**No.**
01708

# Wisconsin Foundation Specialists

11716 Bridge St.
Cedarburg, Wisconsin 53012
262.327.4011

## Contact information

| | | |
|---|---|---|
| **Date:** 10/28/2026 | **State:** Wisconsin | **Contact Person** |
| **First Name** Omar | **Zip:** 53221 | **Phone Number:** |
| **Last Name:** Salih | **Phone Number:** 414.334.4129 | **Lock Box:** |
| **Address:** 1500 W Clayton Crest ave | **Email Address:** Ramez.cdl@yahoo.com | |
| **City:** Milwaukee | | |

## Terms & Conditions

**1. This Contract is made between Customer and Wisconsin Foundation Specialists, Inc, ("Contractor") on**
10/28/2026

**2. The Customer and Contractor together are Parties to this Contract.**
**Check One.**
Contractor

**Check One**
Is not

responsible for pulling permits. The Customer agrees that minor variations from the Plans and Specifications may be necessary to properly install the Contractor's work at the project site and will be construed as substantial compliance with this Contract, the Plans and the Specifications.

3. CONTRACT PRICE:

a. Customer agrees to pay Contractor the total price that is stated on this contract subject to modification for Changes (as define d in Section 5), for the labor and

material furnished pursuant to this Contract as stated in the summary details section of this contract. The final payment shall be due at Substantial Completion of the Work (as defined in Section 8b).

4. PAYMENT:

a. Customer will make or authorize payment to Contractor within 5 days after the date of invoice for each progress payment request. Customer is responsible for payment in full for all Work, including Change Orders. Time is of the essence as to all terms of payment. If Contractor does not receive timely payment, Contractor may, at his sole discretion, cease work. Contractor shall not be liable to Customer for any costs or price increases occasioned by Contractor's cessation of work arising as a result of Customer's failure to make timely payments as described above. b. Interest. In addition to all remedies available to Contractor under law, Contractor may assess interest of 1.5% per month on all amounts more than 10 days past due, plus all costs of collection including reasonable attorney's fees. c. Lien waivers. Contractor will furnish lien waivers to Customer upon request in exchange for payments made to Contractor for the proportionate value of all labor and materials for which payment has been made.

5. CHANGE ORDERS:

a. No modifications, changes, alterations, deviations, additions, or extras, including adjustments required due to change in codes, laws or regulations enacted after the execution of this Contract ("Changes") to the Work will be made without a written Change Order signed by the Customer and Contractor, specifying the additional labor and materials to be furnished by the Contractor, the amount to be paid by Customer, and the change, if any, in time of performance. Changes agreed to by email or fax will be binding as long as the Change is clearly identified and agreed to by the parties to this Contract, including the cost of the Change. Change Orders shall be automatically incorporated into this contract upon execution. Customer understands that Change Orders may impact the timing of work to be performed. Changes that do not have a price assigned in advance will be charged at Contractor's hourly rate plus 15% markup on all materials purchased.

6. INSURANCE:

a. Contractor will maintain commercial general liability insurance of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, property damage or other loss to persons or property to the extent negligently caused by Contractor or its subcontractors or suppliers in performance of the Work. Contractor will maintain in effect Worker's Compensation as required by law, and Auto Liability coverage. Contractor will pay for these coverages, including any deductibles under them, and will provide Customer with a certificate of insurance evidencing these coverages. Contractor will not be liable for injury, damage or loss in excess of this coverage, or for any condition or occurrence that is not within the control of the Contractor.
b. Customer will obtain and maintain all special form builder's risk insurance for the Project Site and the Work covering losses, including, but not limited to, fire (extended coverage) and other physical losses and damages such as physical loss to the structure and building materials on the Project Site, collapse, where applicable flood, weather damage, theft, vandalism, malicious mischief, and sewer backups. Customer will pay for the cost of the insurance and any deductibles. Customer assumes all risk of loss if Customer fails to acquire or maintain such insurance coverage. Customer will provide Contractor with satisfactory proof of insurance upon request. Customer will name Contractor as

7. LIEN NOTICE:

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

8. TIME AND DELAYS:

a. COMMENCEMENT
i. Contractor will commence Work within 30 days after this contract is signed by all parties.
ii. Contractor estimates that work will be completed within 30 days of commencement.
b. SUBSTANTIAL COMPLETION
i. Contractor's work will be deemed to have reached "Substantial Completion" on the earlier of

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1. The date when the Work is sufficiently complete in accordance with this Contract and related documents so that the Customer can occupy or utilize the Project Site for its intended purpose, or
2. The date the occupancy permit or other approval, if any, is issued by the appropriate government authority. The timeframe for Substantial Completion may be depended on Customer making selection of materials and products in a timely manner. Failure to make timely selections may result in delays and require an extension of the deadline for achieving Substantial Completion.

c. CONSTRUCTION DELAYS

i. Force Majeure. Construction time will be extended for reasons including without limitation, changes that cause delay and delays requested or caused by the Customer, acts or omissions of government or military authority, acts of God, material shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes beyond the reasonable control of the Contractor, so long as Contractor uses its best efforts to remedy such failure or delays ("Construction Delay"). In the event of a Construction Delay, the date of performance of the Work will be extended by the time necessitated by the delay. A Notice of Delay will be provided to the Customer from the Contractor for any such delay. A Construction Delay may result in increased costs. By signing a Change Order relating to any such delay, the Customer agrees to the changes in the time for performance or cost of the Project set forth therein.

d. COST INCREASES

i. If the Contractor experiences an increase in costs as a result of a Construction Delay, the increased costs will be paid by the Customer. Contractor will notify Customer of such increase at the time the increase occurs and will furnish the Customer with documentation to verify any increased costs upon request. Cost increases will be agreed upon by the parties in writing.

9. SUPERVISION OF WORK:

a. Customer agrees that the Contractor is responsible for directing and supervising all workers, including subcontractors. Customer will not interfere with, nor give directions to any workers. Customer agrees not to negotiate for additional services with the subcontractors. Customer agrees to maintain access for Contractor at the Project Site, to keep the site free and clear of obstructions and conflicting work, and to obtain permission for Contractor to gain access through adjacent property, if required.

10. TERMINATION:

a. Should the Work be stopped by any court or public authority, by the Customer's instructions, or by Customer's failure to fulfill obligations under this Contract, the Contractor will then have the right to stop work ("Work Stoppage"). The parties will make a good faith effort to resolve any and all causes of a Work Stoppage. Contractor is entitled to immediate payment for all Work completed as of the date Work is stopped. Customer's unreasonable failure to sign Change Orders, or Customer's refusal to make Progress Payments, or any other cause beyond Contractor's sole control, will also be cause for a Work Stoppage by Contractor.
b. Should a Work Stoppage remain unresolved for more than twenty (20) days, the Contractor will have the right to terminate this Contract. If Contractor elects to terminate, the Contractor must notify the Customer in writing. E-mail, certified, first class mail, or fax, will all be acceptable means of notification by Contractor. If the Contractor terminates the Contract, no additional work is required to be performed. If Contractor has reached substantial completion, Customer agrees to pay Contractor in full upon demand. Interest will begin to accrue after 15 days of Contractor's invoice for services regardless of whether it is a result of termination or simply the conclusion of work.

11. PLANS & SPECIFICATIONS:

a. Contractor is responsible for, and will have sole control of the construction methods, sequences, and coordination of all Work. Any items not listed are not included in the Contract Price and will be the obligation of the Customer. In the event that a conflict exists between Plans and Specifications, the Specifications will control. Due to the nature of remodeling work, variations from the Plans and Specifications may be necessary due to concealed existing conditions.

12. WARRANTY:

a. As the exclusive warranty Contractor's under this contract, and condition upon contractors' receipt of final payment, Contractor's work will be warranted under the following provisions:
I. The Work completed under this Contract will be warranted by Contractor to be free from defects in workmanship for a period of ___ (*see warranty listed below under the Description Of Warranty) from the date of installation of equipment and from the date of Substantial Completion for all Work and materials. This warranty is transferable in the event the property is sold for the time listed below under the Description Of Warranty. Contractor excludes from the warranty coverage and accepts no responsibility for: (i) defects in equipment covered by manufacturer's warranties; (ii) damage from ordinary wear and tear; (iii) items not installed by Contractor or its subcontractors or provided by their material suppliers; (iv) damages from weather conditions or flooding. Contractor will have no obligation to

perform warranty work unless and until Final Payment in full is received by Contractor pursuant to the terms of this Contract. There are no other warranties, express or implied. Contractor is not liable for incidental or consequential damages of any sort. Customer's sole remedy is limited as set forth in this warranty. Contractor does not warrant work performed by other contractors, or in any way modified by any other person. Damage caused by Customer or Customer's agents will void Contractor's warranty.

13. NOTICE OF DEFECTS AND RIGHT TO CURE:

a. Contractor and Customer agree to comply with Wisconsin Statutes Section 895.07 with regard to requirements of Notice and the Right to Cure before commencing any formal proceeding to resolve the dispute.
b. In case of an alleged defect arising out of or relating to this Contract, including, but not limited to, breach of warranty, incomplete Work, or any other condition of the Project Site, Customer will notify Contractor through written notice of any such defect, regardless of the cause or source, promptly upon Customer's discovery of the Defect. Customer will thereafter provide Contractor with reasonable access during normal working hours to the Project Site for the purpose of investigating, testing and examining the Defect. If the Defect is covered by the Contractor's warranty, then Contractor will be given reasonable access to the Project Site and a reasonable amount of time to, at Contractor's sole option, replace or repair the Defect. The replacement or repair of the Defect will be the Contractor's sole and exclusive remedy for a Defect.

14. DISPUTE RESOLUTION:

a. Mediation. Customer agrees to send all disputes to mediation before taking any action in any court. Customer and Contractor will be responsible for ½ of the cost of mediating any dispute. All mediations will be confidential. A mediated settlement will be binding on the parties, and may be enforced by the circuit court.
b. If the parties are unable to resolve all disputes in mediation, either party may, upon ten ( 10) days written notice to the other party, commence judicial proceedings in a court of competent jurisdiction, as described in the Governing Law section of this Contract. The parties shall each bear their own attorney's fees and the costs of bringing any action.

15. SIGNAGE & CONTRACTOR PROMOTIONS:

a. Contractor may install and display at no expense a sign listing Contractor's name, company, contact info, and other identifying information throughout the duration of the Project.

16. SIGNATURES:

a. Toe signature of either Customer (if more than one) subsequent to the signing of this Contract will be sufficient for all purposes under the Contract, including Change Orders, if any.

17. ENTIRE AGREEMENT:

a. This Agreement contains the entire agreement between the Parties and may not be altered, modified, terminated, or discharged except by a writing signed by the Party against whom enforcement of such alteration, modification, termination, or discharge is sought.

18. GOVERNING LAW:

a. This Agreement will be governed by the laws of the State of Wisconsin. Any lawsuit filed pursuant to the terms of this Agreement shall be maintained in the state and federal courts located in Wisconsin. The Parties hereby expressly consent to the personal jurisdiction of the state and federal courts located in Wisconsin for any lawsuit filed there by either Party against the other Party arising from or relating to this Agreement.

19. SEVERABILITY:

a. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

20. BINDING EFFECT:

21. COUNTERPARTS:

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a. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single agreement. Facsimile copies of the signatures of the Parties shall be deemed original signatures until fully executed confirmation copies are exchanged.

22. NOTICE:

a. All notices shall be sent to Contractor at: Wisconsin Foundation Specialists, Inc. 11716 Bridge St. Cedarburg, Wisconsin 53012 Jon@wifoundations.com Wisconsin Foundation Specialists, Inc., unless Customer advises Contractor of a different address in writing.

23. ACCEPTANCE:

a. NOTICE OF RIGHT OF CANCELLATION: THIS CONTRACT MAY BE CANCELLED UNILATERALLY BY THE CUSTOMER BY NOTIFYING THE CONTRACTOR IN WRITING WITHIN THREE (3) BUSINESS DAYS AFTER SIGNING THIS CONTRACT. IN THE EVENT OF CANCELLATION OF THIS CONTRACT BY THE CUSTOMER THEREAFTER, CONTRACTOR WILL RECEIVE IMMEDIATE REIMBURSEMENT FROM THE CUSTOMER FOR ALL WORK PERFORMED TO THAT DATE.

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**No.** 01708

## JOB DESCRIPTION

| Type of job | Description |
|---|---|
| BEAMS 5" X 2" | BEAMS ARE 5" X 2" X 3/16" & PLACED APPROXIMATELY 32" O.C. TO 48" O.C. UNLESS THERE ARE OBSTRUCTIONS IN THE WAY. TOP CONNECTIONS ARE 2- 1" X 5-1/2" THROUGH BOLTS. BOTTOM CONNECTIONS ARE 5/8" X 4" OR 7" DEPENDING ON FLOOR THICKNESS. BEAMS ARE GROUTED TO FILL ANY VOID BETWEEN THE BEAM & THE WALL, AS NEEDED. |

## LOCATION OF PHOTO

| Location of Picture | Photo | Notes for Picture |
|---|---|---|
| West Wall |  | 3/4" out of Plumb |

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## JOB SUMMARY

Today, I made a site visit to the above stated address regarding displacement in a foundation wall. Upon upon arrival I found the West Wall to have deflection of 3/4 of an inch out of Plum. At this time Wisconsin Foundation Specialist recommends installing structural steel columns as needed along the west wall only.

**CLIENT**
**INITIALS**

## JOB TOTALS

**TOTAL**
$6,850.00
**DEPOSIT AMOUNT**
$500.00
**BALANCE DUE UPON COMPLETION**
$6,350.00

**TERMS OF PAYMENT**
A deposit may be required to secure this agreement and initiate work. This deposit is due within 3 days of the signed contract. The deposit varies per job. Full payment is due upon completion of the job. Forms of payment include cash, check or credit card. *Please note that a 3.5% fee will be added to your bill if you choose to pay with a credit card.

**PAYMENT METHOD THAT WILL BE USED**

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## WARRANTY

**DISCLAIMER**

CONTRACTOR IS NOT RESPONSIBLE FOR ANY FOUNDATION SETTLING AND CRACKING AS A RESULT OF SUB-SOIL MOVEMENT. THE GUARANTEE DOES NOT COVER DAMPNESS ON THE BASEMENT WALLS OR FLOOR. GUARANTEE IS TRANSFERABLE IN THE EVENT PROPERTY IS SOLD.  CONTRACTOR AGREES FOR A PERIOD OF YEARS (BELOW) THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORK AT NO ADDED COST TO OWNER

**WARRANTY**

Columns

**DESCRIPTION OF WARRANTY**

This warranty covers the structural steel columns for a period of 20 years against any defects in the column itself. Wisconsin Foundation Specialists Inc. will replace the failed column at no cost to the owner of the dwelling. This warranty covers any and all materials that Wisconsin Foundation Specialists Inc. installs for a period of 5 years and is transferable. This warranty DOES NOT include any water, moisture, or dampness in the area of work. ATCP 110.09(4)(b) THE GUARANTEE PROVIDED HEREIN DOES NOT COVER DAMPNESS ON THE BASEMENT WALLS, IT DOES COVER ANY WATER LEAKAGE OR FLOW."

**CLIENT INITIALS**

**ADDITIONAL WARRANTY INFORMATION**

## SIGNATURE BELOW

**WISCONSIN FOUNDATION**

**OWNER/SELLER OR**

# Wisconsin Foundation Specialists

11716 Bridge St.
Cedarburg, Wisconsin 53012
262.327.4011

**No.**
01708

**SPECIALIST REPRESENTATIVE**



**REPRESENTATIVE**