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GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 052112

911 DISPATCH OFFICE FOUNDATION REPAIR

THIS AGREEMENT, made and entered into this 6th day of JUNE, 2012, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **EagleLIFT, Inc.**, of the City of Rancho Cucamonga, State of California, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

Scope of Work

The contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete the following: Alterations to project located at, 1342 E. Monroe St., Globe, Arizona, 85501. All work must be performed in conformance with industry standards and best practices.

Uretek 486 is \$10.00 per pound and per historical data the project has been estimated to require 550 lbs. The contractor will drill 11 holes, 4 feet apart, and inject 50 lbs. of Uretek 486 in each hole. If additional Uretek is needed for the project beyond the 550lbs estimated, it will be charged at \$10.00 per lb.

URETEK DEEP INJECTION:

- Based off of the provided reports and/or inspection, URETEK 486 Deep Injection Method should be used to lift and stabilize the structure. The structure is a single level business structure used as a 911 call center. The far East end of the of the structure is vacant and the slab foundation is bare. The slab is cracked from the stress caused by settlement along the perimeter. Elevations recorded during inspection proved settlement of up to -1.4". Deep Injection of Polymer is needed to permanently stabilize the structure to prevent further cosmetic and possible future structural damage. The main focus of Deep Injection is permanent stabilization and to attain enough lift to relieve the stress from structural pull. The application will be done from the outer perimeter with zero excavation and completed in one day.
- Deep Injections will be placed along approximately 24 linear feet of the East wall and approximately 10 linear feet of both the North and the South adjoining walls to lift and mitigate further settlement. The injections will be placed on approximate 4' centers. The urethanes will be installed to a depth sufficient to stabilize the foundations. This depth is estimated to be between 3' and 7' levels, where the allowable soil bearing pressure is usually greater than 1000 pounds per square foot. The yield

compressive strength of the URETEK polyurethane 486 is about 60 psi (8600psf), according to test results obtained using ASTM D 1621. The grout is much lighter than soil, and generally weighs between about 3 and 5 lbs per cubic feet. Therefore, settlement of compressible soils below the grout generally does not occur. Typical allowable foundation bearing pressures of soil range from about 1000 psf to 2000 psf, which is less than 33% of the compressive strength of the grout.

- Resins used will be the Uretek 486 polymer resins. The expansion of these resins will consolidate base soils and underpin the immediate surrounding area of the treated footings to ensure all voids are filled and soils bearing capacity is improved.
- Due to the variables encountered within the soil and possible resistance from the structure, it is possible a full lift may not be achieved, however, the structure will be fully stabilized.
- The Contractor has no way of ascertaining the exact amount of Uretek 486 material required to affect the repair; however, this estimate is based on historical data. If the Contractor gets to the estimate and more material is required, they will notify the County of anticipated volumes, since the Contractors invoicing is based on actual quantities used. The cost for the additional product beyond the estimated 550 lbs. will not change and remain at \$10.00 per pound. No additional work will be performed without prior approval of the County Facilities Manager or designee.

Contract may change based upon on the actual conditions noted when work is started. Assumptions are normal footings with no additions to footings that require additional work. This includes caissons, additional concrete, deep footings etc.

Lateral Movement

- The Contractor is not responsible for any lateral movement of the structure. The technology used by the Contractor deals only with the vertical movement of the structure required to bring it back to or near original grade. Lateral movement is usually caused by earthquakes or movement in hillside slopes slippage.

Contractor Provided Documents

- A. Certificate of Insurance (COI) concerning Commercial Liability and Workers Compensation.
- B. Drawings showing scope of work.
- C. Warranty of Products (Contractor makes no other warranty, expressed nor implied, with respect to its performance, unless agreed to in writing.

County Responsibility

This is a construction project and although the Contractor will take appropriate precautions and work in a good and workmanlike manner, the County is responsible for any finish carpentry, painting, paneling, etc. that may be necessary after Contractor's foundation repair work is finished. Because this repair is a structured lift, it may cause some cracks to appear/reappear. This is to be expected and is not the responsibility of the Contractor to repair. The Contractor is not responsible for concrete replacement and finish work unless specified in the project description. Do not for 30 days from the repair date, construct, repair, mend or add any new items to the area of work. Sometimes there is settlement that happens after work has been completed and this allows time for everything to settle in place first, and then permanent repairs may be making without worry to that area.

When trenching and excavation is required, Contractor will backfill and tamp dirt to the best of its ability. However, the County may need to add more top soil at a later date if the area excavated settles. The County is also responsible for any landscaping, reseeding and resodding as the Contractor is not responsible for replacing affected landscaping unless specified in the project description.

Contractor calls "Diggers Hotline" to have all public underground utilities located. If the County lives at a rural address, public lines will only be located to the pole or the County's property line. The County is responsible for marking any private lines such as satellite dish cables, propane lines, sprinkler system lines, etc. The County assumes all responsibility for damages due to breakage of any hidden or unmarked fuel/utility/service/private lines, though Contractor will do its best to avoid such damage.

The County shall provide to the Contractor any and all 1-geotechnical and/or geological reports, 2-engineering reports, 3-bids, estimates or proposals for foundation, soils stabilization or work to be done similar to the work subject to this proposal or 4-plans or drawings relating to foundations, soils or structural components, that pertain to, or would affect or be affected by the work proposed to be done by the Contractor.

Engineering & Permits

- City permits, engineering plans or geotechnical reports are the responsibility of the County and the County shall pay all costs associated with these items upon the signing of the contract. The Contractor can assist the County in obtaining these items.
- Engineering and permitting costs are non-refundable as upon their completion, all documents are delivered to the County.

Contractor Fees

PRODUCT & SERVICE	PRICE
Full Engineering Report	N/A
Permit (Estimate does not include Special Inspection cost, if required by City)	N/A
Foundation Supportworks Push Piers	N/A
Uretex Method and Void Fill	N/A
Uretex Deep Injection (3' & 7' depths)	\$5,500.00
EcSS3000 Expansive Clay Stabilization	N/A
Mobilization & Steel	N/A
TOTAL CONTRACT COST:	\$5,500.00

PAYMENT SCHEDULE	
Full Engineering Report	
Permit (May alter per city s, does not include Special Inspections if required by City.)	N/A
Initial Down Payment	N/A
Materials delivered (Due upon delivery on first day)	N/A
Payment for completed work (Due with each labor completed daily)	N/A
Payment is due in full, net 30, when work is completed	\$5,500.00

Change Order Work:

- Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.
- Any additional material or work required beyond the original scope of work guidelines will result in a change order presented to the County by the Contractor.
- All change orders will be completed as an amendment to the agreement and require Contractor and County Manager signature.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in

coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501**, and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a

material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker’s Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker’s Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County’s obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expires July 31, 2012, unless otherwise extended by both parties.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid pursuant to the fee schedule stated in Article 1 of this agreement but in no event shall payment exceed \$5,500.00 without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of Agreement No. 052112, each for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

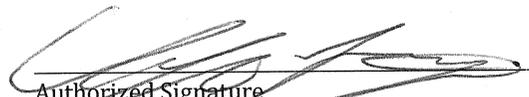
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 6/6/12

EAGLELIFT, INC.



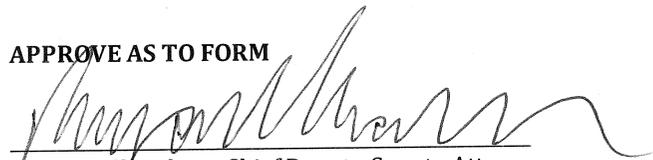
Authorized Signature

Cliff Frazao

Print Name

Date: 5/22/12

APPROVE AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney

**GILA COUNTY
PUBLIC WORKS**

FLOOR PLAN

1400 E ASH,
GLOBE, AZ 85501

EAGLELIFT INC.

10410 TRADEMARK STREET
RANCHO CUCAMONGA
PH: 877-752-2522

DATE:

5/24/2012

DRAWN BY:

P.W.

JOB NO.:

SHEET

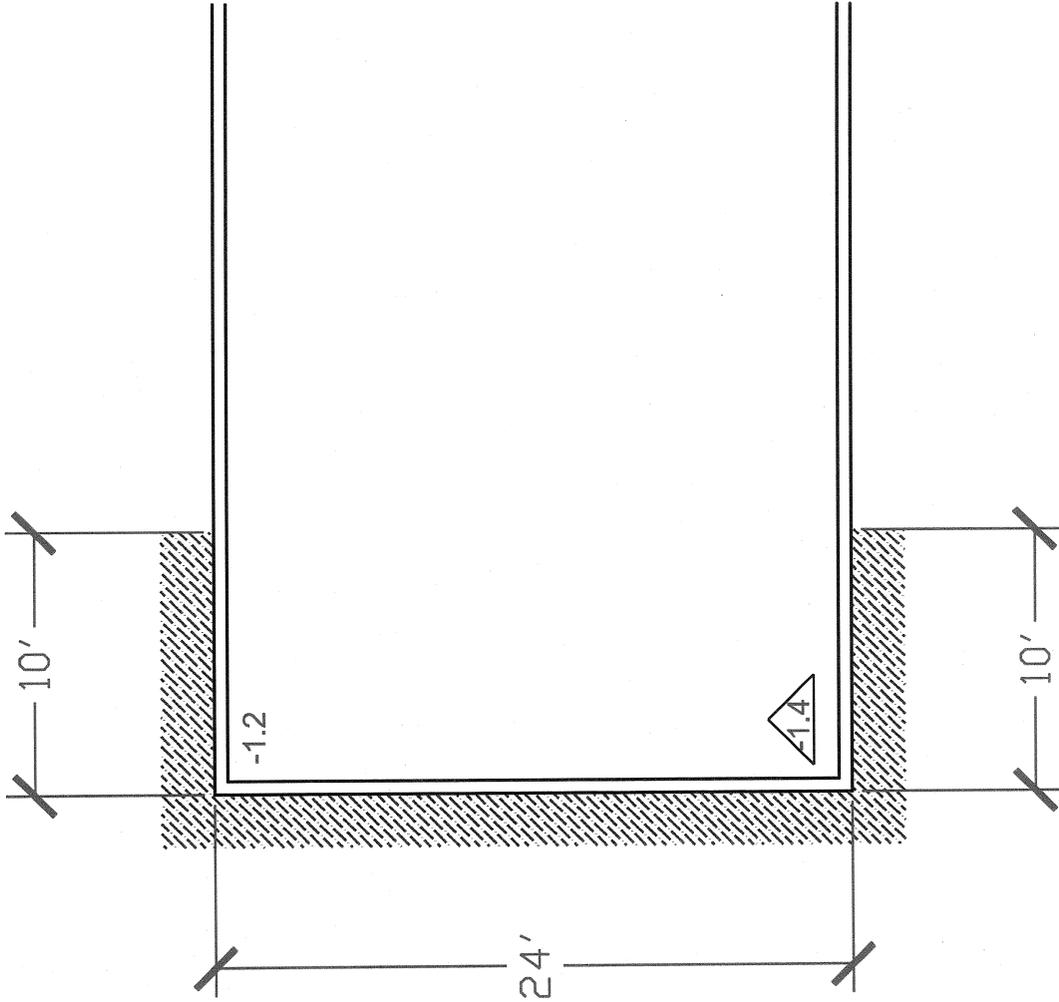
LEGEND



LOWEST ELEVATION



URETEK DEEP INJECTION LOCATION





LIMITED WARRANTY CERTIFICATE

This Limited Warranty is made in lieu of all other warranties, express or implied, and of all other obligations on the part of EagleLIFT, Inc. (the "Contractor") to the customer (the "Customer"). There are no other verbal or written warranties. There are no warranties which extend beyond the description on the face hereof, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose, including foundation repair.

For the applicable time periods indicated below, this Warranty is transferable to future owners, (fee of \$100), of the structure on which the work specified in this proposal is completed. This Warranty is in effect if the job 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 on the proposal.

Foundation Piers

Contractor warrants that the foundation piers will stabilize the affected area(s) against further appreciable vertical settlement for a period of twenty-five (25) years from the date of installation, or else Contractor will correct the problem at Contractor's expense. Contractor DOES NOT WARRANT, 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. Some of the reasons Contractor cannot warrant to lift the area(s) in question are as follows: 1) Skin Friction: The soil's tendency to cling to your foundation in its new settled position; 2) Obstructions: Items such as mortar, concrete or soil falling between the cracks or behind the veneer which will physically prevent the wall or chimney from moving back to its original position; and 3) Brick or Stone Veneer: The veneer of the home or other building is not part of the "structure" Contractor is attempting to affect, rather, it is merely a cosmetic covering similar to siding. Thus, a lifting operation on Customer's foundation may or may not affect the veneer of the structure. Customer should also know that the possibility of further damages exist during a lifting operation. Contractor is NOT RESPONSIBLE for damages caused by the lifting. All of Contractor's efforts will be concentrated on obtaining the optimum results with a minimum of damage.

Slab Piers

Contractor warrants that the slab piers will stabilize the affected area(s) against further appreciable vertical settlement for a period of ten (10) years from the date of installation, or else Contractor will correct the problem at Contractor's expense. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position, but will do its best to achieve positive results in the regard.

Smartjacks

Contractor warrants that the SmartJacks will stabilize the affected area(s) against further appreciable vertical settlement for five (5) yrs from the date of installation or else Contractor will provide the labor and materials, at no cost to Customer to make any necessary adjustments to the Smartjacks. Additionally the manufacturer of Smartjacks warrants that Smartjacks will, under normal use and service is free from defects in material and workmanship for twenty-five (25) yrs from the date of installation. See manufacturer's warranty for more details. If changes due to excess moisture occur 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 Customer.

Wall Anchors

Contractor hereby warrants that the wall anchors will stop further appreciable inward horizontal movement of the wall(s) repaired for twenty-five (25) 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 wall anchors. Walls that are not anchored entirely from corner to corner, by Contractor, are not warranted. Anchors are warranted only to stabilize the affected wall(s) and not straighten them. If Customer desires further movement in the wall(s) repaired, Customer may tighten the installed anchors every 3-4 weeks during the dryer months of the year, which are typically July, August and September. Do not tighten the anchors in the winter, when the ground is wet, or when the repaired wall is straight. When tightening anchors, setting for a torque wrench should be 80 lbs. for a block wall and 90 lbs. for a poured wall. Contractor recommends that Customer maintain the wall anchors annually as annual maintenance can prevent most foundation problems. The cost of maintenance is not included in this proposal or Warranty, but maintenance is available from Contractor at an additional charge. When anchors are installed behind garage walls, saw cuts and expansion joints are sometimes necessary to relieve pressure on the affected wall(s). Saw cuts and expansion joints are not warranted and may need to be repeated in the future if the joint compresses.

Uretek Method/Deep Injection

The Contractor warrants that the injected URETEK materials will not shrink or deteriorate for a period of ten (10) years from the date of completion. The Contractor will replace, during the warranty period, by re-injection, any materials, which fail to perform as warranted. This limited warranty supersedes any other warranties, expressed or implied. The Contractor guarantees, if any adjustments are necessary due to the loss of the size stability or failure of the mechanical resistance of the injected material, in the injected areas during two (2) years from the date of completion of the work, the Contractor will adjust the settled area, by re-injection, at no cost to the owner. Should years from the date of completion of the work, the Contractor will recommend that further geotechnical testing be conducted as the problem is at a deeper depth in the sub grade. Further adjustments will not be at the Contractor's cost should Client refuse the geotechnical testing. This guarantee does not include external causes not dependent on our material, for example, ground subsidence or settlement of deeper soils, structural problems, dynamic or static load much higher than the design load at the time of URETEK intervention, damages caused by excavations, product tampering, natural catastrophes such as storms, floods, drought, tides, earthquakes, explosions or fire.

CleanSpace®

The installing dealer warrants the CleanSpace® crawl space liner to be free from holes and tears, and be free from groundwater on top of the liner (when a complete drainage system is installed) for 25 years*, or the dealer will repair at no charge. The CleanSpace® system is warranted to reduce humidity in a dirt crawl space. *Warranty does not include damage from abuse or moisture from condensation. Does not include pump failure or natural disasters.

Water Seepage - Applicable to Foundation Push Piers

Customer agrees to maintain positive drainage away from the wall(s) repaired by foundation push piers. Especially when trenching or excavation is done during structural repair, Contractor recommends a waterproofing membrane be applied to exposed wall(s) to reduce the chance of water seepage into the basement if basement is present. Water seepage into any area of the basement or foundation is NOT covered by this Warranty and may require a waterproofing system at an additional cost to Customer.

ECSS3000™

"The swell potential will be reduced to an average of not more than 2% with no single result exceeding 4% based on testing of undisturbed, treated samples using Test Method ASTM D 4546, Method B. Samples for swell testing should not be collected any sooner than 72 hours after injection has been completed. Second set of soil samples to be taken within 3-6 months from the installation date upon inclusion of engineering within the paid contract. EagleLIFT, Inc. includes a 5 year warranty that the injected ECSS-3000™ will reduce the swell potential to an average of no greater than 2%. (As stated above; laboratory tests provided by Penn State prove that the process is permanent and therefore irreversible.) If post-injection testing documents show an average swell potential of greater than 2% in any tested area, EagleLIFT, Inc. will re-inject the area at no additional charge. For any such re-injection work, all terms and conditions of this original contract shall apply."