

ESTIMATE



Prepared For

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Decksperts LLC

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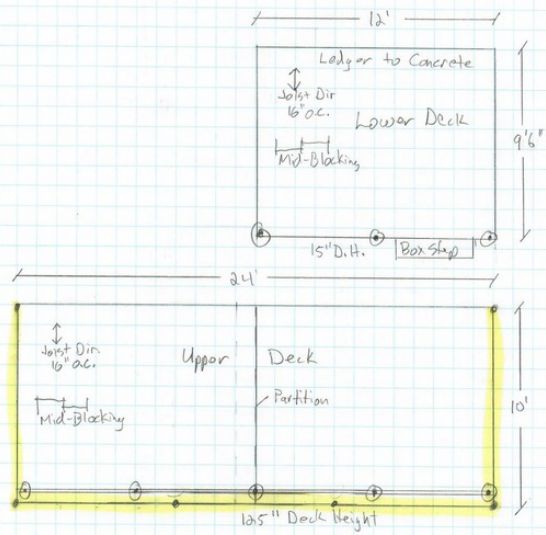
Estimate # 191
Date 03/15/2025

Description	Total
New Composite Deck - Deckorators Decking - Preferred Railing	\$44,064.00
(2) --- New 24' x 10' Upper Deck with 0 Steps, New 12' x 9'6" Lower Deck w/1 Box Step Deckorators Venture Decking, Preferred Aluminum Baluster Railing	
Includes:	
- Permit	
- Demo and removal of all waste	
- Helical pier footings	
- Kiln dried framing. Pre-shrunk to ensure the deck doesn't warp	
- CAMO Edge-clip hidden deck clips	
- Butyl Tape Over all double joists, rail post blocking, double beam and stair stringers	
- Picture Frame Border	
- Decking -- Deckorators Venture(Color: Sandbar)	
- Border color -- Deckorators Venture(Color: Sandbar)	
- Fascia -- Deckorators Venture(Color: Sandbar)	
- Railing -- Preferred Georgian Aluminum Baluster Railing(Color: Black)	
- Final work area cleanup	
Remove and Replace Old Ledger	\$0.00
-- Remove old ledger to current walkway deck and replace with composite trim board	
-- Time and materials @\$75/hour	

Subtotal	\$44,064.00
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Total	\$44,064.00
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- 1 10" Helical Pier
5" min depth
 - (3) 2x10 Beam
 - 2x8 Joist
 - 2x8 Ledger (Simpson Titen HD 6")
 - 36" Aluminum Rail
- Decking - Ventura Sandbar
 Rail - Geo Black
 Lights - 0

****DECKSPERTS LLC CONTRACT TERMS AND CONDITIONS****

WHEREAS, Customer wishes to employ Contractor to furnish the labor, materials, and tools necessary to complete the improvements at the Job Location in substantial conformance with the Contract, which Customer has examined and approved.

WHEREAS, Contractor is willing to construct the improvements on the terms and conditions specified in this Contract.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, Customer hereby agrees to employ Contractor to construct the improvements according to the Proposal on the following terms and conditions:

1. Construction. Contractor shall furnish all services, materials, labor, tools, equipment, and all other items necessary to construct the improvements at the Job Location in substantial accordance with the Proposal (hereinafter referred to as the "Work"). The Work shall be completed in a manner consistent with industry standards and will comply with or exceed the standards of the Wisconsin Building Code. That portion of the Job Location on which the Work is to be performed is sometimes referred to as the "Work Area".
2. Building Permit Contingency. Contractor's obligations under this Contract are conditioned upon receipt of a building permit and all other permits and approvals required for the Work.
3. Performance. The Work to be performed under this Contract shall commence within 7 days following the delivery of materials. The Work shall be substantially completed within 15 days of commencement, except if Contractor shall be prevented from completing the Work by reason of a change in the Proposal requested by Customer, inability to obtain, late delivery, or delayed installation of any allowance item selected by Customer or other acts of Customer, weather conditions, storms, lightning, hail, flood or similar occurrences, damages caused by riot, civil commotion, vandalism, theft, war, fire, or any other conditions or occurrences similar to the foregoing which are not within the control of Contractor.
4. Allowances. Certain portions of the Work ("Allowance Items") have been priced by Contractor based upon "Allowances", which are set forth in the Proposal (see Exhibit A). Allowances are estimates for the completion of the Allowance Items and are not guaranteed. If the cost of any such items exceeds the Allowance for such items, Contractor shall inform Customer in writing, including evidentiary support, of such costs exceeding previous estimates, Customer will pay to Contractor, as an addition to the contract price, the amount by which the actual cost of such items exceeds the stated allowance as properly evidenced by Contractor's proper documentation.
5. Extras. Any additional cost incurred by Contractor in the performance of the Work which is attributable to any change in the Work by Customer, any public body, inspector, architectural control committee or similar authority, undisclosed site conditions, and all other unseen conditions shall constitute an extra. Extras shall require Customer's approval and shall be paid by Customer as an addition to the contract price. The cost of the extras shall be based on time

and materials.

6. Customer's Duties. Customer shall provide at Customer's expense throughout performance of the Work: (1) unobstructed access to the Work Area; (2) identification of private utility connections and locations (see provision 17) and providing electricity and water for use by Contractor; (3) an accurate survey locating any existing aboveground and underground structures in or near the Work Area and easements or other site restrictions, if requested by Contractor; (4) secure storage for Contractor's materials and equipment necessary to complete the Work if requested; (5) complying with all applicable laws regarding access to the deck; and (6) access to the Work Area including obtaining permission to access adjacent property if requested.

7. Title Evidence/Zoning. Customer represents and warrants to Contractor that Customer is the owner of the Property and has the full right, power and authority to enter into this Contract. Customer represents and warrants that the improvements are a permitted use of the Property under all applicable zoning, land use, and other laws, rules, ordinances and regulations and that the Work Area shall be clear of all easement and setback restrictions. Customer shall hold harmless and indemnify Contractor from any claims arising from Customer's failure to comply with the terms of this Section.

8. Payments

PAYMENT: Client shall pay Decksperts LLC the contract price, in current funds, adjusted as provided herein, as follows: Decksperts LLC excepts payment by cash or check. Financing is provided by third-party lenders unaffiliated with Decksperts LLC.

DOWN PAYMENT: 50% down payment is due at the signing of this contract unless otherwise specified up-front.

CANCELLATION: This Contract may be cancelled unilaterally by the Customer by notifying the Contractor in writing within fourteen (14) calendar days after signing this Contract.

FINAL PAYMENT: Upon Substantial Completion, the Client shall pay Decksperts LLC the Contract Price. The foregoing notwithstanding, a portion of the Contract Price may be escrowed equal to the Cost estimated by Decksperts of work delayed by weather conditions, and of the cost of materials specified where delivery is delayed. No funds shall be escrowed for specialty items requested by the Client, which are delayed for any reason, or Work delayed due to the unavailability of materials specified in Change Orders. Payment of the remaining Contract Price (subject to escrows) under this Section shall constitute a waiver of claims by the Buyer against Decksperts except those arising from the terms of Decksperts warranty. Upon payment of the Contract Price, Decksperts, upon request, shall provide Buyer with loan waivers. Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract so that the owner can occupy or use the work or a portion thereof for its intended use. Minor defects, and touch up work on installed products, or adjacent surfaces would fall under service warranty work and do not constitute a reason to withhold final payment.

The price shall be paid to Contractor as follows:

- 50% - Down payment upon signed contract
- 25% - 1 week prior to job start or 45 days after initial contract date
(whichever comes first)
- 25% - Upon completion of the work and final inspection

Customer shall make or arrange for payment to Contractor within two (2) business days after receipt of each payment request. Payments not received within seven (7) business days shall accrue interest at the rate of eighteen percent (18%) per annum. Delinquency of this account will result in collection actions which may proceed with the intention to file a mechanics lien on your property, unless the balance of this account is fully satisfied including late fees and incurred administrative costs. You are required to satisfy the balance of this claim including principal, interest, collection costs, and reasonable costs of litigation, as provided by law. Decksperits, LLC reserves the right to work with our customers to fulfill their needs and modify terms of this contract in writing, if indicated, by stipulating signed amendments to this contract.

9. Supervision of Work. Customer agrees that the direction and supervision of the working forces, including any and all subcontractors, rests exclusively with Contractor, and Customer agrees not to issue any instructions to or otherwise interfere with the same.

10. Indemnification. Contractor agrees to indemnify and hold harmless Customer against any and all claims, liabilities and costs, including reasonable attorney's fees for any or all injuries to persons or property, arising from the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of the Work. Contractor shall notify Customer promptly of all claims arising out of the performance of Work under this Contract by the Contractor, its employees, agents, officers or subcontractors.

11. Insurance. Customer shall keep in force standard homeowner's insurance. Contractor shall carry public liability insurance, in an amount of not less than one million dollars (\$1,000,000.00).

12. 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 ON CUSTOMER'S PROPERTY MAY HAVE LIEN RIGHTS ON CUSTOMER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO 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, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CUSTOMER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, MATERIALS, SERVICES, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO CUSTOMER'S MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE CUSTOMER AND CUSTOMER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

13. Lien Releases. Upon satisfactory payment being made for any portion of the Work performed, the Contractor shall furnish to Customer a full and unconditional release from any claim or mechanic's lien for the portion of the Work for which payment has been made.

14. Right to Cure. Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the Contractor who constructed or completed your remodeling project. Section 895.07 (2) and (3) of the Wisconsin Statutes requires you to deliver to the Contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your Contractor the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the Contractor. All parties are bound by applicable warranty provisions. Customer hereby acknowledges receipt of the brochure required under Sec. 101.148 of the Wisconsin Statutes, which is attached hereto as Exhibit B.

15. Protection of Customer's Property. Customer shall provide Contractor unobstructed access to the Work Area and shall keep all persons and pets away from the Work Area. Deckspert's standard practice includes having Diggers Hotline locate all public utilities. It is the customer's duty to locate private water lines, septic lines and electrical lines to the best of their ability by flagging/marking or in person with contractor. Contractor is not responsible for damage to patios, driveways, lawns, trees, plants, shrubs, fences, landscaping, sprinkler systems, private electrical, cable and gas lines, water or sewer lines which result from Contractor's performance of the Work, unless such damage is the result of Contractor or Contractor's employees, agents, officers or subcontractors' intentional actions or gross negligence. Customer shall hold harmless and indemnify Contractor from any claims arising from Customer's failure to comply with the terms of this Section.

16. One Year Warranty. Upon final payment, Contractor agrees to give a one (1) year warranty from the date of substantial completion against defects in materials or workmanship supplied to complete the Work. This warranty is Customer's exclusive remedy against Contractor and ends upon any conveyance by the Customer of the Property. This warranty does not cover, and Contractor has no responsibility for: (a) items covered under manufacturer's warranties provided to Customer; (b) items not installed by Contractor; (c) ordinary usage and normal wear and tear, normal deterioration, or failure by Customer to properly maintain the Work; (d) damage resulting from an act of God. All implied warranties, including fitness and habitability are waived. Contractor shall perform warranty repairs or replacements, within a reasonable period of time after written notice from the Customer during the warranty period.

17. Manufacturer's Warranty. See Attached

18. Changes. No changes in the Proposal are to be made except upon written order prior to changes being made, signed by Customer and Contractor, setting forth a detailed description of the change, additions or deletions, and the cost or credit therefore. Any increase in the contract price shall be paid at the time of the change. Changes to the terms of this Contract will be made only upon execution of a written Change Order. Notwithstanding the foregoing, changes to the scope of the Work may be verbally authorized by Customer if the change does not represent any additional cost and does not represent a decrease in the value of the materials used or services provided. Changes verbally authorized shall be reported to Customer before final payment is accepted.

19. Time is of the Essence. Time is of the essence with respect to the receipt of payment and all other terms in this Contract for which time is a factor.
20. Severability. Should any provision of this Contract be or become invalid, void, illegal, or unenforceable, it shall be considered separate and severable from the Contract, and the remaining provisions shall remain in full force and be binding upon the parties as though such invalid, void, illegal, or unenforceable provision had not been included.
21. Amendment. No amendment or modification to any of the provisions of this Contract shall be valid unless made in writing and signed by both parties.
22. Headings. The headings have been inserted for convenience only and are not to be considered when construing the provisions of this Contract.
23. Applicable Law and Venue. The Contract shall in all respects be governed by the laws of the State of Wisconsin. The venue for all legal actions involving this Contract shall be Dane County, Wisconsin.
24. No Strict Construction. The language used in this Contract shall be deemed to be language chosen by the parties to express their mutual intent and no rule of strict construction shall apply against either party.
25. Survival. This Contract shall survive the completion of the Work.
26. Fees and Costs. Should legal action be brought to enforce or interpret any provision of this Contract, the prevailing party is entitled to recover its fees and costs from the non-prevailing party, including reasonable attorney fees.
27. Job Sign. Customer agrees to allow Contractor to display a construction sign at the Job Location. Contractor shall have the right to photograph its work for use in promotional materials and advertising.
28. Customer is responsible for any landscaping needs after deck is finished. Including but not limited to grading and/or pavers at base of steps, landscape rock under deck, concrete filling around footings, etc.

Adam Drover

Nick Kunkel