



Prepared for:

Michael Frazier
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Benton, KS 67017
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Evaluated on:
Friday, May 7, 2021

Evaluated By:
Matt Medrano
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IWP, LLC
2909 W 13th St N
Wichita, KS 67235
Main (316) 308-8507
Kansasfoundationrepair.com

Scope of Work

We would like to thank you for giving us the opportunity to earn your business. Our belief is to approach projects using a comprehensive plan that corrects the source of the problems and the symptoms they have caused. This method provides a quality solution that lasts much longer than addressing only portions of the issues.

After performing a thorough examination of your property, we have prepared the following estimate and diagram to meet the needs of your project. We believe this will provide a detailed explanation of our solution as well as the associated costs.

Foundation Repair

Dirt Work

Product	Quantity
Excavation (76+)	75

Notes

Area marked in green on the drawing.
Customer to have A/C unit removed and replaced.

Wall Anchors

Product	Quantity
Wall Anchor (8+)	
<i>Wall Anchor Galvanized, ECP KS Made 12"x26" int plate, 24"x16" ext plate</i>	17

Notes

Straighten walls as much as possible and stabilize.
Area marked in red on the drawing.

Exterior Waterproofing

Product	Quantity
Exterior Waterproofing	600

Notes

Area marked in blue on the drawing.

Concrete

Product	Quantity
Concrete Removal <i>Remove, Break, and Haul Off Concrete SF</i>	144

Notes

Crew to remove 12'x12' back patio. (Customer to replace).

Costs

Section: Foundation Repair

Description	Quantity
Excavation (76+)	75.00
Wall Anchor (8+)	17.00
Exterior Waterproofing	600.00
Concrete Removal	144.00
Total Cost: \$19,247.00	
Subtotal: \$19,247.00	

Fees

Description	Quantity	Amount	Total
Permit and Administration	1.00	2.00%	\$384.94
Total:			\$384.94
Total:			\$19,631.94

Payment Terms

Deposit	<i>Due at bid acceptance</i>	\$9,815.97
Final	<i>Due at project completion</i>	\$9,815.97

Terms & Conditions

Disclaimers

IWP is not responsible for any damages done to below grade private lines such as sprinkler systems, private gas/electric lines and/or anything that is not marked by DigSafe.

Thank You For Your Business!

ITEMS THAT CUSTOMER IS RESPONSIBLE FOR...

*Making full payment to the crew leader upon completion of the work.

*Preparing the work area for installation as described on the proposal as well as the customer will notes on the proposal.

*Customer is responsible to have any private utility lines marked prior to the installation date.

*Any remediation of mold, asbestos, lead based paint or radon gas related issues prior to installation date.

IWP is not responsible for unforeseen buried obstacles that the customer did not present to or was aware of for IWP prior to installation

IE. concrete underpinnings, unlocated private utilities.

Additional costs will apply at the time of discovery of unforeseen obstacles.

Waivers

Please take note that IWP, LLC will not preform work other than what is itemized on this estimate/invoice. It is the customer's responsibility to prepare for work to be done by creating access to appropriate areas. It is also the customer's responsibility to replace anything damaged or destroyed. These items include, but are not limited to, drywall, decks, sidewalks/concrete and or landscaping. If you would like IWP, LLC to perform these tasks, please let us know prior to start date and it will be added to your invoice accordingly.

Warranties

This Limited Warranty is from IWP, LLC. ("Contractor") to the customer listed above ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranty set forth below. This Limited Warranty is transferrable to subsequent owners of the Property, provided that any such transfer shall not extend the duration of the term of the Limited Warranty set forth below and that Contractor is informed of the transfer before any claim is made. This Limited Warranty is null and void if full payment is not received. Any claims made pursuant to this Limited Warranty should be addressed in writing to Contractor at 330 N Saddle Circle, Wichita, KS 67235.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITED WARRANTY

Remedial work completed under this Limited Warranty will not extend the warranty period. Subject to the Exclusions from Coverage set forth below, Contractor provides the following Limited Warranty for the Products:

Foundation Push and/or Helical Piers. Contractor warrants that, for 25 years from the original date of installation of the Foundation Push and/or Helical Piers ("Foundation Piers"), the Foundation Piers will stabilize the affected area(s) against further settlement or the Contractor will provide the labor and materials to correct the problem using Foundation Piers.

Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their

original position, but will endeavor to the extent possible to do so. Damage may occur to the Property structure during the lift operation and Contractor is not responsible for such damages. Foundation Piers provide vertical support only and do not provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost.

I-Beam and/or Wall Anchors. Contractor warrants that, for 25 years from the original date of installation of the I-Beam and/or Wall Anchors ("Supports") that the Supports will stop further inward movement of the wall(s) or the Contractor will provide the labor and materials, to correct the problem using Supports.

Supports are warranted only to stabilize the affected wall(s). It will not straighten them. If Customer desires further outward movement in the wall(s) repaired, Customer may tighten the installed Supports as recommended by the manufacturer, but Customer assumes all liability for damages due to the additional tightening of the Supports.

Rhino Carbon Fiber. Contractor warrants that, for 25 years from the original date of installation, that Rhino Carbon Fiber ("RCF") will stabilize the affected area(s) against further inward bowing at the center of the wall(s) or Contractor will provide the labor and materials to correct the problem using RCF.

RCF is warranted only to stabilize the wall(s). It will not necessarily straighten them. Shearing at the bottom of the wall is not included in this Warranty and may require additional work at an additional cost.

Crawlspace Jacks – Contractor warrants that, for five years from the original date of installation that a Crawlspace Jacks ("Jacks") will stabilize the affected area(s) against further settlement or the Contractor will provide the labor and materials to make any necessary adjustments to the Jacks.

Contractor does not warrant to lift, close cracks, render doors and windows operational, or move floors back to their original position, but will endeavor to the extent possible to do so. If changes occur due to excess moisture in the area(s) where Jacks are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to Customer.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover Defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) Failure to maintain positive drainage away from the Property foundation/window; (3) Failure to keep gutters and downspouts in good working order and sufficiently directed away from the foundation/window/concrete slab; (4) Failure to maintain proper expansion joints in concrete slabs adjacent to repaired wall(s); (5) Failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; and (6) any items mentioned in this Warranty under "Additional Notes".

LIMITED REMEDY

Contractor's sole obligation to Customer with respect to this Limited Warranty is to provide the labor and materials necessary to replace or repair any Defect as set forth in the "Limited Warranty" section above.

Contractor is not responsible for any consequential, incidental, or indirect damages, including without limitation: (a) damage, whether exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, other portions of the Property and its systems, furniture, fixtures, furnishings, utilities, paint, paneling, landscaping, vegetation, wood, decks, spas, exterior lighting such as lamps and landscape patio lights or other real or personal property, without regard to when or where said damage occurs; (b) damages arising from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fillsoils; and (c) damages caused by mold or water seepage including, but not limited to, property damage, bodily injury, loss of income, loss of use, loss of value, emotional distress, adverse health effects, death, or any other effects.

CONTRACTOR CANNOT GUARANTEE SURVIVAL OF PLANTS AND TAKES NO FINANCIAL RESPONSIBILITY FOR THEIR SURVIVAL.

IN NO EVENT SHALL THE CONTRACTOR'S OBLIGATIONS OVER THE LIFE OF THE WARRANTY EXCEED THE RETAIL PRICE OF THE CONTRACTOR'S PRODUCTS USED IN THE ORIGINAL INSTALLATION OF PRODUCTS. AS A CONDITION PRECEDENT TO THE CONTRACTOR'S REPAIR OR REPLACEMENT, OWNER/CUSTOMER SHALL AT ITS SOLE COST REMOVE AND/OR EXCAVATE ALL MATERIALS, SOILS, EQUIPMENT, PAVERS AND ANY OTHER OVERBURDEN FROM THE AFFECTED AREAS.

NOTIFICATION

Owner shall provide immediate written notification to the Company at 330 N Saddle Circle, Wichita, KS 67235 within fifteen (15) days of discovery of a defect or claim covered under this Limited Warranty. Failure to comply with this notice requirement shall constitute a material breach of the warranty.

In the event repairs are required which are not covered by this Limited Warranty, the Company will advise Owner of such repairs to be made at Owner's expense. If the required repairs are promptly made by Owner, this warranty shall remain in effect for the unexpired portion of its original term. If Owner does not make required repairs promptly (within 30 days), this warranty shall automatically terminate without further notice by the Company.

EXCLUDED PRODUCTS

Except for the Products listed in the "Limited Warranty" section above, Contractor makes no express warranty, and disclaims all implied warranties, for any other product or service provided by Contractor to Customer.

TERMINATION

Contractor may terminate this warranty at any time by paying to the current owner of the Property, an amount equal to the total payments made under the original contract of the mutually agreed price. No changes to this document will be valid unless approved in writing by both parties.

ADDITIONAL NOTES

Customer agrees to accept this warranty as part of its purchase of the Contractor's products and services. This warranty shall be governed by the laws of the State of Kansas, excluding principles of conflicts of law. The parties agree that all actions arising under this warranty shall be brought in the District Court of Sedgwick County, Kansas.

Contractor (IWP, LLC) Customer

By:

Title: Office Manager Date:December 21, 2020 Signature: Tori Wedel

This Limited Warranty is from IWP, LLC. ("Contractor") to the customer listed above ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranty set forth below. This Limited Warranty is transferrable to subsequent owners of the Property, provided that any such transfer shall not extend the duration of the term of the Limited Warranty set forth below and that Contractor is informed of the transfer before any claim is made. This Limited Warranty is null and void if full payment is not received. Any claims made pursuant to this Limited Warranty should be addressed in writing to Contractor at 330 N Saddle Circle, Wichita, KS 67235.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITED WARRANTY

Remedial work completed under this Limited Warranty will not extend the warranty period. Subject to the Exclusions from Coverage set forth below, Contractor provides the following Limited Warranty for the Products:

Interior Waterproofing: For areas where Contractor has installed a WaterGuard™ or iDry™ System ("Waterproofing System"), Contractor warrants that, for 25 years from the original date of installation of the Waterproofing System, the Waterproofing System will be free from Defects or Contractor will repair the Waterproofing System at no additional cost to Customer. For the purposes of this Waterproofing System Limited Warranty, "Defect" means water from the floor wall joint which passes through the perimeter of the Waterproofing System and onto the basement floor. Leakage through interior floor cracks is not covered under this Waterproofing System Limited Warranty.

Vapor Barrier: Contractor warrants that the vapor barrier liner will be free from Defects for 25 years from the original date of installation or Contractor will repair or replace the Vapor Barrier liner. For the purposes of this Vapor Barrier Limited Warranty,

"Defect" shall mean (a) any hole or tear in the Vapor Barrier liner or (b) when a Vapor Barrier is installed with a Waterproofing System warranted by Contractor under this

Limited Warranty, the presence of ground water on the top of the Vapor Barrier liner.

Sump Pumps: Contractor warrants that sump pumps will be free from Defects for 1-year manufacturer's warranty from the original date of installation or Contractor will replace or repair the defective sump pump(s). For purposes of this Sump Pump Limited Warranty, "Defect" means the failure of a sump pump to operate under normal use and service. Contractor makes no warranty that the number and type of sump pumps installed are sufficient to handle the volume of water on the Property, and this Limited Warranty does not cover the cost of any additional sump pumps and sump pits determined to be necessary to handle such volume.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover Defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) clogging or malfunctioning of a Product caused by mineral accumulations, iron bacteria, tree roots, mud, sand, or similar causes; (3) failure to maintain positive drainage away from the Property foundation; (4) failure to keep gutters on the Property in good and working order; (5) failure to direct downspouts sufficiently away from the Property foundation; (6) failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; and (7) any items mentioned in this Warranty under "Additional Notes".

LIMITED REMEDY

Contractor's sole obligation to Customer with respect to this Limited Warranty is to provide the labor and materials necessary to replace or repair any Defect as set forth in the "Limited Warranty" section above.

Contractor is not responsible for any consequential, incidental, or indirect damages, including without limitation: (a) water damage to the Property or personal property; (b) costs for any finish carpentry, painting, paneling, landscaping, or other work necessary to restore the Property after Contractor's work is completed; (c) utility damage that occurs as a result of Contractor's installation is limited to replacing/repairing the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons; and (d) damages caused by mold including, but not limited to, property damage, bodily injury, loss of income, loss of use, loss of value, emotional distress, adverse health effects, death, or any other effects.

IN NO EVENT SHALL THE CONTRACTOR'S OBLIGATIONS OVER THE LIFE OF THE WARRANTY EXCEED THE RETAIL PRICE OF THE CONTRACTOR'S PRODUCTS USED IN THE ORIGINAL INSTALLATION OF PRODUCTS. AS A CONDITION PRECEDENT TO THE CONTRACTOR'S REPAIR OR REPLACEMENT, OWNER/CUSTOMER SHALL AT ITS SOLE COST REMOVE AND/OR EXCAVATE ALL MATERIALS, SOILS, EQUIPMENT, PAVERS AND ANY OTHER OVERBURDEN FROM THE AFFECTED AREAS OF THE MEMBRANE.

NOTIFICATION

Owner shall provide immediate written notification to the Company at 330 N Saddle Circle, Wichita, KS 67235 within fifteen (15) days of discovery of a defect or claim covered under this Limited Warranty. Failure to comply with this notice requirement shall constitute a material breach of the warranty.

In the event repairs are required which are not covered by this Limited Warranty, the Company will advise Owner of such repairs to be made at Owner's expense. If the required repairs are promptly made by Owner, this warranty shall remain in effect for the unexpired portion of its original term. If Owner does not make required repairs promptly (within 30 days), this warranty shall automatically terminate without further notice by the Company.

EXCLUDED PRODUCTS

Except for the Products listed in the "Limited Warranty" section above, Contractor makes no express warranty, and disclaims all implied warranties, for any other product or service provided by Contractor to Customer.

ADDITIONAL NOTES

Customer agrees to accept this warranty as part of its purchase of the Contractor's products and services. This warranty shall be governed by the laws of the State of Kansas, excluding principles of conflicts of law. The parties agree that all actions arising under this warranty shall be brought in the District Court of Sedgwick County, Kansas.

Contractor (IWP, LLC)

Customer Signature _____

By: Tori Wedel

Title: Office Manager

By signing any forms or agreements provided to you by IWP, LLC, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: _____ Date: _____ Time: _____

To: Michael Frazier

610 N. Main St

Benton, KS 67017

316-680-2452

M Frazier@southwind.net

Talley@southrealty.com

