



Date: July 28, 2025

Re: 421 N County Farm Rd
Wheaton, IL 60187

TIPS Contract # 230104

Dear Geoff,

Thank you for considering **Olsson Roofing Company, Inc.** for this important project. We understand that selecting a roofing partner for a complex undertaking like this requires confidence in their capabilities and a proven track record.

Olsson Roofing Company, Inc., boasts unique and extensive experience in successfully handling challenging projects, particularly those involving intricate details and advanced roofing systems like the one proposed. We are eager to bring our deep expertise in commercial roofing and architectural sheet metal to this project, ensuring a solution that not only meets but exceeds your expectations for durability, performance, and longevity.

Our team is committed to delivering exceptional quality and service, and we are confident that our approach will provide the most effective and efficient outcome for your building.



Scope of Work: Silicone Roof Restoration

1. Roof Preparation and Cleaning:

- Thoroughly power wash the entire existing modified roofing system to remove all dirt, debris, loose granules, and contaminants, ensuring a clean and suitable surface for coating application.
- Allow the roof surface to dry completely before proceeding with further work.

2. Wet Replacement (100 ft²):

- Cut and remove roof membrane
- Remove compromised insulation
- Adhere new insulation to match roof height per manufacture specifications
- Install new base sheet over insulation per manufactures specifications
- Apply new cap sheet per manufacture specifications

3. Minor Roof Repairs:

- Conduct a general inspection of the modified roofing system and perform any minor repairs needed to address small cracks, blisters, or surface imperfections prior to coating application. This includes addressing any areas identified during the cleaning process.

4. Base Coat Application:

- Apply a manufacturer-approved base coat across the entire modified roofing system at a rate of approximately 1 gallon per square (100 square feet). This layer will enhance adhesion and provide a uniform substrate for the topcoat.

5. Silicone Topcoat Application:

- Apply a high-performance silicone topcoat at a rate of approximately 3.25 to 3.50 gallons per square (100 square feet) across the entire roof system. This will create a seamless, reflective, and watertight membrane.
- The application will strictly adhere to the manufacturer's specifications for coverage and curing.

6. Debris Removal and Site Cleanup:

- Remove all roof-related debris and waste generated during this scope of work.
- Properly dispose of all materials as required by local regulations.
- Ensure the work area is left clean and tidy upon completion.

7. Safety Compliance:

- All work will be performed in strict adherence to OSHA (Occupational Safety and Health Administration) standards and regulations to ensure the safety of personnel and the property.

8. Warranty:

- Upon successful completion of the project and final payment, a 20-year manufacturer warranty
- Upon successful completion of the project and final payment, a 2-year contractor warranty

The above work is to be completed for the total sum of

\$114,875.00

TERMS AND CONDITIONS

1. **Nature of Work.** Olsson Roofing Company, Inc. (hereinafter referred to as ORC) shall furnish material and labor necessary to perform the construction work described herein or in the referenced contract documents. ORC does not provide design, structural engineering, roof consulting or architectural services, and this proposal and contract shall not be construed as contracting to provide such services. ORC assumes no responsibility for structural integrity, compliance with building codes, or design. It is the Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of vapor or air retarder is needed. If plans and specifications have been furnished to ORC, Customer warrants that they are sufficient and confirm to all applicable laws and building codes. ORC is not responsible for location of roof drains or drainage unless noted otherwise. ORC is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by ORC from what is specified. ORC is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which ORC's roofing Work is installed.
2. **Deck.** Customer warrants that structures on which ORC is to work are in sound condition and capable of withstanding roof construction, equipment and operations. ORC's commencement of roof installation indicates only that ORC has visually inspected the surface of the roof deck for visible defects. ORC is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. ORC is not responsible to test or assess moisture content of the deck or substrate. ORC is not responsible for moisture in the deck or interior affecting the roofing materials.
3. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work no later than the time provided for by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* (hereinafter "the Prompt Payment Act"), after ORC sends its final invoice. Substantial Completion is the stage at which the Work is sufficiently completed that it can be used for its intended purpose. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to ORC by or before the time allotted by the Prompt Payment Act. Unless otherwise agreed on the face of this proposal, Customer shall not withhold retainage. If any retainage is withheld, Customer shall withhold it at the maximum rate of 5%. Final payment shall be made to ORC within the time allotted by the Prompt Payment Act after substantial completion of the Work and receipt of ORC's final invoice. All sums not paid in full when due shall earn interest at the rate provided for by the Prompt Payment Act until paid. A delay by the manufacturer in the processing and formal issuance of manufacturer's warranty document shall not be cause to delay the Customer's payment to ORC. ORC will furnish waivers of lien for payments as requested and agreed upon. ORC's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.
4. **Right to Stop Work.** The failure of Customer to make proper payment to ORC when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle ORC, at its discretion, to suspend all Work and shipments, including furnishing warranty, until full payment is made. The time period in which ORC shall perform the Work shall be extended for a period equal to the period during which the Work was suspended, and the Contract Price to be paid ORC shall be increased by the amount of ORC's reasonable costs of shut-down, delay and start-up.
5. **Insurance.** ORC shall carry worker's compensation, automobile liability, commercial general liability (bodily injury and property damage), and such other insurance as required by law. ORC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's, upon request. Customer shall maintain self-insurance sufficient to cover the total value of the entire Project on a replacement cost basis, plus 25%, including the labor, material and equipment furnished by ORC, covering fire, windstorm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and ORC's equipment is removed from the premises.. To the extent applicable, there shall be a mutual waiver of subrogation to the extent that builder's risk insurance responds to a claim caused by a peril covered by builder's risk insurance.
6. **Indemnity.** ORC shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the Customer and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whatsoever on account of or in any way growing out of the performance of this contract by ORC and its employees because of any act or omission, neglect or misconduct of ORC, its employees and agents, or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for ORC's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the Customer, its officers,

agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. ORC shall likewise be liable for the cost, fees and expenses incurred in the Customer's or ORC's defense of any such claims, actions, or suits. To the extent permitted by applicable law, Customer shall indemnify and hold harmless ORC from all damages, losses, or expenses, including attorney's fees, arising from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to the extent due to the negligence of Customer or the fault of any of its agents, representatives or employees.

7. **Additional Insured.** If Customer requires and ORC agrees to make Customer or others additional insureds on ORC's liability insurance policy, Customer and ORC agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of ORC and is not intended to make ORC's insurer liable for claims that are due to the fault of the additional insured or others.
8. **Working Hours.** This Proposal is based upon the performance of all work during ORC's regular working hours. Extra charges will apply for overtime and all work performed other than during ORC's regular working hours, if required by the customer.
9. **Asbestos and Toxic Materials.** This proposal and contract is based on the assumption that the work to be performed by ORC does not involve asbestos-containing or toxic materials and that asbestos-containing or toxic materials will not be encountered or disturbed during the course of performing the roofing work. ORC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. In the event that such materials are encountered, ORC reserves the right to rescind this contract and receive payment for work performed or suspend its work for a reasonable period of time while the Customer engages a firm specializing in the removal and disposal of asbestos or toxic materials or submit a change order and perform the necessary work for additional compensation. In any event, ORC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. To the extent permitted by applicable law, Customer agrees to indemnify ORC from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
10. **Cleanup & Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior depending on existing building conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. ORC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold ORC harmless from claims from those who were not so notified and did not provide protection.
11. **Deck Repairs & Unforeseen Conditions.** Any work required to replace rotten or missing wood or deteriorated decking to make the deck suitable for roof installation shall be done on a labor and material or unit price basis as an extra unless specifically included in the Scope of Work. Deck repairs or replacement shall be performed as needed to provide an adequate substrate for the roofing materials. Unforeseen conditions that may affect the Work will be reported to Customer and authorization requested prior to permanent repairs being performed.
12. **Roof Projections.** ORC will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to ORC. Penetrations not shown on the plans provided to ORC prior to submittal of this Proposal/Contract or required after installation of roofing shall be considered an order for extra work, and ORC shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.
13. **Changes in the Work and Extra Work.** Customer shall be entitled to submit a written request for ORC to perform changes, consisting of alterations in, additions to or omissions from the Work, provided that any request for such changes shall be made in writing and the total contract price adjusted accordingly. ORC shall not be required to perform any changed or additional work without a written change order. Changes shall not be implemented unless approved in writing by the Parties authorized representative(s). Any penetrations through the roofing to be installed by ORC not shown on the plans provided to ORC prior to submittal of this proposal shall be considered an order for extra work, and ORC shall be compensated for labor and material costs incurred by ORC resulting from such additional penetrations. Any work resulting in a reduction in the scope of work shall be similarly credited to the Customer.
14. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the Work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. ORC is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, ORC's bid is based solely on manufacturer's printed test results. ORC itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
15. **Fumes & Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by ORC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these

emissions than others. Customer shall hold ORC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

16. **Material Cost Escalation and Availability** If materials or equipment which ORC is required to furnish become unavailable either temporarily or permanently subsequent to the executive of this proposal through causes beyond the control and without the fault of ORC, then in the case of temporary unavailability the contract time shall be extended by change order for such period of time as ORC shall be delayed by such unavailability, and in the case of permanent unavailability, ORC shall be excused from the requirement of furnishing such materials or equipment. Customer agrees to pay ORC an increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available. In the event of a substitution resulting in a material cost decrease, ORC agrees to credit Customer for same.
17. **Roof Top Safety.** Customer warrants there will be no live power lines on or near the roof servicing the building where ORC will be working, and that Customer will turn off any such power supplies to avoid an electrocution risk to ORC's employees. To the extent permitted by applicable law, Customer will indemnify ORC from personal injury and other claims and expenses if Customer fails to turn-off power so as to avoid injury to ORC personnel or resulting from the presence of concealed electrical conduit and live electrical power. ORC 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. Customer shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing Contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and, to the extent permitted by applicable law, shall indemnify and hold ORC and its personnel harmless from any personal injury claims resulting from a failure by Customer to do so. ORC is not responsible for the safety of persons on the roof other than its own employees. Customer and general contractor agree to and, to the extent permitted by applicable law, shall indemnify and hold ORC harmless, including attorneys' fees, from claims for personal injury by persons or entities whom Customer or general contractor have allowed or authorized to be on the roof.
18. **Conduit and Materials Attached to Deck.** ORC's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which ORC will be installing the new roof. ORC is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.
19. **Warranty.** ORC's new roofing and re-roofing work will be warranted to ORC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of ORC's standard warranty is attached or, if not, will be furnished upon required. ORC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies its agreement that this warranty shall be and is the exclusive remedy against ORC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials provided pursuant to this contract, Customer shall have recourse only against the manufacturer per the terms and conditions of the manufacturer warranty.
20. **Damages and Delays.** ORC will not be responsible for damage done by others to ORC's work including damage to temporary tie-ins, punctures, cuts and tears in the roof membrane or flashings made by others. Any repairing of the same by ORC will be charged at regular scheduled rates over and above the amount of this proposal, and ORC's time for performance shall be extended for a time sufficient to make such repairs. Neither Party shall not be responsible for loss, damage, penalties or delay caused due to inclement weather or by circumstances beyond its reasonable control, including but not limited to acts of God, pandemics, epidemics, quarantines, accidents, unavoidable casualties, snow, ice dams, fire, adverse weather, vandalism, federal, state or local law, regulation or order, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others. In the event of these occurrences, the Parties' time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work or other performance, and the Parties shall be granted an equitable adjustment in the contract price if additional costs are incurred.
21. **Availability of Site.** ORC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. The raising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary for ORC to perform the roofing work shall be performed by others or treated as an extra. ORC shall not be required to begin work until underlying areas are ready and acceptable to receive ORC's work and sufficient areas of roof deck are available and free from dirt, snow or debris to allow continuous full operation until job completion. The expense of any extra trips by ORC to and from the job as a result of the job not being ready for roof application after ORC has been notified to proceed may be charged as an extra. Customer shall provide to ORC at the worksite sufficient storage room for all materials and reasonable use of such facilities as scaffolding, elevators, and such other equipment as may be available for handling materials. Customer shall permit ORC to use driveways and paved areas leading to or adjacent to the worksite for ORC equipment without liability to ORC occasioned by such use unless the damages are due to the intentionally wrongful or negligent act or omission of ORC, its agents or employees. Customer shall supply to ORC at the worksite: water, power, site security, and clear access to work area.



22. **Tolerances & Product Specifications.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. ORC is not responsible for the actual verification of technical specifications; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
23. **Back Charges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to ORC shall be valid unless previously authorized in writing by ORC **and unless written notice is given to ORC** within five (5) days of the event, act or omission which is the basis of the backcharge. ORC will approve or reject such claims or charges within seven (7) days of notification.
24. **Existing Conditions.** ORC is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by ORC.
25. **Mold.** ORC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly including prompt notice to ORC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, ORC will make roof repairs. Customer is responsible for monitoring any leak areas and for indoor air quality. ORC is not responsible for mold or indoor air quality. To the extent permitted by applicable law, Customer shall hold harmless and indemnify ORC from claims due to indoor air quality and resulting from a failure by Customer to maintain the building in a manner to avoid growth of mold.
26. **Oil Canning.** Metal roofing and wall panels, especially lengthy flat-span sheet-metal panels, often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by ORC. The type of metal roofing or wall panels specified may affect the degree of oil-canning. ORC is not responsible for oil-canning or aesthetics. Oil-canning is not grounds to withhold payment or reject panels of the type specified.
27. **Severability.** If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

License

ORC is licensed with the State of Illinois Department of Registration and Education as a Roofing Contractor; License No. 104-000173.

Standard Exclusions & Conditions

- All wood blocking by others unless specifically noted.
- Overtime Work
- Any temporary work
- Roof deck cuts or structural steel reinforcement by others unless specifically noted.
- All and any carpentry or framing.
- Pricing is based on one complete, continuous operation, and roof being 100% ready.
- All work to be completed in compliance with OSHA safety standards & practices.
- Pricing applicable for 60 days of proposal date.
- Winder conditions; snow removal by others unless specifically noted
- We exclude all temping of roof
- We exclude concrete scan to locate any conduit or tension cables in concrete