



Date: March 17, 2025

Re: DuPage County Public Works
SWERF
271 Nantucket Drive
Darien, IL 60561
TIPS Contract # 230104

Dear Mr. Chris Ludwig,

Thank you for the opportunity to present our proposal for the roofing project at the SWERF facility. We appreciate you considering our company for this important undertaking.

This bid is a direct result of our recent on-site visit, during which our experienced team meticulously assessed the existing roofing conditions, identified potential areas of concern, and thoroughly understood the specific requirements of your project. We took detailed measurements and documented the existing conditions to ensure our proposal is accurate and comprehensive.

We want to emphasize our unwavering commitment to performing all roofing work in strict accordance with the manufacturer's installation specifications. We understand the critical importance of adhering to these guidelines to ensure the longevity, performance, and warranty of the roofing system. Our team is highly trained and experienced in applying roofing materials and techniques according to the precise instructions provided by the manufacturer. This dedication to quality craftsmanship will provide you with a durable and reliable roofing solution.

Our proposal includes the provision of highly skilled union labor, ensuring that your project is handled by experienced professionals who are committed to safety and quality. We will also supply all necessary materials, sourced from reputable manufacturers, to complete the specified roofing and architectural sheet metal work.

TPO Roof Proposal:

Demolition and Removal

- Cut the existing upper roof system in grids to allow roof to breathe
- Remove and dispose of existing walls, curbs, and penetration flashings.
- Remove all roof membrane from lower "Tank" roof and dispose of
- Remove and dispose of existing roof-related sheet metal.

Roof Insulation

- Mechanically fasten (1) layer of 1.5" polyisocyanurate insulation over the existing upper roof system.

Roof System Installation

- Install a fully adhered 60 Mil TPO roof system according to the manufacturer's specifications on the upper roof section.
- Fully adhere 60 Mil TPO at parapet walls and base flashings per the manufacturer's specifications for a complete watertight installation.
- Fully adhere 115 Fleece back TPO membrane over clean concrete over “Tank” roof in adhesive
- Fully adhere 60 Mil TPO at parapet walls and base flashings per the manufacturer's specifications for a complete watertight installation.

Sheet Metal Installation

- Furnish and install the following sheet metal in 24 GA two-coat standard color:
 - 485 LF box gutter
 - 275 LF of down spout

Warranty

- Upon completion and final payment, we will furnish a manufacturer's 20-year warranty & 2 year contractor warranty

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

\$175,750.00

Sincerely,

Ken Withrow

Olsson Roofing Company, Inc.

Project Manager



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 sixty (60) days after substantial completion of the Work, or if ORC has not sent its final invoice by such time, then Customer shall pay no later than sixty (60) days 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 within sixty (60) days of receipt of ORC's progress payment invoice reflecting the value of Work completed during the preceding month, plus the amount of materials suitable stored for the project, plus the applicable portion of ORC's general conditions costs, including insurance. If any retainage is withheld, Customer shall withhold it at the maximum rate of 10% until 50% of the work is complete, then 5% thereafter. Final payment shall be made to ORC within sixty (60) days after substantial completion of the Work. All sums not paid in full when due shall earn interest at the rate provided for by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, 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 (as statutorily required), automobile liability (\$1,000,000), commercial general liability (\$2,000,000 per occurrence for bodily injury and property damage), employers liability (\$1,000,000), and such other insurance as required by law. All insurance shall be maintained in a Company licensed to do business in the State of Illinois with an *AM Best's* rating of not less than "A." ORC will furnish a Certificate of Insurance evidencing the types and amounts of its coverage's, upon request, and an "additional insured" endorsement naming the Customer as additional insured. Customer is self-insured and shall maintain sufficient self-insurance 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. Except where due to ORC's breach of this Agreement, moneys owed to ORC shall not be withheld by reason of any damage or claim against ORC covered by liability, property or builder's risk insurance. 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.** 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 other damage to the extent due to the negligence of Customer or the fault of any of its agents, representatives or employees. ORC shall fully indemnify, hold harmless, and defend 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 whomsoever on account of or in any way growing out of the performance of this contract by ORC and its employees, or because of any act or omission, neglect or misconduct of the 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 the Contractor'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. The indemnifying party shall likewise be liable for the cost, fees and expenses incurred in the defense of any such claims, actions, or suits. Nothing contained herein shall be construed as constituting a waiver of Customer's defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

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 fault 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. Except in the circumstance where ORC fails to provide Customer advance notice of the area(s) where work is performed, 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. Notwithstanding, Customer shall not give orders to ORC for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed. 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 not attributable to the fault or neglect of ORC.
16. **Material Cost Escalation and Availability.** Roofing materials, steel products, fasteners, insulation, adhesives and freight are currently subject to unusual price volatility due to conditions beyond the control of ORC. If there is an increase in these or other products between the date of this Proposal/Contract and the time when the Work is performed, the Contract Price shall be increased to reflect the additional cost to ORC, upon submittal of written documentation and advance notice. 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. 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 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. To the extent permitted by applicable law, Customer and general contractor agree to and 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. **Limitation of Liability.** IN NO EVENT, WHETHER FOR SERVICE WORK OR RE-ROOFING WORK, SHALL ORC'S LIABILITY TO CUSTOMER FOR BREACH OF CONTRACT OR NEGLIGENCE EXCEED THREE TIMES (3X) THE AMOUNT THE CUSTOMER WAS CHARGED FOR THE WORK.
21. **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. 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, 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, ORC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

22. **Availability of Site.** ORC shall be provided with reasonably 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. Customer shall supply to ORC at the worksite: water, power, site security, and clear access to work area.
23. **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.
24. **Back Charges.** No back charges 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 back charge. ORC will approve or reject such claims or charges within seven (7) days of notification.
25. **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.
26. **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.
27. **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.
28. **Dispute Resolution – Choice of Law and Venue.** The Parties agree that venue for all irreconcilable disputes arising out of either Party's performance under this Agreement will be exclusively in the Circuit Court for the Eighteenth Judicial Circuit in DuPage County, Illinois, and that Illinois law will control. **Severability.** If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
29. **Amendment.** This Agreement may be amended by express written consent of the Parties.
30. **Non-Assignment.** Neither Party may assign their rights or obligations under this Agreement without the prior express consent of the other Party.
31. **No Third-Party Beneficiaries.** The Parties hereby agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including, but not limited to, subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.



32. **Execution in Counterparts.** The Parties may execute this Agreement in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement) and shall become effective when one counterparts has been signed by each of the Parties and delivered to the other Party.
33. **No Waiver by Delay or Omission.** No delay or omission by either Party to exercise any right hereunder shall be construed as a waiver of any such right and each Party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

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
- Raising of units to accommodate the new roof system