



Tim Copeland Construction
2307 Buffalo St
White Bear Township, MN 55110

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651.344.1849
MN Lic. BC647749

Sept 30, 2017

customer

White Bear Lake, MN 55110

Overview

start date (est)

TDB

end date (est)

+9 days

Prep

Tear off decking

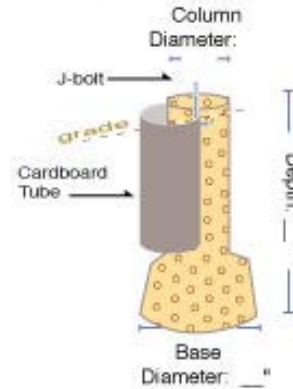
Tear down framing

Haul away old deck, all debris

Footings

Install 6 new frost footings; min. 42 in. deep; belled at bottom to approved width from building permit; column in forming tube to approx 4-6 in. above grade; anchor bolt installed into wet concrete; For mixing the concrete, we will need to have access to a water supply and electricity on the job site, and a place on the job site to place the excavated soil.

Footing Detail



Framing

Frame deck as shown on plan.

Build stairs approx. 3 steps, 8 ft wide.
Use 2x12 stringers, 16 inches apart or less.

About 456 square feet, including stairs

Use Brown Kiln Dried Treated Lumber for framing



Use Kiln Dried Brown 6x6 Support Posts

Posts to be set back from deck edge 24" or less ("cantilevered")

Install Decking



Installed with hidFAST stainless steel 3" hidden fastener system (16" o.c.) for a screwless look throughout. The darker brown on the stainless steel fastener is not rust. It is a lubricant for the airtool installation method.

Azek Morado

30-year limited fade and stain and lifetime limited warranties; Building Code listings ESR-1667 and CCRR-0101



The boards that are close to the house, and the borders, and the stair treads are installed with Cortex™ screw plugs for a screwless look throughout INCLUDED

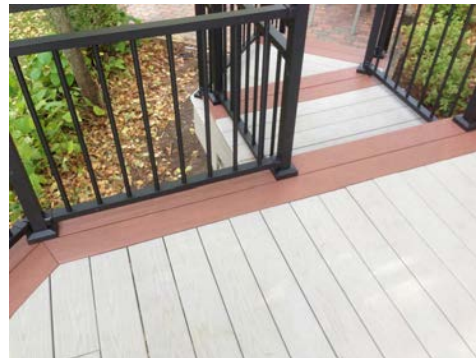


View Cortex™ system here:

<http://www.edeck.net/cortex.html>

3/16" gap in decking

Double Perimeter Border: Sometimes this is a good way to a couple extra feet of width, for example, when you want 18 feet but the deck boards come in 16 ft



INCLUDED

Color: Morado

Azek Morado



Returns on steps (45 degree corners) conceals the end grain of the stair treads and/or risers. For all steps, \$67 INCLUDED

Install Trim

Azek Morado

All trim Installed with matching color screws

Install Rail Posts



view warranty here http://www.diggerspecialties.com/files/Warranty_WB_SPEC_COPY_WEB.pdf

your color choice is:



Black Fine Texture
DSI 106

attach with 5" ledgerlocks



Use 4x4 posts instead of 2x2 posts @ \$450 INCLUDED



4" flat post caps



Stair riser lights (6 lights included @ \$68 each)

Magenta Star Low Voltage DELUXE Lights for 4x4 posts INCLUDED (5 lights included @ \$89 each) BLACK



Magenta Star Transformer 120W, wire, and connectors not included ADDS \$137

Install Rail Sections

Westbury Tuscany Aluminum



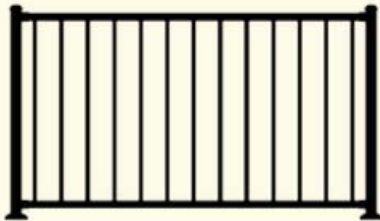
View Warranty Here http://www.diggerspecialties.com/files/Warranty_WI

your color choice:



Black Fine Texture
DSI 106

TUSCANY (STYLE C10) ALUMINUM RAILING



Height is 36 inches

Westbury Spray Touch Up Kit

1 can of Bronze included

OPTIONAL PERGOLA: 7 ft tall, 14 feet along south edge of deck; Similar to item shown here except with matching Westbury bronze aluminum railing sections between 3 posts.



make using cedar rough sawn 6x6's, cedar lumber

INCLUDED @ \$950

OPTIONAL: install drink rail between 3 posts only, over aluminum railing; use matching deck board or surface

INCLUDED @140

SUBTOTAL

\$14,448

chicken wire around perimeter installed
into ground and attached to framing \$90
included

TOTAL BID: \$14,538

...projected number of days to complete 9
...downpayment \$8,723
...final payment (excluding permit cost) \$5,815

...permit payment (separate and
additional; collected at time of permit
approval; this number represents an
average from my experience in various \$300
deck sizes and cities. I won't have an
accurate number for this until the permit
is approved. I do not add anything to it.)

WARRANTY INFORMATION

Minn Stat. §327A.01

Tim Copeland Construction shall warrant to the vendee that:

- (a) during the one-year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards;
- (b) during the two-year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems due to noncompliance with building standards; and
- (c) during the ten-year period from and after the warranty date, the dwelling shall be free from major construction defects due to noncompliance with building standards.

Tim Copeland

DBA Tim Copeland Construction

Lic. BC647749

Manufacturer's Warranty(s) may also apply:

Azek Warranty Link <http://www.azek.com/warranty/warranty-and-registration/deck.aspx>

Westbury Warranty Link http://www.diggerspecialties.com/files/Warranty_WB_SPEC_COPY_WEB.pdf

TERMS

1) Builder agrees to perform the following work (attach plans dated, and specifications dated, if any, to this Contract):

Build/install a deck as previously bid at \$14448 by email, mail, or personal delivery.

PROJECTED START DATE

You agree to pay Builder \$14538 for this work as follows:

\$8723 to start project. This payment should be made 7 to 10 days before anticipated start date, so that orders can be placed. The balance of \$5816 upon completion, plus permit fee, if any, and change orders, if any. Inspection for permit may occur after this point. The price for the work includes all labor, materials, and the building permits unless indicated separately on the bid. You agree to provide electricity; water to mix cement with; a place to dispose of excavated dirt that can be accessed reasonably with a wheelbarrow.

2) You may not occupy or use any of the work done by the Builder until the Builder has been paid in full.

3) The Builder agrees to start work on or before TDB (a spare week is allowed here from the actual scheduled start date, to accommodate unforeseen circumstances) and all work will be completed within 30 days (most decks are complete within 8 days; this is merely generic statement for the sake of this contract form). You will agree that the Builder is not responsible for delays in completion of the work due to weather, strikes, war, shortage or delay in getting materials, government regulations, court actions or any other cause beyond the Builder's control. You agree to pay for unexpected or unanticipated extra costs such as soil corrections, inferior attachment area on your house, or removal of debris that is buried and is preventing the installation of the footings.

4) Builder will provide Builder's risk insurance in the amount of this Contract. You will be responsible for losses not covered by Builder's Insurance, including any deductible.

5) If you fail to pay the Builder any payments due under the terms of this Contract within 3 days of the written request for payment, the Builder may stop work without further notice. You will be liable to Builder for all payments due up to the time work is stopped, and for all losses, soft costs, and damages. The Builder will only restart work after you have paid all money due the Builder and the Builder is satisfied that you have the ability to pay for the remaining work. If at any time the Builder reasonably believes that you will not have sufficient funds to pay the Builder any payment scheduled to be due under this Contract, after 1 day written notice to you, the Builder may stop work. If you provide the Builder with evidence, satisfactory to the Builder, of your ability to meet all payment obligations, Builder may continue work under the Contract.

If work has stopped for any reason, for more than 10 days, Builder may terminate this Contract and recover from you, payment for all work completed, and for all losses sustained by the Builder on all material, machinery, equipment or tools, overhead, soft cost, profit and damages.

6) You and the Builder have agreed that you will do the following work: .

Provide water & electric source outside, specify and provide place on property to place excavated dirt from installation of footings.

You understand that this work must be done on time, as determined by the Builder, or you agree to pay the Builder all costs for any delay caused by you.

7) You understand that there are no oral agreements between you and Builder. Everything you expect Builder to do has been included, in writing, in this Contract. Nothing in this contract can be changed unless it is changed in writing, in this Contract. Nothing in this Contract can be changed unless it is changed in writing on a separate form and signed by both you and Builder. This Contract may be NOT be assigned by Builder without your consent.

8) Sometimes concealed conditions prevent me from knowing the extent of work required. Most often this comes into play with the ledger or buried items in the digging area. If a rotted rim joist is revealed during the process, I have the right to notify you of additional charges for the work required to make attachment of a ledger possible and viable, and also add additional charges to excavate materials unseen during the bid process.

9) If tree roots are within the digging area, I cannot be held responsible for damage to the tree at any time. Customer acknowledges the risk of digging within his planned jobsite of any potential tree root damage, and will not hold Tim Copeland Construction liable.

10) If Builder is required to retain an attorney to collect any money you owe, you agree to pay all the Builder's attorney fees, costs, and disbursements.

11) Your signature on this Contract attests to your financial responsibility, ability, and willingness to pay in accordance with the terms of this Contract. You represent to the Builder that you have no plans to file bankruptcy or seek other protection from your creditors, that all information in this Contract is correct, and that you have read and understand this Contract. You represent and warrant to Builder that you are the owner of the property on which the Builder will do the work.

12) Right to repair: Minnesota statute 327A states that I am allowed first opportunity to repair any defects in the work first. You may not hire another person to do this work unless 15 days has passed since your notification of defect.

13) THE OWNER IS ADVISED THAT IF THE PROJECT INVOLVES THE OWNER'S HOMESTEAD, FEDERAL LAW ALLOWS THE OWNER TO TERMINATE THIS CONTRACT FOR ANY REASON WITHIN THREE (3) DAYS AFTER SIGNING IT.

Pre-Lien Notice

This notice is to advise you of your rights under Minnesota law in connection with the improvement of your property.

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LEIN 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 I GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

NOTICE OF RIGHT TO CANCEL; NOTICE OF CANCELLATION.

2014 Minnesota Statutes 325G.08

Subdivision 1. Seller's obligations.

In a home solicitation sale, at the time the sale occurs, the seller shall:

(a) inform the buyer orally of the right to cancel;

(b) furnish the buyer with a fully completed receipt or copy of a contract pertaining to the sale which shows the date of the transaction, contains the name and address of the seller, and in immediate proximity to the space reserved in the contract for the signature of the buyer or on the front page of the receipt if a contract is not used and in boldface type of a minimum size of ten points, a statement in substantially the following form:

"You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached notice of cancellation form for an explanation of this right."; and

(c) furnish each buyer a fully completed form in duplicate, captioned, "NOTICE OF CANCELLATION," which shall be attached to the contract or receipt and easily detachable, and which shall contain in boldface type of a minimum size of ten points the following information and statements:

"NOTICE OF CANCELLATION

(enter type of goods or services purchased)

(goods or services)

(enter date of transaction)

(date)

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to (Name of seller), at (Address of Seller's Place of Business) not later than midnight of (Date). If you cancel, any payments made by you under the contract or sale, any property traded in, and any 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 canceled.

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 written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation.

I HEREBY CANCEL THIS TRANSACTION.

(Buyer's signature)

(Date)

Subd. 2. Alternative cancellation notice.

In lieu of the notice of cancellation required by subdivision 1, the seller may provide a notice which conforms to applicable federal law or regulation so long as it provides the information required by subdivision 1. Until the seller has complied with this section the buyer may cancel the home solicitation sale by notifying the seller in any manner and by any means of the intention to cancel.

UREA FORMALDEHYDE DISCLOSURE OF CONTRACTOR

The State of Minnesota has a law requiring a warning to be provided in the sale of buildings or building products containing Urea Formaldehyde. Many products, particularly particle board and plywood use formaldehyde-based glue in their manufacture. Contractors who purchase and use products containing Urea Formaldehyde also have a responsibility to pass this warning on to their customers. The required warning reads as follows:

“IMPORTANT HEALTH NOTICE: SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE AND THROAT IRRITATION, HEADACHE, NAUSEA AND A VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS A RESULT OF FORMALDEHYDE EXPOSURE, ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT A GREATER RISK. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO FORMALDEHYDE. REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND OTHER INDOOR AIR CONTAMINANTS. IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR DOCTOR OR LOCAL HEALTH DEPARTMENT.”

Your Signature(s) (customer)	Date
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My Signature (Tim Copeland) Lic. #
QB114073

A handwritten signature in blue ink, appearing to read "Tim Copeland", is overlaid with a red, slanted rectangular stamp that says "SPECIMEN" in bold, capital letters.

12/27/2017