American Waterworks

1307 Valleyhigh Dr NW
Rochester, MN 55901
507-260-0380

Invoice

PAID
12/03/2025

Invoice #: PRJ106408
Invoice Date: 12/3/2025
Due Date: 12/3/2025

Bill To:
Evergreens Condo Association Bruce Nutta
N3545 Evergreens Trl
La Crosse, WI 54601

Description

WaterGuard
CleanSpace Wall System
Admin Fee
WaterGuard Port

Job Location:

Evergreens Condo Association Bruce Nutta
N3545 Evergreens Trl
La Crosse, WI 54601

Total	$5,321.98
Payments/Credits	-$5,321.98
Balance Due	$0.00

Thank you for choosing American-Waterworks!

AMERICAN WATERWORKS

Prepared by:

AMERICAN WATERWORKS
Basement Systems
www.american-waterworks.com
TF (800) 795-1204
O (507) 285-1672
F (507) 517-3809
License# MN BC387395 IA C111831 WI 947642 ND 000042491

Prepared on:
10-2-25

Prepared for:

PR224433

Job location:
N3545 Evergreens Trl
La Crosse, WI 54601

Project Summary

My Basement	$5,321.98
Total Investment	$5,321.98
Total Contract Price	**$5,321.98**
Deposit Required - 10%	$532.20
Deposit Paid	$0.00
Amount Due Upon Installation	**$5,321.98**

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 is also based on current labor rates and does not account for any prevailing wage requirements. In the event that prevailing wage laws are determined to apply to this project, the total price is subject to change accordingly. This Proposal may be withdrawn if not accepted by the Customer within 30 days.

Authorized Signature _____ **Date** _____

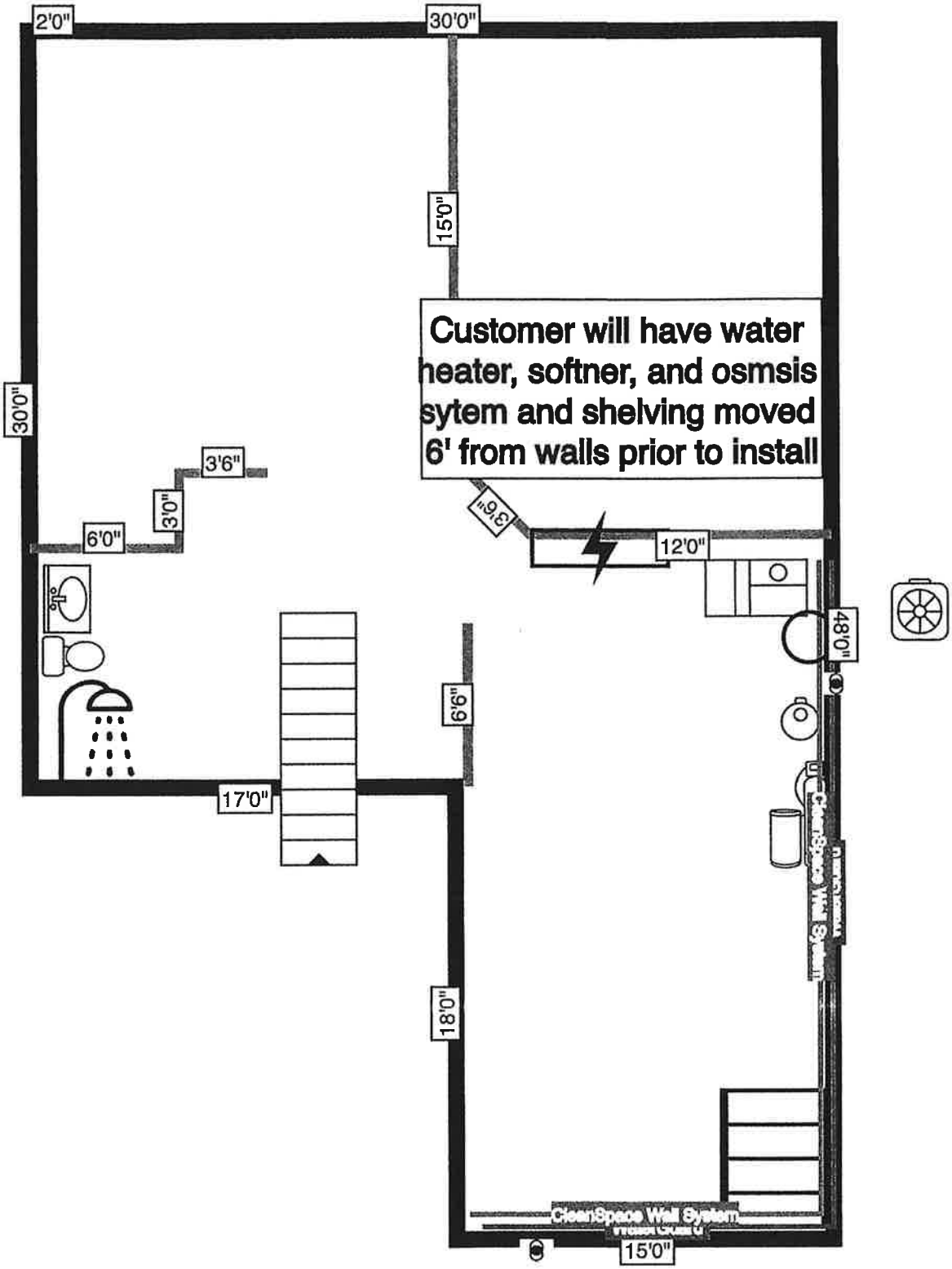
Acceptance of Contract: I/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty (together, the "Contract"). You are authorized to perform the work as specified in the Contract. I/we will make the payment set forth in this Contract 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/we will pay a fee of $50 in the event of a returned check. I/we understand that if the project is not paid in full upon completion and/or rescheduled within 21 days of the installation date, a fee of 5% of the total project price will be applied to the final invoice.

Customer Signature _____ **Date** _____

All Deposits Are Non-Refundable **Initial** _____

Pay Foreman Upon Completion (3% Surcharge Fee w/ Credit Card Transactions - not applied to Debit Cards) **Initial** _____

Job Details



Type of Wall ..... Poured Concrete
Existing Wall Finish ..... studs & Insulation
Existing Floor Finish ..... Carpet

Job Details (Continued)

Specifications

WaterGuard - Full perimeter with a lateral feed line and vapor barrier is always recommended. If framing above WaterGuard, secure the base of the frame with an adhesive versus nails so to avoid puncturing the WaterGuard system causing a potential leak.

WaterGuard Ports - Homeowner may need to create an access point to service WaterGuard ports. If framing above WaterGuard, need to allow space around the port by framing around it allowing enough clearance to be able to open the port. If covering, an access to the inspection port will be required to will allow Service Technicians the ability to inspect the WaterGuard system and clear out system in the unlikely event of clogging.

CleanSpace Wall System - Homeowner must have electrical, utilities and/or any obstacles pulled away from wall. If not done, appearance and effectiveness may be compromised and may result in the delay of install.

Contractor Will

1.) Have public utilities marked in the outside work area.

2.) Remove finished walls as necessary. Not responsible for replacement.

3.) Offer a free Radon Charcoal test with design during the initial appointment.

4.) Review contract drawing page and notes with the customer.

Customer Will

1.) Move items at least 7-10 feet away from the work area. American Waterworks is not liable for damages of items left in the work area, delay in the project may result.

2.) Remove flooring at least 2 ft from the wall and/or working area, (Carpet 4ft). If not removed, contractor is not responsible for damages.

3.) Repair any sprinkler lines that may be damaged during the installation.

4.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.

5.) Provide a dumpster (full wall demo) __30' to 60' = 10 Yards __>60' = 20 Yards

6.) Make sure smoke/CO detectors are up to code (additional cost to the homeowner may occur if not done).

7.) If applicable, move water heater, water softener, HVAC, toilet etc. 2ft from foundation walls. If not moved, we will go around, not responsible for damages.

8.) Customer will provide electrical installation for either the sump pump system (recommend dedicated outlet for each AC pump @ 20 amp each) and/or the AprilAire Radon Mitigation system as necessary (external with a direct line and switch; or internal with an outlet and light source above

9.) If applicable, to provide a safe working environment, any fecal matter and urine present will need to be removed prior to the install date to avoid ammonia gases from being breathed in by the American Waterworks employees.

10.) The customer agrees that if work area is not cleared, delays or rescheduling of the project may result.

11.) The customer will be available during the project.

12.) Customer understands due to the nature of the project, there may be further cleaning needed by the customer once the project is completed. For instance, while the Production Team will do their best to mitigate the concrete dust, it may still be present once the work is complete and require additional cleaning to be done by the customer.

13.) If the customer will list is not complete before the project start date, the customer's discount may be void and additional charges may apply.

14.) By signing, customer has reviewed the drawing, understands the drawing notes and understands the expectations of the "Customer Will" section.

Customer Signature: _____ Date: _____

Additional Notes

Customer will have water
heater, softner, and osmsis
sytem and shelving moved

Job Details (Continued)

6' from walls prior to install

Product List

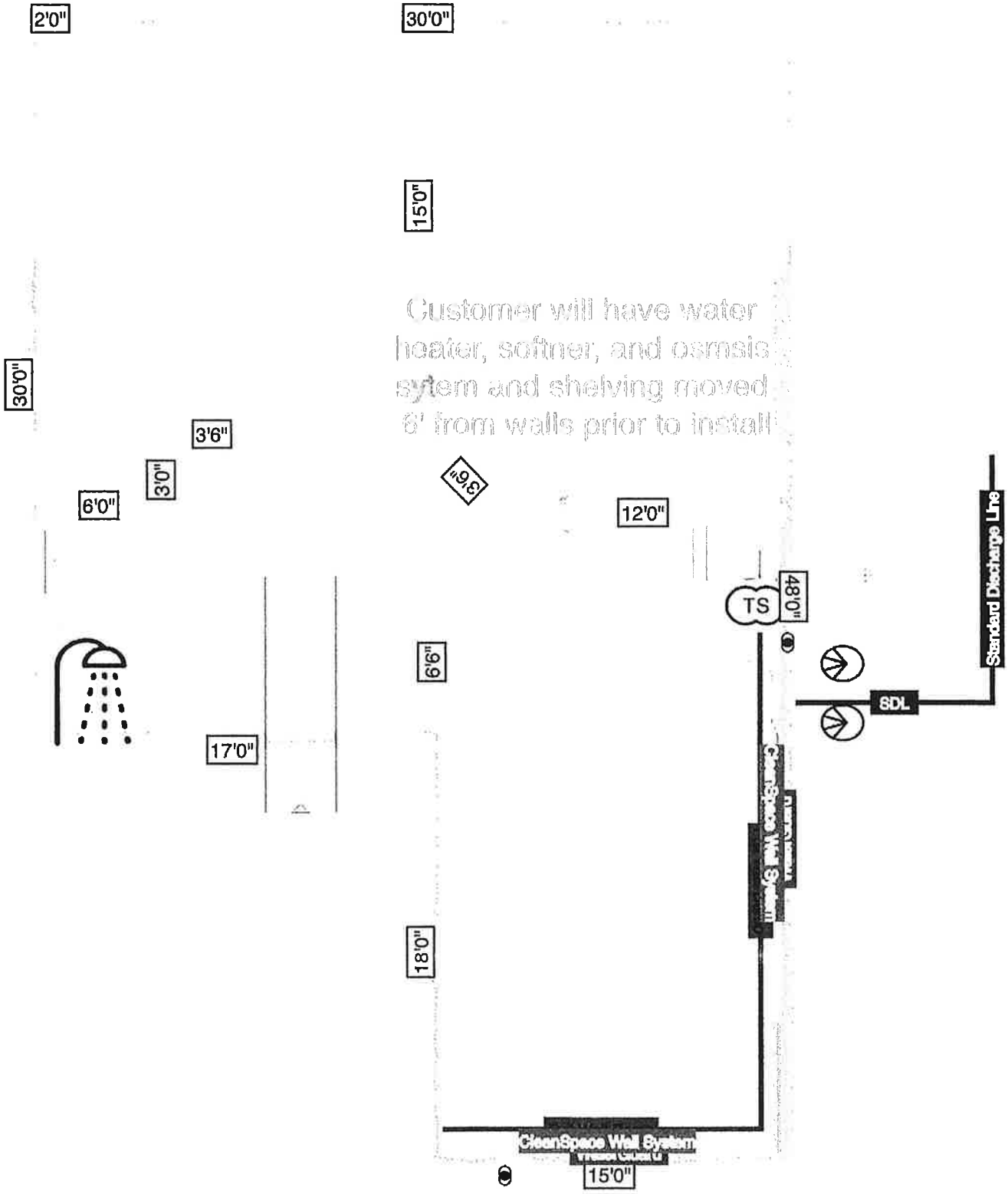
My Basement

Admin Fees	1
WaterGuard	38 ft
WaterGuard Port	2
CleanSpace Wall System	38 ft

Recommendations to Your Project

My Basement	1 1st Annual Maintenance	$5,026.20
	0 SuperSump Plus	
	2 IceGuard	
	1 Discharge Line - Standard	
	1 Plumber Fee	
	1 TripleSafe	
My Basement - Protect	38 ft Full Wall Demo	$1,007.76

Recommendations to Your Project



Limited Warranty

This Limited Warranty is from American Waterworks. ("Contractor") to each purchaser ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). This Limited Warranty is made by Contractor in lieu of and excludes all other warranties, express or implied, relating to the Products and to any services or other products provided by Contractor in connection therewith, including any IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. 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 transferable at no charge 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. 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 1307 Valleyhigh Dr NW Rochester, MN 55901.

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:

Basement Systems

Drainage Systems. For areas where Contractor has installed a WaterGuardTM, and/or DryTrakTM, system (each a "Drainage System"), Contractor warrants that, for the lifetime of the structure from the original date of installation of the Drainage System, the Drainage System will be free from Defects or Contractor will repair the Drainage System at no additional cost to Customer. For the purposes of this Drainage System Limited Warranty, "Defect"* means water from the floor wall joint or from floor cracks passes through the WaterGuardTM System onto the basement floor.

WaterGuardTM. For areas where Contractor has installed WaterGuardTM, Contractor warrants that, for the lifetime of the structure from the original date of installation of WaterGuardTM, WaterGuardTM will be free from Defects or Contractor will repair WaterGuardTM at no additional cost to Customer. For purposes of this WaterGuardTM Limited Warranty, "Defect"* water from the floor wall joint or from floor cracks passes through the WaterGuardTM System onto the basement floor.

CleanSpaceTM. Contractor warrants that the CleanSpaceTM liner will be free from Defects for the lifetime of the structure from the original date of installation or Contactor will repair or replace the CleanSpaceTM liner. For the purposes of this CleanSpaceTM Limited Warranty, "Defect"* shall mean (a) any hole or tear in the CleanSpaceTM liner or (b) when CleanSpaceTM is installed with a Drainage System warranted by Contractor under this Limited Warranty, the presence of ground water on the top of the CleanSpaceTM liner.

*The presence of any of the following conditions shall not be considered "Defects" in any Drainage System, WaterGuardTM, or CleanSpaceTM liner: window well flooding; condensation; water vapor transmission; concrete discoloration; water leaking out of the wall over the Drainage System without a wall system; efflorescence (white powder) on concrete; shrinkage cracks in new concrete; peeling paint; water accumulation in the yard once pumped from the structure; or leaks caused by chimneys, plumbing, or frozen discharge lines.

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 iron bacteria, tree roots, or similar causes; (3) failure to maintain positive drainage away from windows; (4) failure to direct downspouts sufficiently away from the Property foundation; (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) exterior Waterproofing (7) Items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and "Additional Notes".

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) If gutters are installed failure to keep gutters and downspouts in good working order and sufficiently directed away from the foundation/window/concrete slab; (3) failure to maintain proper expansion joints in concrete slabs adjacent to repaired wall(s); (4) 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 (5) exterior waterproofing (6) any items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and "Additional Notes".

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 keep gutters and downspouts in good working order and sufficiently directed away from the foundation/concrete slab; (3) 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 (5) any items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and "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 and Customer holds Contractor harmless from: (a) water damage to the Property or personal property; (b) damage to real or personal property such as walls, wall coverings, sheetrock, finished /unfinished flooring, door and/or window framing, concrete, exterior veneers, cabinets, any other rigid materials, or including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job, or alleged to have been done during a foundation lifting operation; (c) costs for any finish carpentry, painting, paneling, landscaping, or other work necessary to restore the Property after Contractor's work is completed; (d) utility damage that occurs as a result of Contractor's installation is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons; (e) damages arising from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils; and (f) 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.

Limited Warranty (Continued)

Items For Which Customer Is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining 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."

Pre-lien Notice

Contract work and change orders are subject to lien in the event of non-payment. The property owner has been notified that contractors, subcontractors, and material suppliers to provide labor, skill, or materials for the improvement of real property have the right to file a claim for lien against the property in the event of non-payment.

CHAPTER 514 MINNESOTA STATUTES "(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

CHAPTER 779 WISCONSIN STATUTES "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID".

CHAPTER 572 OF THE IOWA CODE MAY PERMIT THE ENFORCEMENT OF A LIEN AGAINST THIS PROPERTY TO SECURE PAYMENT FOR LABOR AND MATERIALS SUPPLIED. "PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED PROPERTY IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. THE MECHANICS' NOTICE AND LIEN REGISTRY PROVIDES A LISTING OF ALL PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS WHO HAVE POSTED A LIEN OR WHO MAY POST A LIEN UPON THE IMPROVED PROPERTY." MNLR INTERNET WEB SITE ADDRESS (SOS.IOWA.GOV/MNLR) AND MNLR TOLL-FREE TELEPHONE NUMBER (1-888-767-8683).

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:

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:

AMERICAN WATERWORKS
TF (800) 795-1204
O (507) 285-1672
F (507) 517-3809
www.american-waterworks.com
1307 Valleyhigh Dr NW
Rochester, MN 55901
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**