



ESTIMATE

MH Landscaping LLC
PO Box 903
Delavan, WI 53115-0903

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Bill to

Jamie Burns
w288n8053 park dr
Hartland, Wisconsin 53029

Estimate details

Estimate no.: 3870
Estimate date: 08/07/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Landscape	We will be removing the two existing timber walls in the back of the house under the deck and hauling it away. We will only be removing/replacing about 60 linear ft on each wall starting from the steps and go 60ft out for each wall, the top wall will be 6ft tall and the bottom wall will be 5ft tall. We will be using Timber ties as well to remake the wall. If homeowner chooses to use block we will be using Unilock Olde Quarry and for the color we will use Sierra or river. The price for block would be \$97,965 plus tax.	1	\$78,950.00	\$78,950.00
Subtotal						\$78,950.00
Sales tax						\$4,342.25
Total						\$83,292.25

Accepted date

Accepted by



Catherine Burns

retaining wall budget

Thu, Nov 20, 2025 at 10:23 AM

This is a budget number that we came up with yesterday. These are very rough numbers but at least it will start the ball rolling. Please see below

There would be 3 walls built with the height being an average of 7 feet and each has a length of about 60. So there is approx. 1260 sq.ft. Of big block wall system to install. @ \$100 a square foot = \$126,000

Crane time is approx. \$2000 per day for a 45 day period = \$90,000

Removal/haul away is a ball park number which I would say \$25,000

That would get all of your walls built. The decking portion, I can not help with - you may want some of the steps built out of the same wall material which we could do.

I hope this help you in your decision making process

Paul Villani

Director

Office: 262-252-4541 | Cell: 414-788-2867

paul@villani-landshapers.com | villani-landshapers.com





PREPARED BY

Oak Ridge Contracting Inc.

(262) 594-7001

info@oakridgecontracting.com

W355S8890 Godfrey Ln, Eagle, WI 53119, USA

PREPARED FOR

Catherine Burns

(262) 422-2063

keesus8@gmail.com

W288N8053 Park Dr, Hartland, WI 53029, USA

OAK RIDGE CONTRACTING CONTRACT DETAILS

W288N8053 Park Drive

W288N8053 Park Dr, Hartland, WI 53029, USA

Construction Agreement:

This Construction Agreement (this "Agreement") made this (date) November 14th, 2025, between Oak Ridge Contracting Inc. ("Contractor") and Catherine Burns ("Customer," together with Contractor, the "Parties") for the work described herein.

PLEASE NOTE: BY SIGNING THIS CONTRACT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT. WE ENCOURAGE YOU TO READ IT THOROUGHLY BEFORE SIGNING.

THE PARTIES:

CUSTOMER(S):

Name(s): Catherine Burns

Phone 1: (262) 422-2063

Address: W288N8053 Park Dr, Hartland, WI 53029, USA

Email(s): keesus8@gmail.com

CONTRACTOR:

Name: Oak Ridge Contracting Inc.

Phone: 262-594-7001

Address: W355S8890 Godfrey Lane, Eagle, WI 53119

Email: Info@oakridgecontracting.com

WORK TO BE PERFORMED

Except as specified elsewhere in the Agreement, Contractor shall furnish all labor, materials, tools, supplies, equipment, machinery, clean-up, transportation, supervision and technical, professional, and other services and shall perform all operations necessary (including working with any insurance company, if applicable) and required to:

Scope of Work:

Bottom Wall: \$138,250

- Remove timber wall (approx. 60'x6')
- Supply and install new timber wall using 6"x6" timber and deadheads for strength
- Supply and install #1 clear stone to backfill wall

Top Wall: \$90,000

- Remove timber wall (approx. 60'x4')
- Supply and install new timber walls using 6"x6" timber and deadheads for strength
- Supply and install #1 clear stone to backfill walls

Deck & Stairs: \$51,860

- Demo of the existing (3) sets of stairs
- Demo of deck measuring roughly 16'x12'4"
- Dumpster

- Rebuild of new treated deck measuring 16'x12'4"
- Install of new treated deck railings
- Install of new (3) sets of stairs
- All sets of stairs will be permitted and meet Appendix B deck code for 2025-2026
- The decks & stairs will be permitted & pass inspection
- Oak Ridge will only be responsible for the decks & stairs we are rebuilding to meet today's deck code

(including any plans, selections and/or specifications as incorporated herein, the "Work") at Customer's address located at W288N8053 Park Dr, Hartland, WI 53029, USA (the "Project Site"). The Work will be in compliance with all applicable local and state laws, codes and regulations; however, subject to Exhibit A's terms and conditions.

PRICE

As full consideration for the performance of the Work, Customer shall pay the sum of \$280,110.00 (as it may be adjusted by Change Orders, the "Agreement Price") to be made according to the following terms:

A non-refundable deposit of twenty-five percent (25%) of the Agreement Price, which is \$70,027.50, at the signing of this Agreement (the "Deposit");

A progress payment of twenty-five percent (25%) of the Agreement Price, which is \$70,027.50, once timber wall removal is completed (the "Progress Payment"); and

A progress payment of twenty-five percent (25%) of the Agreement Price, which is \$70,027.50, once backfill wall is completed (the "Progress Payment"); and

A progress payment of twenty percent (20%) of the Agreement Price, which is \$56,022.00, once demo of deck & stairs is completed (the "Progress Payment"); and

The balance of the Agreement Price (less the Deposit and the Progress Payment), which is \$14,005.50 must be made five (5) business days upon completion of the Work.

DESCRIPTION	TOTAL
Contract Amount	\$280,110.00
	TOTAL
	\$280,110.00

SCHEDULE

Customer acknowledges that Contractor's performance of the Work depends upon the weather and that is why an exact commencement/completion date(s) cannot be given and may be adjusted/extended by Change Orders.

Oak Ridge Contracting Inc.
 AGREEMENT EXHIBIT A
 GENERAL CONDITIONS

DEFINITIONS

"Agreement Price" is the amount that Subcontractor shall be paid for performance of the Work.

"Change Order" is a written document signed by Customer and Contractor after execution of the Agreement indicating changes to scope of the Work, any scheduling or the Agreement Price. This includes substitutions which are proposed by this Agreement and/or accepted by Customer. Change Orders may be approved by Customer by handwritten, email, fax or electronic signatures. For purposes of executing this Agreement and any Change Orders, notices and other documents exchanged between the Parties related to the Work, an electronically scanned and e-mailed signature shall be binding upon receipt as though it were an original signature.

"Day" means a calendar day.

"Deposit" means any initial payment made by Customer to Contractor before the Work commences, as required under this Agreement.

"Dispute(s)" means any unresolved claim, counterclaim, controversy or other matter in question between Contractor and Customer arising out of or relating to this Agreement or the breach thereof.

"Final Completion" occurs when the Work is fully completed in accordance with the Agreement. Any Work performed pursuant to the Limited Warranty contained herein shall not impact the determination of Final Completion.

"Final Payment" means the final payment made by Customer to Contractor upon Final Completion of the Work, as required under this Agreement.

"Parties" are collectively Contractor and Customer.

"Project Site" means the building, facility, yard, lawn and other improvements on which Contractor is to perform Work under this Agreement.

"Substantial Completion" of the Work occurs when the Work is sufficiently complete in accordance with the This Agreement so that Customer may occupy or utilize it for the use for which it was intended and final payment becomes due and payable.

"Work" means the services to be performed by Contractor as described herein.

AUTHORIZED REPRESENTATIVES

Before starting the Work, Customer shall designate in writing an authorized representative acceptable to Contractor to represent and act for Customer and shall specify any and all limitations of such representative's authority. Such representative shall be present, be represented at the Project Site, or be reachable by telephone, at all times when the Work is in progress and shall be empowered to receive communications in accordance with this Agreement on behalf of Customer. All communications given to the authorized representative by Contractor in accordance with this Agreement shall be binding upon Customer. Notification of changes of the authorized representative for Customer shall be provided in advance, in writing, to Contractor.

RELATIONSHIP OF THE PARTIES

Contractor's relationship to Customer is that of an independent contractor. This Agreement creates a contractual relationship between Customer and Contractor and will not be construed as constituting a joint venture, partnership, or any other relationship between them, nor shall they be construed as creating any relationship whatsoever between Customer and Contractor's employees or subcontractors or suppliers. Customer shall deal with Contractor in a professional manner and to communicate, cooperate and expeditiously reconcile any matter that may affect the proper execution and timely completion of the Work.

WORK

Contractor shall fully execute the Work described in the this Agreement in a workmanlike manner. Contractor is responsible for, and shall have sole control of the construction methods, sequences, and coordination of the Work, unless expressly stated to the contrary.

COMMENCEMENT OF WORK

Customer warrants that the Project Site is in sound condition and capable of withstanding normal activities of construction, equipment and operations. Contractor is not responsible for the construction, undulations or structural sufficiency of the Project Site prior to the Work.

CONSTRUCTION MATERIALS

All materials and the Work will be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to Project Site and/or materials not physically attached to the structure after Substantial Completion of the Work will remain Contractor's property.

PERMITS

Except as otherwise specified, Customer, at Customer's expense, shall procure all permits, licenses, certifications and other applicable governing authority requirements and inspections. Customer shall, as necessary, provide Contractor with copies of such permits. Customer shall indemnify and hold harmless Contractor related to any permits not pulled required for the Work.

COOPERATION WITH OTHERS

Customer (and its other contractors that may be working at the Project Site during the performance of the Work) and Contractor's use of certain facilities may be interfered with as a result of such concurrent activities. If others' work interferes with Contractor's ability to perform the Work, Contractor shall immediately notify Customer in writing, who shall schedule the order of performance to minimize interferences with Contractor's ability to perform the Work. Any change in the Agreement Price due to such interference will be determined as outlined in the section herein titled "Changes."

WORK STOPPAGE

Should work be stopped by any public/governmental authority or Customer for more than fourteen (14) Days, Contractor may terminate this Agreement and collect for the value of all work completed and materials ordered/used as of the date the Work is stopped, plus Contractor's anticipated profit under this Agreement. Customer's failure to sign Change Orders or Customer's refusal to make any payment required by this Agreement, or any other cause beyond Contractor's sole control, shall also be cause for work stoppage by Contractor

DELAY/FORCE MAJURE

The Work will be completed in a timeframe roughly anticipated herein, unless delay occurs due to work stoppage, strikes, lockouts and other labor disputes, riots or similar civil disturbance, acts of God, adverse weather conditions (including, hurricanes, tornadoes etc.), labor disputes, changes by Customer, work performed by Customer (or Customer's separate contractors/subcontractors) or public/governmental authorities, unavailability of materials or supplies, national emergencies, pandemics, epidemics, quarantine, war (declared or undeclared), acts of public enemy (including acts of terrorism), blockade, insurrection, revolution, unavailability of fuel, unavoidable casualties, accidents, environmental hazards, Customer's failure to make payments as required by this Agreement, Customer's failure to timely make selections or any other cause beyond Contractor's reasonable/sole control. Any such delay will extend the time of performance or, at Contractor's option, terminate this Agreement if the cause of the delay cannot be resolved within fourteen (14) Days. Where Contractor elects to extend performance, Contractor shall also be entitled to additional payment to reflect any increased cost of labor and/or materials, which will be memorialized in a Change Order. Contractor shall give written notice to Customer of any delay, said notice stating any adjustment to time of performance or cost of the Work necessitated by the delay.

PAYMENT

Customer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Customer agrees that, in addition to other remedies available to Contractor, if payment is not timely made (fifteen (15) Days after an invoice is sent to Customer), Contractor shall be entitled to a service charge of 1.5% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Contractor shall furnish written lien waivers to Customer at the time any payment is made for the proportionate value of all labor and materials ordered, delivered and/or used/performed as of the time such payment is made. In no event will Contractor be required to submit an unconditional lien waiver prior to its receipt of payment from Customer. Final Payment will constitute acceptance and approval of all Work, and a waiver of all claims by Customer, except those arising from liens or the Warranty included in this Agreement. No retention shall apply to any of the Work.

CHANGES

Contractor and/or Customer may request/order changes in the Work or the timing or sequencing of the Work. All such changes must be memorialized in a written Change Order to be signed by the Parties prior to Contractor's commencement of any new work. For changes in the Work, Customer and Contractor shall negotiate an adjustment to the Agreement Price or the applicable schedule in good faith and conclude negotiations as expeditiously as possible. Where Contractor seeks input and information from Customer prior to issuing a Change Order, Customer shall use reasonable efforts to respond to Contractor's request for information within two (2) business days. Acceptance of a Change Order by Customer shall not be unreasonably withheld. Contractor shall not be required to proceed with any new work/schedule until Customer has executed such Change Order.

In the event that Customer fails to pay the increase in the Agreement Price when due, then Contractor may either: (a) declare Customer in default hereunder, in which case the provisions herein will apply, or (b) consider the Change Order null and void, in which case the changes will not be installed at the Project Site, Contractor shall retain any portion of the increase in the Agreement Price previously paid as liquidated damages and not as a penalty, the Agreement Price will revert to what the Agreement Price was prior to the execution of the Change Order and this Agreement will continue in full force and effect.

ACCESS TO WORK AND PROJECT SITE

Customer shall provide electric power, water, telephone (including calling Digger's Hotline if necessary) and toilet facilities for use by Contractor and its subcontractors and/or employees. Customer shall also provide dry and secure storage for all materials and

Contractor's equipment, if necessary. Furthermore, Customer shall maintain access for Contractor at the Project Site, to keep the Project Site free from obstructions and conflicting work and to obtain permission for Contractor to gain access through adjacent property, if required by Contractor to do so. Customer shall remove/protect/secure any personal property (including any pets) and fixtures at or near the Project Site. If Customer asks Contractor to move personal property or fixtures, Customer shall indemnify and hold Contractor harmless for any damage caused to or by the personal property or fixtures during relocation. Contractor shall not be held liable for any minor damage to Customer's landscaping or building (including any public utilities from any road to any dwelling). Contractor shall take reasonable efforts to avoid damage to existing property and in such event shall not be responsible for damage to Customer's property, whether caused in whole or in part by Contractor, its employees or subcontractors, or their suppliers in the performance of the Work at the Project Site. Contractor is not responsible for failures or defects that result from work by third parties, whether occurring before or after commencement or completion of the Work. Customer shall disconnect any plumbing, gas, electric or other utilities required for Contractor to perform the Work. Customer will indemnify and hold Contractor harmless from personal injury and other claims and expenses if Customer fails to turn off power so as to avoid injury to Contractor personnel or resulting from the presence of concealed electrical conduit and live electrical power. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

LIMITED WARRANTY

Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the this Agreement, and free from defective workmanship and materials for a period of ONE (1) year (the "Warranty"). The Warranty will not apply to the Work if Contractor does not receive Final Payment from Customer. The Warranty period is not extended by Contractor's correction of defective work or materials pursuant to this section. If Customer discovers any defect to which the Warranty applies, Customer shall notify Contractor in writing, identifying the defect and the relevant Contract requirement which has been violated, within fourteen (14) Days of Customer's discovery of the defect. Contractor shall promptly correct the defect at its own time and cost and bear the expense of additional services required for correction of the defect. If Customer does not provide Contractor notice of a defect within fourteen (14) Days of discovery or does not permit Contractor the opportunity to examine, test or correct the defect as reasonably requested by Contractor, Customer waives this Agreement's obligation to correct the defect. There are no other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose or habitability. Contractor is not liable to Customer for incidental or consequential damages of any sort. Customer's sole remedy against Contractor for the Work performed under this Agreement and any damages arising out of it shall be limited to the Warranty set forth above. Customer acknowledges and agrees that any damages which may arise out of the performance of the Work shall not exceed the Agreement Price.

WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information ("Work Product") developed in whole or in part by Contractor in connection with the Work will be the exclusive property of Contractor. Upon request, Contractor may license any applicable Work Product to Customer for a fee of \$_____.

INDEMNIFICATION

Except to the extent of Contractor's willful acts, omissions or recklessness, for itself and on behalf of its officers, partners, officials, employees, volunteers, members, agents, representatives, principals, directors, insurers, successors, assigns, subsidiaries and affiliates of any kind (the "Agents"), Customer shall indemnify, defend and hold Contractor (and the Agents) harmless from any and all legal, equitable or other claims in tort, statutory, contract or otherwise, including without limitation, demands, setoffs, defenses, losses, contracts, liabilities, actions, causes of action, malicious prosecution actions, claims, damages, harms, injuries, agreements, covenants, promises, judgments, orders, costs (including actual attorneys' fees and court costs), debts, obligations, actual attorneys' fees, loss of services, expenses and compensation on account of, or in any way arising out of, any and all known, unknown and unforeseen claims of any kind, arising out of, any and all known, unknown and unforeseen claims of any kind, from the beginning of time and in perpetuity, related to or arising out of the Work, the Project Site and/or this Agreement.

WAIVER OF CONSEQUENTIAL DAMAGES

Customer shall waive all claims for any consequential damages that may arise out of or relate to the this Agreement. This includes, but is not limited to, claims for loss of use, any rental expenses incurred, loss of income, profit, or financing, loss of reputation, or insolvency. The provisions of this section will survive the termination of this Agreement.

ENVIRONMENTAL HAZARDS

Contractor is not responsible for any environmental hazards identified or released at the Project Site. Customer acknowledges and understands that hazardous materials may be released by Contractor during Contractor's performance of the Work. Such hazardous materials may include, without limitation, mold, dust, chimney soot, creosote, and other particulates that may or may not become

airborne. Customer expressly acknowledges ownership of any waste generated at the Project Site, whether or not such waste contains hazardous materials. Except to the extent of Contractor's willful acts, omissions or recklessness, Customer shall be solely responsible for all risk, shall indemnify, defend and hold Contractor harmless and free of liability, and shall bear the costs of any removal or correction of environmental hazards at the Project Site.

ASBESTOS

This Agreement is based on Contractor not discovering or coming into contact with asbestos-containing materials ("ACMs"). Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACMs. Contractor shall be compensated for additional expenses resulting from the presence of ACMs. Customer agrees to indemnify Contractor from and against any liability, damages, loss, claims, demands or citations arising out of the presence of ACMs. If Contractor discovers ACMs while performing the Work, Contractor shall stop the Work in the affected area and give prompt written notice to Customer. Contractor shall not be required to perform any of the Work in areas containing ACMs until Customer has paid for and had all affected areas remediated and provides certification to Contractor of same.

PROJECT SITE CONDITIONS

If the conditions encountered at the Project Site are (a) conditions materially different from those indicated in the this Agreement; or (b) unusual or unknown conditions materially different from those ordinarily encountered or generally recognized as inherent in the Work provided for in the this Agreement, Contractor shall stop the Work in the affected area and give prompt notice of the condition to Customer. Contractor shall not be required to perform any of the Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in this Agreement Price any applicable schedule will be determined as outlined in the section of this Agreement entitled "Changes."

SAFETY

Contractor is not responsible for the safety of persons on the Project Site other than its subcontractors and employees. Customer shall indemnify, defend and hold Contractor harmless from claims for personal injury by persons or entities that Customer has allowed or authorized to be on the Project Site.

CLEAN UP

Upon completion of the Work and prior to Customer's Final Payment, Contractor shall satisfactorily dispose of all rubbish and remove all equipment and materials belonging to Contractor from the Project Site and leave the Project Site in a neat and clean condition. Additionally, Contractor will make every effort to keep dust down to a minimum during construction activities. Contractor is not, however, responsible for cleaning any dust or debris which may have accumulated at the Project Site following normal construction activities.

INSURANCE

Contractor shall maintain commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Before commencing the Work, Customer shall maintain a Builder's Risk Policy upon the entire Project Site for the full cost of replacement of the Work at the time of loss. This insurance will name Contractor as an additional insured. This insurance will be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss, except those specifically excluded by the policy, and shall insurance (a) at least against the perils of fire, lightening, explosion, windstorm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and (b) damage resulting from defective design, workmanship, or material. Customer shall be solely responsible for any deductible amounts or coinsurance penalties. The policy must provide for a waiver of subrogation in favor of Contractor. This insurance must remain in effect until the Final Payment has been made or until no person or entity other than Customer has an insurable interest in the property to be covered by this insurance, whichever is sooner. If Customer does not intend to purchase such property insurance and with all of the coverages in the amount described above, Customer shall inform Contractor in writing prior to commencement of the Work. Contractor may then provide insurance that will protect the interests of Contractor in the Work, and by appropriate Change Order the cost thereof shall be charged to Customer. Additionally, Customer shall either self-insure or obtain and maintain its own liability insurance policy for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses, and expenses arising out of Customer's acts or omissions.

TERMINATION OF CONTRACT

Termination for Convenience: Contractor may unilaterally terminate this Agreement at any time for convenience for any reason, including, without limitation, Customer's failure to timely pay and Customer's failure to timely make decisions relative to the Work.

Termination for Cause: If Contractor does any of the following, Customer may terminate this Agreement for cause:

Fail to timely pay as required herein;

Abandonment or delays in the Work (without Change Order modification);

Default in the performance of any of the obligations, covenants or warranties of this Agreement;

Filing for relief or reorganization under the United States Bankruptcy Code; or

Filing for a receivership or general assignment for the benefit of creditors.

Upon the occurrence of any of the foregoing, Customer shall notify Contractor in writing of the nature of the failure and of Customer's intention to terminate this Agreement or a specified portion of the Work for cause. If Contractor does not cure such alleged default within thirty (30) Days after receipt of notification or fails to provide satisfactory evidence that such alleged default (1) does not exist or (2) will be corrected within a mutually agreed upon (in writing) reasonable time, Customer may, by written notice to Contractor, terminate in whole or in part Contractor's right to proceed with the Work.

If this Agreement is terminated (either for convenience or cause), Customer shall remain obligated to pay Contractor for the value of all Work completed and materials ordered/used as of the date the Work is stopped, plus Contractor's anticipated profit under this Agreement.

IMPAIRMENT OF CREDIT

If Customer is or becomes insolvent, or is unable to pay any debts as they mature, becomes the subject of a bankruptcy, insolvency, or similar petition (whether voluntary or involuntary), or fails to pay any debt arising hereunder to Contractor on time, or if Contractor in good faith doubts the ability of Customer to pay, Contractor may, at its option, either: (a) terminate the Work at any time thereafter, and Customer shall thereupon pay for all of the Work performed and materials supplied to date plus Contractor's anticipated profit; or (b) discontinue the Work until such time as (i) Customer has paid Contractor in full for the Work performed and materials supplied to date, (ii) has agreed to pay Contractor for any additional costs incurred because of such discontinuance, and (iii) upon such other terms or conditions as may be imposed by Contractor to ensure the payment for the Work.

NOISES, FUMES, AND EMISSIONS.

Customer is aware that the performance of the Work produces noise and dust and may result in the emission of fumes, vapors and odors. Customer shall indemnify, defend and hold Contractor harmless from claims from third parties relating to noise, dust, fumes and odors that are emitted during the performance of the Work.

DISPUTES

Any Dispute between the Parties, their spouses, officers, owners, shareholders, directors, employees, successors, members, assigns or agents, arising out of or relating to this Agreement and its performance, including, but not limited to, its meaning, enforceability, changes, payments, warranties, or any other disputed terms, rights or obligations, will be resolved using the following process:

Upon the occurrence of a Dispute, either Party shall provide written notice of a Dispute to the other within fifteen (15) Days after a Dispute arises (a "Notice of Dispute"). A Notice of Dispute must include a description of the nature of the Dispute and the remedy sought by the Party provided notice.

If the Parties cannot informally resolve the Dispute pursuant to (i), then Mediation may be requested by either Party by conveying a written notice to the other Party. The Parties agree that if mediation is commenced, they will make good faith efforts to resolve the Dispute, or as much of it as reasonably possible, through mediation. Mediation will not waive or affect the Parties' obligation to resolve the Dispute by arbitration in the event a full and final resolution is not reached in mediation. Costs of mediation, including the mediator's fee, shall be split equally between the Parties.

All Disputes which are not resolved by good faith discussions or mediation will be resolved by arbitration with an arbitrator mutually acceptable to the Parties, except Contractor, at its sole discretion, may choose to bring an action in the proper circuit court, waiving its right to arbitration. If the Parties cannot agree on an arbitrator, either party may petition the Circuit Court located in the county the Project Site is located for appointment of an arbitrator. Such arbitration will be in accordance with the with the American Arbitration

Association in accordance with its Construction Industry Arbitration Rules then in effect.

If arbitration is undertaken, the arbitrator(s) will have authority to determine procedural and jurisdictional matters including compliance with notice provisions of Wisconsin Right to Cure Laws. The decision of the arbitrator(s) will be binding, final and may be enforced in accordance with Wisconsin Statutes Chapter 788. Should Contractor prevail on any its claims or defenses in the arbitration, Contractor shall be awarded its costs, including filing fees, arbitrator fees, all attorneys' fees (in conformance with Section 11 herein).

The filing of a lien claim will not be considered an election by Contractor to waive its mediation or arbitration rights. Contractor's filing of, or commencement of an action to foreclose a claim for lien is not a violation of the duty to arbitrate, provided that the action is stayed and the claims asserted in the action are resolved by arbitration as provided in this Agreement.

PUBLICITY

Customer shall allow Contractor to display signs at the Project Site during the performance the Work (and afterwards if Customer so permits), and to use Customer's name or logos in advertisements, news releases, professional or trade papers/presentations/websites, reference lists, social media posts, lead sheets or other types of publicity, and to otherwise disclose the existence or content of this Agreement. Customer shall allow Contractor's licensed photographer to access the Project Site with cameras and drones to promote Contractor's business.

NOTICE

Any notices required hereunder must be in writing and may be served personally on the authorized representative of the receiving party at the Project Site, by facsimile, by e-mail, by courier or express delivery or by certified mail.

NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of Contractor. Failure by Contractor to insist upon strict performance of any terms or conditions of this Agreement or failure or delay in exercising any rights or remedies provided herein or by law will not be deemed a waiver of any right of Contractor to insist upon strict performance hereof or any of its rights or remedies in the future.

SEVERABILITY

The provisions of this Agreement are severable. If any provision is determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of this Agreement will continue in full force and effect.

ENTIRE AGREEMENT

All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged and set forth herein. Any changes to this Agreement must be made via written Change Order or amendment and signed by the Parties.

SURVIVAL

All terms, conditions and provisions of this Agreement, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Agreement. This Agreement is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Agreement as set forth in this Agreement.

SECTION HEADINGS

The section headings in this Agreement are intended for convenience only and are not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

APPLICABLE LAW

This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin.

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, OAK RIDGE CONTRACTING INC. HEREBY NOTIFIES CUSTOMER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CUSTOMER'S LAND MAY HAVE LIEN RIGHTS ON CUSTOMER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO OAK RIDGE CONTRACTING INC. ARE THOSE WHO CONTRACT DIRECTLY WITH CUSTOMER OR THOSE WHO GIVE CUSTOMER NOTICE WITHIN SIXTY CALENDAR DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CUSTOMER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. OAK RIDGE CONTRACTING INC. AGREES TO COOPERATE WITH CUSTOMER AND CUSTOMER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

The above specifications, costs, and terms are hereby accepted.

CATHERINE BURNS

DATE