



This evaluation was prepared for:

Bonnie Miller- COMM
108 West Main Street
Whitewater, Wisconsin 53190
bmiller@whitewater-wi.gov

Evaluated on:

Thursday, September 05, 2024

Evaluated by:

Zachary

zwarren@acculevel.com

Acculevel - Indiana

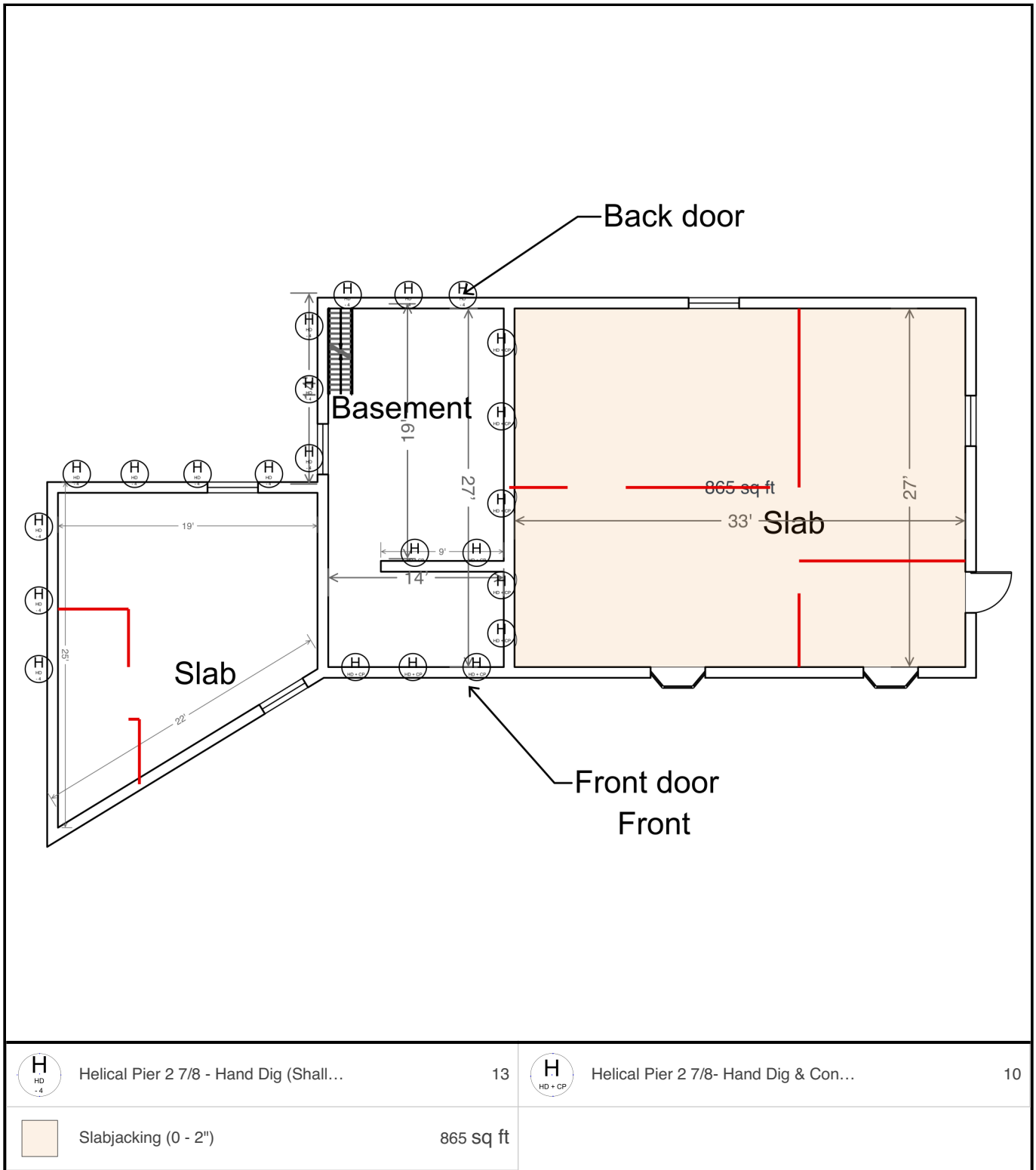
8233 West St Rd 26

Rossville, IN 46065

Office: 866-955-3723

www.acculevel.com

Detail Plan



	Helical Pier 2 7/8 - Hand Dig (Shall...	13		Helical Pier 2 7/8- Hand Dig & Con...	10
	Slabjacking (0 - 2'')	865 sq ft			

Acculevel - Indiana

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866-955-3723

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Rossville, IN 46065



Date 09-05-2024 **Job Number** Q-67116

Site Address 108 West Main Street, Whitewater, Wisconsin 53190

Client Details

Bonnie Miller- COMM

bmiller@whitewater-wi.gov

108 West Main Street

Whitewater, Wisconsin 53190

Project Advisor

Zachary

zwarren@acculevel.com

Product List

Description	Quantity	Amount
Helical Pier 2 7/8 - Hand Dig (Shallow Footing 4 feet or less)		\$29,276
Base Price:	13	
Add Angle Iron:	13	
Helical Pier 2 7/8- Hand Dig & Concrete Patching (Shallow Footing 4 feet or less)		\$23,210
Base Price:	10	
Engineering Fee		\$1,200
When engineer is needed any fees for drawing, letter, or stamp will be transferred to the customer (based on permit requirements). Invoice available for customer viewing.		
Base Price:	1	
	Subtotal	\$53,686
	Total	\$53,686

Payment

Deposit \$26,843.00

Balance \$26,843.00

Additional Information

Payment Method

Check

Warranties

LIFE OF THE STRUCTURE ANCHOR TRANSFERABLE WARRANTY

Products Not Included (Recommendation Only)

This page is for informational purposes only and in no way is it stating the below recommendations are required or needed.

Description	Quantity	Amount
Slabjacking (0 - 2")		\$10,899.00
Base Price:	865 sq ft	
	Subtotal	\$10,899.00

CUSTOMER CHECKLIST

JOB SITE PREPARATIONS

Where Applicable

- Remove personal belongings at least 4' away from the wall and cover them, as well as any electronics, furniture, or other items
- Temporarily turn off Air Conditioner, Furnace, shut off all fans and cover vents while work is in progress
- Please note that when excavation is required Acculevel will leave soil in rough grade, a landscaper may be required.
- With our piers, jacks/beams, and slabjacking we can attempt lift but can not guarantee
- Cosmetic damage in the home, drywall, doors, etc. can happen when attempting lift or stabilizing that Acculevel is not responsible for repairing
- Pier depth charge for any pier that goes past 21'
- Final payment due upon completion



Acceptance: I have read and fully understand all of the terms and conditions of this contract below and all other pages and sides. Acculevel is authorized to do the work as set forth in this contract and subject to its terms. Customer agrees to pay 1-1/3% in monthly interest (16% per annum) on any unpaid amounts and all costs of collection including attorney fees and costs.

You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, or as otherwise provided by statute depending on your state. See the attached Notice of Cancellation form for an explanation of this right or otherwise provided by the Project Manager.

This proposal is an offer for offers and becomes a contract when signed by Customer and accepted by Acculevel or the Project Manager and Acculevel may elect to reject and rebid the job at anytime prior to its acceptance. The contract is our only agreement and any other discussion, promises, representations, or understandings are replaced by the contract. Anything not in writing in the contract is not binding on either party. The contract can only be changed if the change is put in writing and signed by Customer and Acculevel. The contract is made under and subject to Indiana law. Any claim by Customer arising out of this contract, the work performed, or the relationship of the parties shall be submitted to arbitration before the American Arbitration Association. If Acculevel is found liable under any legal theory, Acculevel's maximum liability, whether based on contract, tort, or otherwise, is the greater of the amount the Customer paid to Acculevel, or \$500.00. As a condition precedent to any right to file any claim against Acculevel, Customer must first provide 30 days' written notice of any claim, by certified mail. Further, Acculevel shall have the right, but not the obligation, to submit the matter to non binding mediation in Tippecanoe County, Indiana, within 30 days of Acculevel's receipt of Customer's notice of claim. Notwithstanding the foregoing, Acculevel may pursue any collection matter for non-payment, foreclosure or enforcement of lien, or rights to indemnification by Customer in state court in Tippecanoe County, Indiana, or other venue as may be required by law. If Acculevel prevails in any claim, Acculevel will be entitled to recover court and arbitration costs, attorneys' fees, and other legal expenses from the Customer. Without waiving the foregoing limitations of remedies, **CUSTOMER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY.**

TERMS AND CONDITIONS

Please read this entire document carefully. It will help you prepare for the work to be performed, and it will also explain certain limitations on the scope of work and the responsibility of Acculevel

A. Preparation of the Residence:

1. Remove Personal Items. Customer is responsible for the removal and replacement of all personal items in areas where work is being performed. Customer should move personal items at least four feet from the wall where work will be performed. If the work includes encapsulation systems, all items must be removed from the crawlspace. Acculevel is not responsible for damage to any of Customer's personal property.
2. Prepare Work Area. If Acculevel deems it necessary, customer must make the work area bare and free of obstructions. Such work includes the removal of interior coverings on walls and floors to give full access to the work area.
3. Non-Preparation. If the work area(s) are not properly prepared on the day of work is to be performed, Acculevel may assist the homeowner with the preparation of the areas(s) and may charge a fee.
4. Prepare for Dust. Acculevel's work performed in or around your house often times creates dust. We always do our best to prevent and /or keep dust to a minimum. However, we cannot always prevent dust from circulating. Because of this, you need to take the following actions: Remove electronics and sensitive items from the basement or crawlspace; completely shut down your furnace and or air conditioner while the work is being performed; close off or cover all vents and the intake filter on your furnace; Remove or cover all items that you want to protect from dust.

B. Preparation for Excavation and After Excavation:

1. Underground Utilities. Acculevel must call and have all underground utilities marked prior to Acculevel

conducting any work which involves excavation on the exterior of the home. Customer must call 3-5 days prior to Acculevel starting work. Indiana Underground or Kentucky811 may not provide exact locations for all utility lines. If customer wants to limit the possibility of error in the location of utilities, Customer should retain a locating service company to make all lines. Acculevel is not responsible for any damage done to buried and/ or concealed electrical, cable, gas, telephone, sewer, water, plumbing, TV, or radiant heat lines.

2. Mines and Other Abnormal Underground Conditions. Prior to Acculevel starting work, customer must identify and disclose to Acculevel any underground mines or other abnormal underground conditions.

3. Landscaping. If piers are being installed, walls straightened, or foundation replaced, excavation will likely disrupt or destroy customer's landscaping, bushes, flowers etc. Acculevel will not intentionally disrupt the landscaping more than reasonably necessary; however, Customer should remove any landscaping that Customer does not want damaged because Acculevel is not responsible for any damages that result from excavation.

4. After Excavation. Acculevel will back fill the excavated area to a rough grade only. Excavated dirt may need to settle up to one year before final grading can be completed. Acculevel will not complete final grading and all costs associated with final grading are Customer's responsibility.

C. Work:

1. Original Quote. This contract is based upon the above ground inspections by Acculevel's representatives and descriptions of the symptoms of failures provided by the Customer. The price quote assumes normal standards of construction as determined by standard building codes and practices.

2. Scope of Work. Acculevel's services are intended to stabilize, and in some cases, lift falling structures, deteriorating foundations, or concrete slabs. Acculevel does not guarantee or warrant that cracks or other cosmetic defects in the foundations, walls or concrete slabs or other portions of the structure will be fixed through the stabilization process. Customers may repair cosmetic defects at Customer's own cost after Acculevel's work is completed.

3. Repair Techniques. Acculevel reserves the right to deviate from the repair techniques stated in this contract as required to complete the work properly without the consent of the Customer, provided that there is no additional charge to the Customer.

4. Unanticipated conditions. If, after commencing work, unanticipated conditions are discovered, Acculevel has the right to charge the client additional, reasonable compensation for all labor and material costs incurred or as agreed to per a signed Change Order provided to Customer. Customer or Acculevel may terminate the contract in the event of unanticipated conditions disclosed by Acculevel by providing written notice to the other party; provided, however, in the event of termination, Customer will be responsible for paying for all labor performed and materials installed to the date that Acculevel receives the notice of termination.

5. Final Walk Through. Customer must be present at the time that the project is completed to perform a final walk-through inspection and final payment is due at that time.

6. Delays. Acculevel may not be able to comply with the start and completion dates in this contract because of weather, materials or equipment shortages, unexpected rock or moisture near foundations, poor building practices, damage from previous repairs, illness, or acts of God. These problems could occur as a result of this contract, other Acculevel contracts, or Acculevel's suppliers' operations.

D. Specific Services:

1. Lifting, Straightening and Moving the Structure. When attempting to lift, straighten, or move a portion of the structure, damage to the structure is an inherent risk, and Customer hereby releases Acculevel from any liability for damages to the structure. When Acculevel has lifted any structure which is supporting wood

framing components, Customer must wait at least six months before performing cosmetic repair, and Acculevel may delay performance of any final adjustments to the previous work until six months have elapsed since the completion of any previous work.

2. Installation Piers and Tiebacks. This contract only contemplates the installation of piers or tiebacks to a depth of twenty- one feet. In the event that a pier or tieback must be installed beyond twenty-one feet to reach the ultimate capacities, an additional charge of twenty dollars per linear foot per pier will apply, unless otherwise specified.

3. Concrete Slab Lifting (Slab Jacking). If the concrete slab is over 5 years old at the time Acculevel performs its work and the concrete slab settles more than 1/4" inch within 5 years after Acculevel performs its work, then Acculevel will re-pump the void under the concrete slab, one additional time at no additional cost the Customer. A re-pump consists of using the same holds originally used to pump and raise the concrete slab. Acculevel will not re-pump the concrete slab if; (I) the Customer does not seal all cracks and joints on the concrete slabs and maintain backfill along the concrete slabs involved, (II) if resetting occurs as a result of flooding, or (III) resettling as a result of any other acts of God.

4. Encapsulation. When Acculevel installs an encapsulation system, it recommends that the perimeter drainage system be installed to drain any water which might collect on the surface of the encapsulation system. If Customer chooses not to install a perimeter drainage system with an encapsulation system, then customer releases Acculevel from any responsibility, warranty, or liability resulting for water collection on the surface of the encapsulation system or any consequences of such.

5. Water Remediation. I. Pumping and Dehumidification. Acculevel will provide pumps and dehumidification systems based on normal remediation requirements. Customer is responsible for and must provide at Customer's expense, the electricity needed to operate all required pumps and dehumidification systems. II. Discharged water; Acculevel does not provide a system for the disposition of water once the water is discharged from the discharge line. Direction the water away from the discharge line is important and is Customer's responsibility. III. Additional Pumping Requirements after Completion. If additional pumping capacity is found to be needed after Acculevel has completed the project Customer is responsible for all material and labor costs for the installation of additional products. Iv. Customer improvement after installation. After Acculevel performs water remediation services or is installed as a water drainage system in a basement, Customer agrees to wait to finish to improve the basement for at least six (6) months after Acculevel completes its services. This waiting period is necessary to evaluate whether the water remediation issue has been fixed or needs additional services.

E. Warranty:

1. Limited Warranty. Subject to section (F). Acculevel warrants the work it performs in accordance with this section €. All warranties are limited to the products provided and the areas specifically addressed and are activated only upon receipt of payment in full under this contract. Acculevel does not warrant or guarantee areas of the structure that are not specifically addressed. Acculevel does not warrant or guarantee the effectiveness of any products or systems if Acculevel's recommendations were not followed and installed.

2. Warranty Certificates. Acculevel will provide to the Customer copies of all warranty certificates that apply for any products or systems installed by Acculevel. The warranty certificates state all of Customer's rights related to such products and are incorporated into this contract by reference. Copies of the warranty certificates are available upon request. Acculevel makes no warranties, express or implied, that are not stated in the certificates provided to Customer, and Acculevel specifically disclaims the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.

3. Incomplete or Modified Products or Systems. All warranties are null and void of the product or system, or any part of the product or system, is (a) partially installed or not complete, (b) not installed by Acculevel, or (c) modified by any other party than Acculevel without Acculevel's express written approval.

4. Removal, Covering, or Defacing Benchmarks. All warranties are null and void if Customer removes, covers, or defaces benchmarks installed by Acculevel or a contractor without Acculevel's express written approval.

F. Disclaimers:

1. Mold, Radon, Sewer, Seepage, and Backup. Acculevel is not responsible for any mold or radon gas problems or sewer seepage or back-ups.

2. Mine Subsidence. Acculevel is not responsible for any damage related to mine subsidence or other abnormal underground conditions, and Acculevel's services will not remedy any issues related to such conditions. The existence of mine subsidence or other abnormal underground conditions will be determined in Acculevel's discretion.

3. Disclaimers. Acculevel is not responsible for any damage to walls and wall coverings (interior and exterior), floors and floor coverings, doors, windows, or other parts of the structure, landscaping or other personal property of any kind that result from the work being performed.

4. **WAIVER OF DAMAGES.** IN NO EVENT SHALL ACCULEVEL BE LIABLE, WHETHER BASED ON CONTRACT OR TORT, UNDER ANY WARRANTY OR OTHERWISE, RELATING TO OR ARISING OUT OF THE WORK OR THIS CONTRACT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PENAL OR INCIDENTAL LOSS, DAMAGE OR INJURY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE PROJECT AREA, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, AND LOSSES OR COSTS BASED ON THIRD PARTY CONTRACTS. CUSTOMER AND ACCULEVEL AGREE THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST ACCULEVEL FOR THE WORK PERFORMED UNDER THIS CONTRACT IS THE APPLICABLE WARRANTIES, IF ANY, NOTWITHSTANDING THE FOREGOING, IF ACCULEVEL IS FOUND LIABLE FOR ANY LOSS OR DAMAGE UNDER ANY LEGAL THEORY, ACCULEVEL'S MAXIMUM LIABILITY, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE IS THE AMOUNT CUSTOMER PAID TO ACCULEVEL FOR THE WORK PERFORMED UNDER THIS CONTRACT OR \$500.00 WHICHEVER IS GREATER.

G. Severability: The invalidity or unenforceability of any the provisions of this contract shall not affect the validity or enforceability of any other provision of this contract, which shall remain in full force and effect.

H. 21 Point Inspection Annual Maintenance Program: Customer has been presented with and reviewed the 21 Point Inspection Annual Maintenance Program ("Inspection Program"). Customer accepts or rejects the Inspection Program by initialing on page 1. If Customer rejects the Inspection Program, Customer agrees to check, clean, test and inspect, at their own cost, all of the items covered in the Inspection Program at least annually.

I. Indemnification: Customer shall indemnify and save harmless Acculevel from any claim, demand, loss, liability, cost or expense (including, but not limited to, reasonable attorney fees and court costs) of whatsoever nature, kind or description, arising out of or in connection with Customer's acts or omissions related to this contract, including but not limited to failure to perform or inaccurate disclosure of the requirements in section (B) of this contract.

Customer Signature

Date

Authorized Rep. Signature.

Date

NOTICE OF CANCELLATION

Date of Transaction (date when contract signed by Customer): _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the about date.

(Saturday is considered a business day; Sunday and federal holidays are not.)

If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any other written notice, or send a telegram to Acculevel, Inc. at 9495 N. Waldron Rd., Rossville, IN 46065

NOT LATER THAN MIDNIGHT THREE (3) BUSINESS DAYS AFTER THE DATE YOU SIGN THE CONTRACT.
I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Buyer's Signature: _____

Buyer's Printed Name: _____

Keep 1 Copy for Your Records

NOTICE OF CANCELLATION

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Buyer's Printed Name: _____