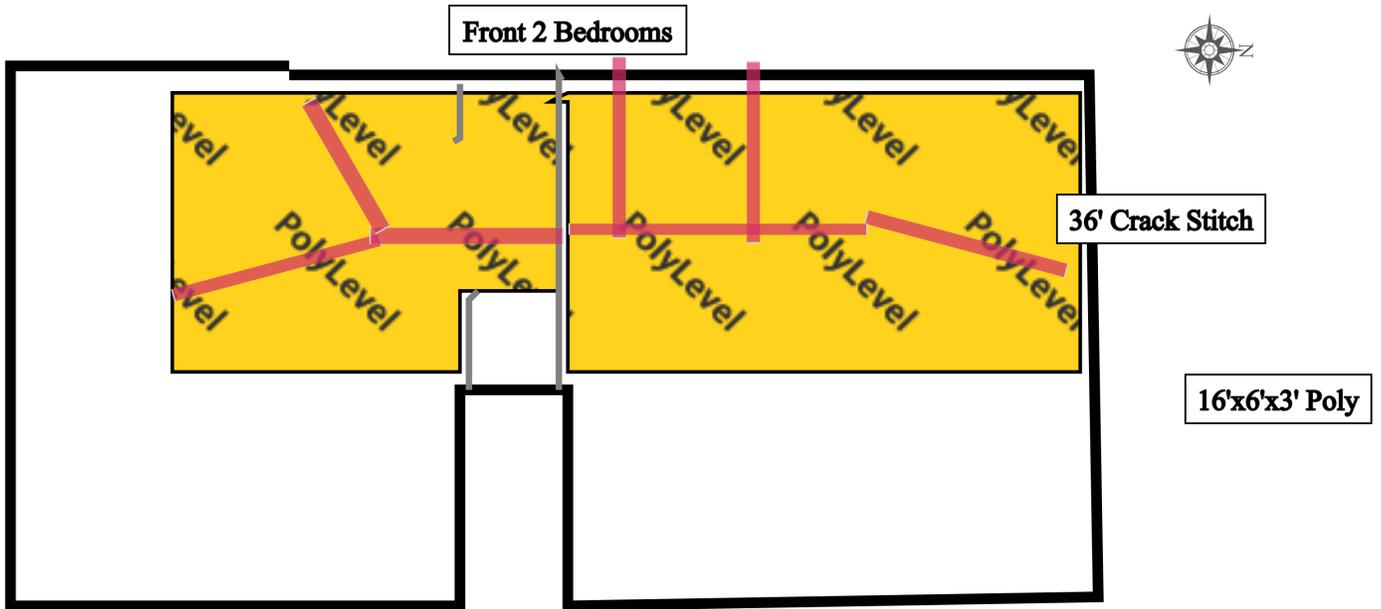
Deposit is non-refundable.

Initial _____ MNC

AZFS may pre-lien your property in accordance with state laws.

Initial _____ MNC

Job Details



Job Details (Continued)

Specifications

POLYLEVEL® - Install as indicated on job drawing. Core holes approximately the size of a penny through the floor/concrete. Pump PolyLEVEL® to fill voids and raise the slab to it's HIGHEST PRACTICAL MAXIMUM. --PolyLEVEL® pricing does not include removal and/or replacement of any flooring. --If holes are cored and lift/desired lift is not achieved, no refunds and/or credits will be issued. --Price point assumes a 2" void. If the void is larger than an average of 2", additional charges will be added to recoup the costs involved. --Grinding/Planing may need to be performed to create a smooth transition between slabs. --Customer is aware that some cosmetic damage may occur and will not hold AZFS responsible if this does occur.-

COMPOSITE INTERLOCKING SYSTEM - Saw cut non parallel lines through existing crack. Insert carbon fiber laminate into saw cuts. Fill with a rigid 2 part poly. Grind smooth along crack. Clean up & remove all debris. This is a crack repair service, not a floor leveling service. If cracks are covered by flooring and/or other materials, we do our best to estimate linear footage. If after moving items and/or removing coverings it is discovered more repairs could be completed, the customer will have the option to add the additional footage to job at an additional charge. Adding additional footage will change the amount of time required to complete the job and may require rescheduling the install date to accommodate. Quantity is listed in agreed upon linear feet.-

Contractor Will

1.) Complete the scope of work listed under Job Details as described.

Customer Will

- 1.) Remove flooring in the work area prior to project start date if required for installation. If the flooring is NOT removed, AZFS reserves the right to increase the total cost of the agreement and/or drill/cut/core through the existing flooring material. AZFS is not responsible for damage to flooring that is not removed. Typical services that require flooring removal are but not limited to: Composite Interlocking, PolyLEVEL®, MoistureLevel®, Compaction Grouting, Slab Piles/Piers, Slab Removal/Replacement, SmartJacks® with limited crawl space access, WaterGuard, Basement Drain Tile/Sump Pump Solutions & Radon Mitigation systems.
- 2.) Move items 10 feet away from the work area prior to project start date. If item(s) are not moved away from the work area, AZFS reserves the right to increase the total cost of the agreement to either move the item(s) or reschedule and remobilize. AZFS will not be held responsible for damage to item(s) not moved prior to project start date.
- 3.) Provide an area for AZFS to keep equipment during construction.
- 4.) Be present at each project completion to do a walk through and make payment. If being present is not possible, the customer will arrange for someone over the age of 18 to be present and sign off at project completion OR automatically accept the project as completed to your satisfaction.
- 5.) Mark any private utilities such as, but not limited to: Satellite cables, non-public electrical lines, propane lines, irrigation lines, etc. that have been installed on the property.

Product List

Lift and Level

PolyLEVEL 1 areas

Composite Interlock Cracks

Composite Interlocking System 36 ft

Lift and Level - Areas

Area Title	LxWxD	Location	Notes
Attempt to lift and level interior slab	16x6x3	Other	

Terms, Conditions & Customer Responsibilities

Job mobilization is defined as loading, unloading, set up, tear down and transportation to the job site and back with necessary materials. All jobs are bid to be completed in one mobilization. If the customer causes additional mobilizations, an additional charge will be added to recoup the costs.

Drawings are not to scale. Final product location and ability to install is subject to field conditions. Adjustments may have to be made during the project to accommodate field conditions.

AZFS recommends waiting at least 12 months after installation before investing in cosmetic repairs.

The property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of section 32-1154, subsection A if we violate what is in writing in this contract. Any complaints must be made within the applicable time period as set forth in section 32-1155, subsection A. The ROC can be contacted at (602) 542-1525 or online at www.azroc.gov. ROC 287865 KB-01

SCHEDULING:

For your protection, AZFS management must review and approve any job/project submitted by AZFS employees. This helps us make sure we minimize the potential for additional charges due to installation challenges. This process can take multiple business days. Your project will NOT be scheduled until this review process has been completed and permits (if necessary) have been issued by the municipality.

All scheduling of projects is completed by the scheduling department available at 602-470-1311 or scheduling@azrm.net. Please copy your Solutions Consultant on any emails to scheduling.

AZFS employs 9 full time installation/repair teams because it is our goal to schedule projects as efficiently as possible. While we would love to install projects immediately, our backlog of work will not allow this. All scheduling is subject to the backlog of work at the time the project is scheduled. Your Solutions Consultant can only give approximate backlog time frames. NO discounts, credits or refunds will be issued as a result of work backlog.

All scheduled dates are tentative. Certain conditions beyond our control can cause delays to the start and/or completion of your project. AZFS will notify you as soon as possible if the start and/or completion of your project will be delayed. Rescheduled project dates do not qualify for discounts, credits or refunds.

Job completion dates for permitted jobs could be as far out as 6 months or more depending on many factors including permit requirements and the municipality time frame to review and issue permit, municipality changes to permit requirements, job difficulty, availability of qualified crews, specialized equipment availability, third party engineering and inspections, weather and calendar back log due to customers who scheduled services prior to this agreement.

If customer requests that work be rescheduled or cancelled within 48 hours of installation date an additional charge of \$500 or the mobilization fee (whichever is greater) will be assessed. Rescheduling because of AZFS plan or scope of work changes are not included.

CUSTOMER RESPONSIBILITIES:

Customer is responsible to ensure the scope matches their expectations. This agreement excludes any products or services NOT listed in writing. No verbal/oral/spoken representations expressed or implied of any scope of work, services, results, outcomes or warranties will be honored.

Anything listed under Customer Will and Additional Notes.

Landscape restoration is the sole responsibility of the customer.

Customer to maintain positive drainage away from repaired areas and keep gutters clean and in good working order with downspouts discharging a sufficient distance (10' minimum if property will allow) away from the foundation. Customer allowing water to flow to and/or pool near repaired areas is considered negligence and could void the warranty.

Customer agrees to release AZFS from responsibility for system damage or injury that is a result of customer negligence, misuse, abuse or alteration of any product or work area.

PAYMENT:

Deposits are applied to the project with the highest dollar amount. Each line on page 1 is considered a project.

Customer agrees to pay the Crew Leader for each individual project in full at the completion of each project.

Method of payments -credit/debit card, check/cashier's check or cash.

Customer agrees to pay a 3% surcharge for making payment over the phone. AZFS equips each crew with a credit card processing device. Our credit card processing company charges 3% extra for each payment that is taken without swiping/inserting the credit card.

Customers who finance the project agree to complete and sign/digitally sign any forms required by the financing company at the completion of each project.

Rebates take up to 6 weeks to research, approve, process, sign and deliver.

Terms, Conditions & Customer Responsibilities (Continued)

Notice to owner of applicability of Arizona prompt pay act (Notice required by Arizona Revised Statutes section 32-1188)Attention: Your obligations to pay your contractor are subject to the Arizona prompt pay act. That act is set forth in title 32, chapter 10, article 5, Arizona Revised Statutes. The full text of the statutes are available at your local public law library or on the internet. Under that act, you have the right to withhold all or a portion of a payment to a contractor for a variety of reasons, including defective construction work that has not been corrected. However, in order to do so, you must issue a written statement setting forth in reasonable detail your reasons for withholding payments within fourteen (14) days after the date you receive a billing or estimate. If you fail to issue the written statement within that period, the billing or estimate will be deemed approved. Once the billing or estimate is deemed approved, you must pay the billing or estimate within seven (7) days. Generally, you are limited by the act to withholding only an amount that is sufficient to pay the direct costs and expenses you reasonably expect to incur to protect you from loss for which the contractor is responsible. You are encouraged to read the act in full to know your obligations and rights.

Upon substantial completion : An invoice for payment shall be deemed certified unless at the time presented the owner prepares and issues a written statement stating in reasonable detail the reasons for not certifying or approving all or a portion of the billing. Customer may withhold from a payment only an amount that is sufficient to pay the direct costs and expenses reasonably expected to be incurred to protect the customer from loss for which the contractor is responsible and as outlined in writing.

EXCLUSIONS:

Dust incidental to installation. AZFS will do our best to contain and minimize dust.

This agreement excludes any products or services NOT listed in writing. No verbal/oral/spoken representations expressed or implied of scope of work, services, results, outcomes or warranties will be honored.

Irrigation repairs are excluded the sole responsibility of the customer. All irrigation modifications and repairs by others. If an AZFS employee repairs and/or modifies an irrigation system, AZFS will not be held responsible for future failures/repairs of the irrigation system and/or any damages caused by the failure/leaking of the irrigation system. Irrigation repairs/modifications are only included as a service & backed with a 6 month warranty if the Irrigation Protection Package or Comprehensive Package is purchased.

Landscape restoration is always excluded and is the sole responsibility of the customer.

All cosmetic repairs such as but not limited to: flooring services, patching drywall/sheet rock/plaster, carpentry, painting, siding, stucco, block/brick work, decorative concrete, pavers etc. are EXCLUDED and are the sole responsibility of the customer. With some foundation repair/mitigation products, AZFS does not recommend making any cosmetic repairs until the foundation systems have been in place for 12 months.

Damage to utility lines is excluded and is the sole responsibility of the customer unless the locating company mis-marks the utility lines. AZFS uses both 811 and a private utility location company on projects with deep excavation to minimize the potential for utility line damage. If the Comprehensive Package is purchased, AZFS will accept responsibility for any damage to utility lines.

Costs for additional work that would be required due to previous attempts to repair the foundation and/or unknown conditions are not included in the cost of this agreement unless stated in the Additional Notes section.

RESCHEDULING PROJECT DATES, CANCELLING OR TERMINATING THE CONTRACT:

To reschedule a project you must send an email to scheduling@azrm.net as well as your Solutions Consultant. You can find the email address of your Solutions Consultant at the top of your agreement under "Prepared by".

You are entering into a legally binding contract. You may cancel this contract, be entitled to a refund of any deposit paid if you cancel in writing within three (3) calendar days (excluding Sunday) from the date you digitally/physically signed this contract. Cancellation must be in writing and the postage date or date of the email must be within such cancellation period, specifically reference the contract, and state that the contract is canceled. Otherwise, you may terminate this contract, at any time, for your convenience and without cause upon written notice to AZFS stating that the contract is terminated. If the contract is terminated before work has physically commenced, then AZFS shall be entitled to retain any deposit paid under this contract, which the parties agree is a reasonable estimate of expenses incurred in planning, coordinating, scheduling, engineering, estimating, preparing this contract, and forgoing other potential work with other customers. If this contract is terminated in writing by you after work has physically commenced, then AZFS will cease work and shall be entitled to retain any deposit and, additionally, receive payment for the work performed and costs incurred by reason of such termination, along with reasonable overhead and profit only on the work not executed. Any method other than written letter addressed to AZFS or email addressed to legal@azrm.net attempting to cancel or terminate this contract (e.g. in person, phone, voicemail, text, fax, etc.) will not be acknowledged by AZFS. If it is determined that criteria for a refund has been met, refunds for terminated contracts can take up to 3 weeks.

The customer/client is responsible for paying a minimum of 25% of any terminated service when terminating the contract. AZFS has a legal right to charge up to 50% of the project price if additional costs beyond the mandatory 25% payment have been accumulated.

Terms, Conditions & Customer Responsibilities (Continued)

WARRANTY:

Warranty is only valid in area of repair. Warranty becomes valid after final payment. Customer must present warranty to receive warranty work.

All products and services carry at least a 2 year warranty on workmanship and materials. Any warranty beyond the 2 year workmanship and materials guarantee must be in writing on the agreement or attached to this agreement. No verbal/oral warranties will be honored. Warranty does not cover incidental or consequential cosmetic damages and/or utility damages.

All warranty requests must be made in writing. Email all requests to warranty@azrm.net or mail to our office via certified USPS. Feel free to copy your Solutions Consultant on any email warranty request.

CUSTOMER EXPERIENCE:

Please remember communication is key. We want to deliver an amazing experience, but we also realize we are not perfect. Feel free to contact the office and/or any managers with questions or concerns so we can deliver the best experience possible.

Thank you for allowing us to protect your investment. We look forward to 'WOW'ing you with a great experience.

OPTIMIZING
AND PROTECTING
THE VALUE OF YOUR INVESTMENT



ARIZONA FOUNDATION SOLUTIONS GUARANTEES

System Warranty

When Arizona Foundation Solutions installs a system at your home, you will receive a copy of the warranty before the work begins.

100% Satisfaction Guarantee

We guarantee that we will complete all of our work to the standard stated on our proposal. If for any reason you are displeased with any of our services, we are just a phone call away.

Property Protection Guarantee

All property such as lawns, carpeting, floors, walls, furniture, and door frames are protected. In the rare occurrence where property is damaged, we will repair it (EXCLUDES expected damages from scope of work listed on the contract). We do our best to clean up after ourselves, however if after completion you are not satisfied, we will offer you a \$100 gift certificate for a professional cleaning company.

Customer Respect Guarantee

Our employees will courteously address any questions or concerns and treat you and your family with respect. All of our employees are drug tested and background checked with the legal right to work in the United States. Their main goal is to 'WOW' you with a great experience.

Are We Perfect?

No, but every day, every person at our company is striving to be excellent at what each of us does to serve you. You are the most important person in our careers, and we never forget it. We come to work every day to build our reputation by serving you to the best of our abilities.

Thank you for considering Arizona Foundation Solutions,

Robert K Brown

Robert K. Brown

President

OUR MISSION

"Work together as a team, to 'WOW' all of our customers with a great experience!"

ROC 287865 KB-01

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