

September 16, 2024

DuPage County Public Works 7900 S. Route 53 Woodridge, IL 60517

Attn: Christopher Ludwig

Re: DuPage County Public Works – Roof Restoration

Thank you for the opportunity to address your roofing needs and concerns.

We hereby agree to furnish all labor, materials, and expenses necessary to perform work as specified below and as per the conditions on both sides hereof. This proposal shall be incorporated in and made a part of any additional documents.

Roof Preparation Sections A, B, C

- Remove and dispose of any unwanted debris or vegetation throughout the roof assembly.
- Conduct a thorough inspection of the existing roof system to identify any noticeable deficiencies and make necessary repairs.

Insulation Removal and Installation A, B, C

- Safely remove and dispose of approximately 650 square feet of wet/damaged insulation.
- Furnish and adhere (2) new layers of Ridge Polyisocyanurate insulation set in a low-rise foam adhesive to the structural concrete roof deck to match the existing/surrounding roof makeup.
- Furnish and adhere (1) layer of self-adhering Base sheet over the newly installed insulation.

Roof Membrane Repair and Restoration A, B, C

- Adhere new granulated modified bitumen membrane over repair locations per manufacturer specifications.
- Pressure wash and clean the existing roof assembly to create a sound substrate for maximum adhesion.
- Apply GACO-Patch to all flashing seams and penetrations throughout the roof assembly.
- Apply Gaco A4271 Bleed Trap at 1.0 Gallon per Square
- Apply GACO S-42 High Adhesion Silicone roof restoration over the entire roof system at a rate of 1.25 gallons per square.

Warranty A, B, C

• Upon completion, we will furnish a 10-year manufacturer's warranty.



The above work to be completed for the total sum:

 Section
 A:
 \$14,575.00

 Section
 B:
 \$9,275.00

 Section
 C:
 \$14,575.00

Standard Exclusions & Conditions

- · Interior protection by others unless specifically noted.
- · Any necessary mechanical disconnect(s) as applicable to be by others unless specifically noted.
- · Roof deck cuts or structural steel reinforcement by others unless specifically noted.
- · 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.
- · Winter conditions; snow removal by others unless specifically noted.

Notes:

- No other work than what is referenced herein is included or implied.
- Proposal pending manufacturers approval.
- Any additional or unforeseen work will be billed on a time and material basis.
- Our proposal is based upon adequate access being provided for our crane and material delivery trucks.
- Working hours are figured to be Monday thru Friday during normal business hours (7:00 am to 5:00 pm)

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.

License

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

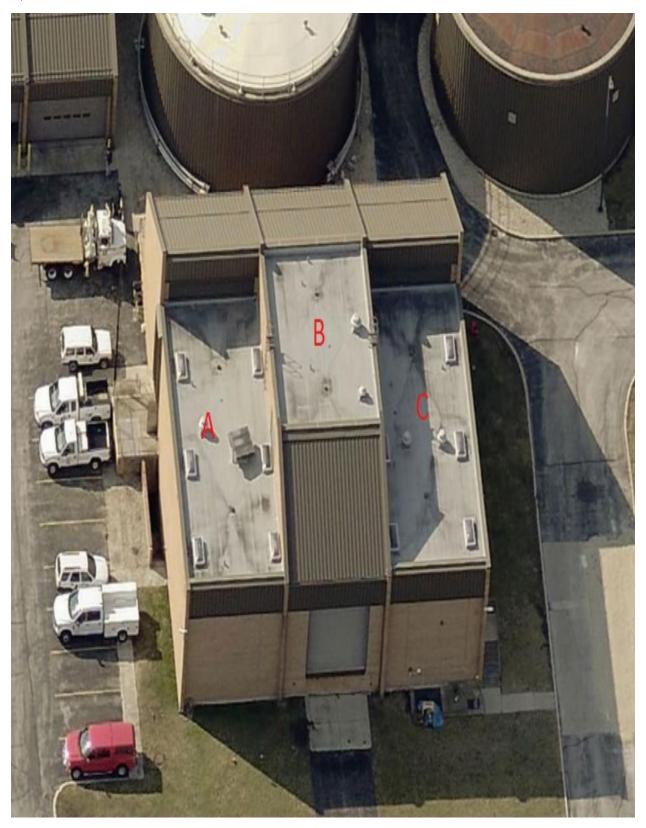
Thank you again for considering Olsson Roofing Company, Inc. for your roofing and architectural metal needs. With our extensive experience and commitment to quality, we're confident we can deliver a superior outcome for your project. Should you have any questions, or require any additional information, please don't hesitate to contact me directly at 630-417-1098 or kdw@olssonroofing.com We look forward to hearing from you soon!

Thank you for your consideration, Sincerely, **Ken Withrow**

Project Manager

OLSSON ROOFING COMPANY, INC.







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 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. 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.
- 2. **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 ten (10) days after substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to ORC by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the amount of materials. Final payment shall be made to ORC within ten (10) days after substantial completion of the Work. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. ORC shall be entitled to recover from Customer all costs of collection incurred by ORC, including reasonable collection, filing and attorney's fees, resulting from Customer's failure to make proper payment when due. A delay by the manufacturer in the processing and formal issuance of the manufacturer's warranty document shall not be cause to delay the Customer's payment to ORC. OC will furnish waivers of lien for payments as requested and agreed upon.
- 3. 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, upon request. Customer shall purchase and maintain builder's risk and property insurance upon the full value of the entire Project, including the labor, material and equipment furnished by ORC, covering fire, 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.
- 4. **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.
- 5. **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 upon five (5) days written notice shall entitle ORC, upon 48-hour notification, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. 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 sum to be paid ORC shall be increased by the amount of ORC's <u>reasonable costs</u> of shut-down, delay and start-up.
- 6. Asbestos and Toxic Materials. This proposal and contract are 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.
- 7. Changes in the Work and Extra Work. Customer shall be entitled to order changes, consisting of alterations in, additions to or omissions from the Work provided that any order for such changes shall be made in writing and the total contract price adjusted accordingly. IRC shall not be required to perform any changed or additional work without a written change order. 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.



8. Warranty. ORC's 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 signified his agreement that this warranty shall be and is the exclusive remedy against ORC for all defects in workmanship furnished by 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 and/or workmanship provided pursuant to this contract. Customer shall have recourse only against the manufacturer per the terms and conditions of the manufacturer warranty.

- 9. Damages and Delays. ORC will not be responsible for damage done by others to ORC's work. Any repairing of the same by ORC will be charged at regular scheduled rates over and above the amount of this proposal. ORC 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, accidents, fire, 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, ORC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
- 10. Site Conditions. ORC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. 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.
- 11. **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.
- 12. **Back Charges.** Back charges or claims for payment of services rendered or materials and equipment furnished by Customer to ORC shall be submitted writing prior to the performance of such work or service. ORC will approve or reject such claims or charges within seven (7) days of notification.
- 13. **Unavailability.** 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.
- 14. **Arbitration.** If at any time, a dispute shall arise between ORC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against ORC alleging any breach of this contract or negligence by ORC must be initiated no later than one (1) year after ORC completed work.