



Prepared by:
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Prepared for:
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Job location:
 1 Lucius Shaw Lane
 Middlebury, VT 05753

Prepared on:
 12-6-22

Project Summary

My Basement	\$5,008.22
Total Investment	\$5,008.22
Total Contract Price	\$5,008.22
Deposit Required - 30%	\$1,502.47
Deposit Paid	\$0.00
Amount Due Upon Installation	\$5,008.22

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 15 days.

Authorized Signature _____ **Date** _____

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You 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 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. I acknowledge some dust to be expected.

Customer Signature _____ **Date** _____

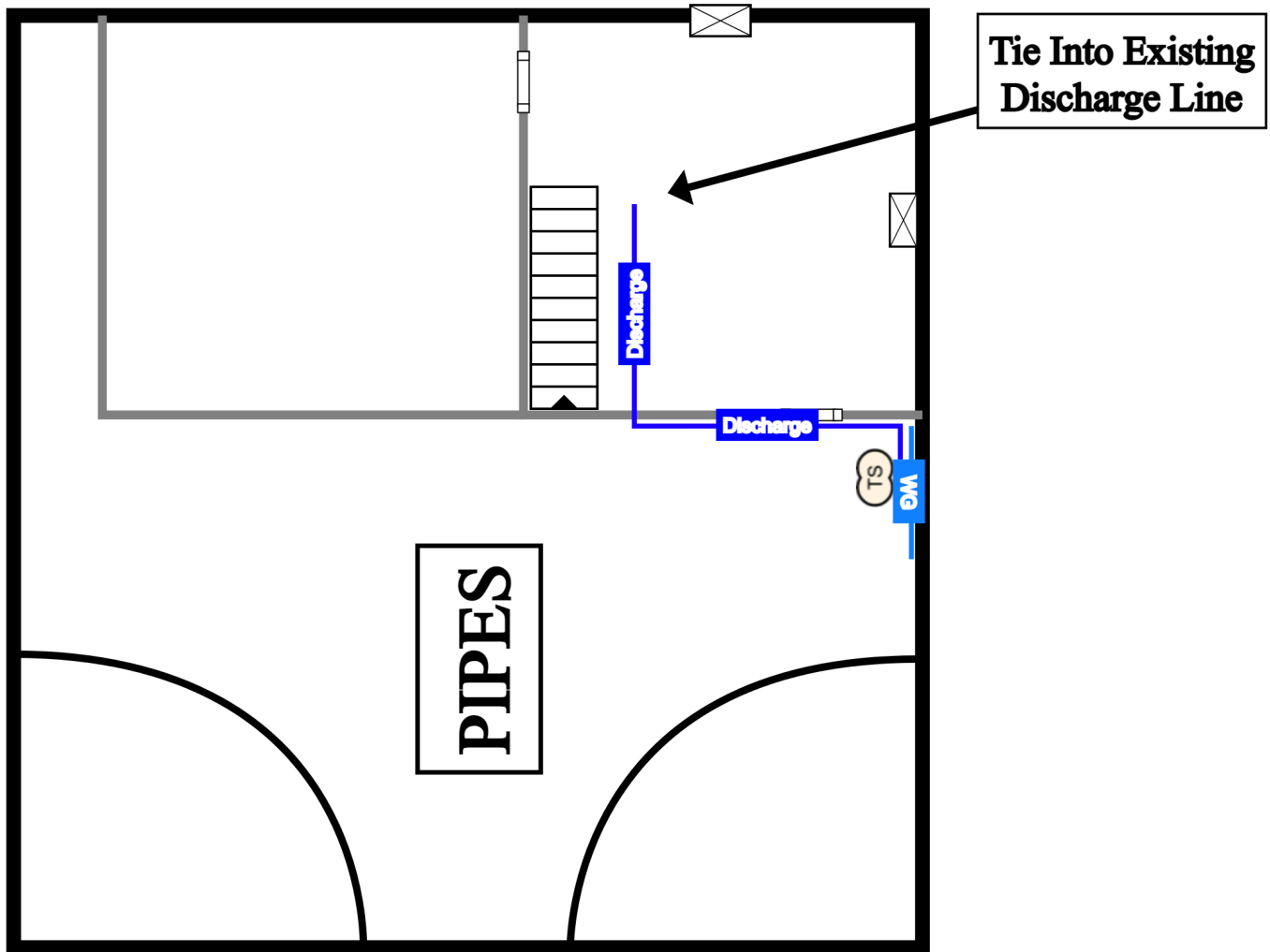
Customer has reviewed proposal with the system design specialist.

Initial _____

Customer is responsible for all permits, and all costs.

Initial _____

Job Details



Type of Wall Poured Concrete
Existing Wall Finish Plain
Existing Floor Finish Concrete

Job Details (Continued)

Specifications

1) Install WaterGuard sub-floor drainage system as indicated in job drawing. Customer understands WaterGuard proposal is based on a slab up to 6" thick. Any slabs found to be thicker are subject to additional fees. 2) Install WaterGuard Port for access to system. 3) Install TripleSafe pump system with twin liner, 1/3 hp cast iron primary AC pump, 1/2 hp cast iron AC back-up pump, and UltraSump battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes 3 CleanPump stands, airtight lid with airtight floor drain, and WaterWatch alarm system. 4) Install necessary inside discharge as indicated on drawing. 5) Tie Into Existing Line 6) Core through foundation wall as necessary to exit building with discharge.

Contractor Will

1.) Remove and replace concrete as necessary in the workplace.

Customer Will

- 1.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.
- 2.) Obtain any and all state and or local permits required to install work.
- 3.) Provide proper dedicated electrical outlets for all pumps, and other electrical devices to be installed.

Additional Notes

Customer will provide access to area of work.

Customer will keep area of work clear.

Customer will provide two 20-amp breakers with two grounded outlets on each breaker, for AC pumps, trickle charger, and dehumidifier.

Customer acknowledges noise and dust will be created during the course of work.

NBS will install six feet of WaterGuard Drainage and a TripleSafe Pump System, in indicated area of basement.

Discharge lines for pump system will go up, over, through the interior CMU wall, and over, connecting to existing discharge line.

Customer acknowledges they are responsible for obtaining any necessary permits, and permission to tie into existing discharge line.

Customer holds NBS harmless from any issues deriving from existing discharge line or where it connects into any other drainage/sewer line.

Customer acknowledges if additional water problems occur in other parts of the basement, additional work would need to be done to mitigate these issues. This additional work would come at an additional cost.

Product List

My Basement

WaterGuard	6 ft
WaterGuard Port	2
TripleSafe	1
Interior Discharge	64 ft
Tie Into Existing Line	1
Core for discharge	2

Limited Warranty

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 Matt Clark’s Northern Basement Systems (“Contractor”) to the customer (“Customer”). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms – For the applicable time periods indicated below, this Warranty is transferable at no charge 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 below, 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.

Exclusions – THIS WARRANTY DOES NOT COVER, CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM:

1) exterior waterproofing; 2) plumbing damage; 3) Customer-caused damage; 4) dust from installation; 5) damage to real estate or personal property such as walls, countertop, or floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor’s use of heavy equipment necessary to complete the job; 6) any injury or damage caused by mold to property or person; 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 cause outside Contractor’s control; 8) damage from a lifting operation; 9) basement water seepage; and 10) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils. While Contractor assumes responsibility for utility damage that occurs as a result of Contractor’s installation, such protection is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons.

Items For Which Customer Is Responsible – Customer shall: 1) make full payment to the crew leader upon completion of work; 2) prepare the work area for installation; 3) be responsible for any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor’s work is finished; 4) mark private lines (satellite, propane, sprinkler, etc.) 5) maintain positive drainage away from the repaired wall(s); 6) keep gutters clean and in good working order; 7) direct downspouts a sufficient distance away from the repaired wall(s); 8) maintain 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.”

If water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. This warranty applies to WaterGuard, and DryTrak systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided we are notified within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home.

If the entire perimeter of the basement was not treated, then additional work at additional charge could be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances.

This warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, dirt or mortar infiltration from foundation walls, water squirting out of the walls over the system, pipe penetrations carrying water over system, any building material along wall carrying water over system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, or efflorescence (white powder) on concrete. Stone foundations systems installed without CleanSpace Wall System cannot be warranted against wall seepage passing drainage. Contractor cannot be responsible for peeling paint, water once pumped from the house, DUST CREATED FROM INSTALLATION, damage to hidden fuel lines, utility lines, or any plumbing, or frozen discharge lines without an IceGuard. A DryTrak system alone will not eliminate seepage from floor cracks. Floor cracks are warranted against leakage with full perimeter WaterGuard systems.

Primary AC operated sump pumps are covered under a separate manufacturer’s warranty which is 36 months from date of manufacture. DC back-up pumps are covered under a separate manufacturer’s warranty which is 12 months from date of manufacture. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation. Annual maintenance is recommended, to find potential problems, but not required for this warranty to be in effect. Electrical work is not included in the contract and problems from electrical connections or lack thereof are disclaimed.

Systems that drain to daylight cannot be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes.

While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations, and that system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation. Wall cracks repaired with FlexiSpan are warranted against leakage for 5 years.

A CleanSpace, 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 SmartSump system to remedy the problem with water below the CleanSpace liner. CleanSpace has a transferable 25 year warranty – there will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines, or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house, or condensation.

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.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last. Should you cancel beyond three business days, you understand your deposit is non-refundable. Northern Basements may choose to refund depending on cancellation circumstances:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Northern Basement Systems

TF (855) 379-8463

O (802) 371-5000

F (802) 371-5020

www.northernbasements.com

358 Gallison Hill Rd

Montpelier, VT 05602

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I wish to cancel.

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date