

WAUKEGAN ROOFING CO., INC.

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W A T E R

Dated: September 11th, 2013

Quoted To: City of Rolling Meadows Public Works
3900 Berndick Street
Rolling Meadows, IL 60008

Attention: Don Wenzel

Telephone: 847-870-2817 E-mail: wenzel@cityrm.org

Project Name: City of Rolling Meadows North Parking Structure Coating
3600 Kirchoff Road
Rolling Meadows, IL 60008

Thank you for contacting Waukegan Roofing Co., Inc. we are locally owned, financially strong, bonded and insured and licensed by the State of Illinois. This Proposal / Contract is based on the following information as shown below and on the following pages all inclusive:

- The prices set forth in this proposal are good for 15 days from the date shown at the top of this page. Prior to finalizing any proposal documents after that date may be cause for these proposed prices to be increased to reflect the additional material and transportation costs extended to the contractor.
- If additional work is requested or required other than the work described below said work shall be charged as an extra in addition to the Proposal Price shown below.

Scope of Work: Install a new TPO roof membrane and coverboard mechanically fastened with RhinoBond over the existing roof.

- Broom sweep off all loose dirt and debris from the existing roof surface.
- Apply one Layer of ½" woodfiber cover board loose laid per manufacturer specifications.
- Mechanically fasten a 60 mil white reinforced TPO membrane with RhinoBond plates and screws per the manufacturer specifications.
- Install roof perimeter strip (RPS or RUSS) to secure the roof membrane at vertical flashings around the roof perimeter per the manufacturer specifications.
- Install unsupported TPO flashing at three (3) roof top projections and roof perimeters as per manufacturer specifications and/or approval.
- Re-use the existing coping, gutter and gutter edge.
- After all work is completed, inspected, approved and all payments are received, we will provide a 10-year manufacturer warranty and 2-year Waukegan Roofing workmanship warranty.

Combined Proposal Price for the work described above is \$15,000.00

This Proposal / Contract Price is based on the following:

- This proposal, if accepted, is the Contract Document.
- **The prices set forth in this proposal are good for 15 days from the date shown at the top of this page.**
- **Prior to finalizing any proposal documents after that date may be cause for these proposed prices to be increased to reflect the additional material and transportation costs extended to the contractor.**

Duties and Rights of Contractor:

Waukegan Roofing Co., Inc. (herein known as contractor) duties and rights in connection with the specific project address as described on page one herein are as follows:

- Responsibility for and supervision of work:
 - The contractor shall be solely responsible for all roofing and related work under this contract including the techniques, sequences, procedures and give it all the attention necessary for such proper supervision and direction.

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- Furnishing of the tools, equipment, labor and materials:
 - The contractor shall provide and pay for all tools, equipment, labor, material and all other facilities and services necessary for the proper completion of all work specified and described in this contract document
- Clean up:
 - The contractor agrees to keep the work area and adjoining areas in broom clean condition, free of waste material and rubbish caused by their work.
 - All clean up of roofing related debris will be contained onsite on a daily basis and properly disposed of upon completion of all work as described herein.
 - Contractor further agrees to remove all such related debris upon completion of the project together with all tools, equipment and surplus materials and leave the site in broom clean condition.

Insurance:

(A) Our standard Insurance Coverage is included as stated below:

- \$2,000,000.00 General Liability Coverage
- \$1,000,000.00 Automobile Liability
- \$6,000,000.00 Excess / Umbrella Liability
- \$ 500,000.00 Workers Compensation and Employers' Liability

(B) Contractors Liability Insurance:

- The contractor agrees to keep in force at its own expense during the entire period of time required to complete the roofing project described herein such liability insurance as described above to protect them from claims under workers compensation and other employee benefit laws, for bodily injury and death, and such property damage that may arise out of work under this contract, such insurance shall include contractual liability insurance applicable to contractors obligations under this contract. All claims of property damage must be reported to contractor within 5 days after completion of the work described in this contract.

(C) Owners Liability Insurance:

- The owner agrees to maintain in force their own liability insurance during the entire course of this roofing project and reserves the right to purchase such additional insurance as in their opinion is necessary to protect them against claims arising out of the contractors operation

(D) Property Damage Insurance on the work site:

- The owner agrees to maintain at their own expense during the entire course of this roofing project property damage insurance on the work site to its full insurable value including interests of the owner, contractor and subcontractors against fire, vandalism and other perils ordinarily included in extended coverage, losses under such insurance will be adjusted with and made payable to the owner as trustee for the parties insured as their interests appear.

(E) Waiver of work site property damage claims to extent of insurance coverage:

- The owner and contractor hereby waive all claims against each other for fire damages from other perils covered by insurance provided in subdivision (D) of this paragraph.

Terminations and Damages:

- If owner terminates this contract before work has started said owner shall pay contractor 25% of the total contract price as liquidated damages and not as penalty.
- If owner terminates this contract after work has started, owner shall pay contractor that portion of the contract price equal to the portion of the work completed including changes and additions plus a sum equal to 25% of the total contract.

Disclaimer:

- Contractor is not responsible for inability to perform or delays caused by acts of God, labor disputes or strikes, war, riots, weather conditions, material availability shortages, public authorities, or other cause and casualties beyond its reasonable control and delays due to owners conduct.
- All prices and quotes are subject to change without notice on proposals not accepted within 15 days from the date of the proposal.

Guarantee:

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- All work completed by Waukegan Roofing Co., Inc. own employees in conjunction with this contract shall be covered for a period of one (1) year from the date of completion as explained and described in the Waukegan Roofing Co., Inc. Workmanship Warranty a sample copy shall be provided upon request.
- All work to be done in a professional and workmanlike manner
- All materials are warranted to be fresh stock and in usable form for their intended purpose
- The manufacturer of the roofing materials used in the conjunction with this contract shall provide a material warranty to the owner upon request and a sample copy shall be provided upon request.
- If at any time the owner install decks, vents or stacks or has any person or person(s) or contractors perform any work in reference to the roof completed by this Contractor without the expressed written consent of this Contractor, all of the above Guarantees and Warranties shall be null and void.
- Contractor is not responsible or liable for any type of interior damage resulting from a roof leak under warranty and this Contractors sole obligation is limited to providing labor to resolve the roof problem

Conditions:

- Contractor's price and this proposal are based solely upon Contractor's visual inspection of the site. Contractor has not performed scans or testing, including but not limited to infrared scans, nuclear scans, destructive testing or water testing. Contractor has only performed a visual inspection, and cannot guarantee that no additional problems will be discovered once the repairs begin. Owner acknowledges and understands that, after Contractor commences the work, new or additional problems may be uncovered that were not discovered by the Contractor's visual inspection. If such new or additional problems are discovered, the price and time to complete the repairs will be adjusted based upon the reasonable additional costs and time resulting from such problems.
- Proper, safe and adequate jobsite access shall be provided at no cost or expense to Waukegan Roofing Co., Inc. for the duration of time as required to complete this roofing project
- All roofing related materials will be delivered to the jobsite and will be stored on the roof top within a reasonable measure of a safety to the occupants below
- Pricing for this roofing project is based on regular working hours 6:30 am through 3:00 pm Monday through Friday
- This roofing project is to be completed once started in one continuous operation weather permitting
- All existing and / or new roof penetrations, roof curbs, equipment rails and parapet walls shall be in place and 100% ready for the commencement of roofing related work prior to the start of this roofing project.
- No extra work will be completed without receiving prior written approval from the undersigned or undersigned(s) authorized agents and agreeing to pay for the extra work in addition to the amount(s) shown on this contract/proposal.
- Determination of the structural slopes or the structural integrity to accept the roofing system described above is by the building owner
- All OSHA safety requirements for interior safety protection at rooftop openings and opened roof deck is by the building owner
- We have included the following OSHA exterior safety requirements designated by the "National Roofing Contractors Association" in our proposal:
 - Job appointed safety watchman
 - Warning line system (flags and standards)
 - Fall protection where required
 - Protective clothing/hardhats as required

Exclusions:

- Any and all carpentry, roofing, sheet metal, roof deck, masonry or brick, electrical and HVAC work not referenced above
- Furnishing of sheet metal flashings for skylights, roof hatches, mechanical roof mounted equipment curbs or equipment rails, portals or plumbing vent flashings not mentioned above
- Disconnection and / or reconnection of electrical, gas, HVAC condensate lines, unit heater flue pipes, flue pipes of any kind, television, telecommunication, satellite receiver or antennas of any kind not mentioned above

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- Interior clean up of any kind for any reason
- Determination of the structural slopes or the structural integrity to accept the roofing system described above
- All OSHA safety requirements for safety protection of the interior spaces below roof deck at rooftop openings and opened roof deck above
- Any and all demolition work not referenced above
- Testing, removal and disposal of any and all asbestos containing materials
- Building Permits, Payment or Performance Bonds
- Snow or Ice removal

Time and Material Rates/Unit Pricing for Extra Work Requested or Required and Not Specified Above

- Waukegan Roofing Co., Inc. Employee Labor including taxes, fringe benefits, insurance, overhead and profit at \$135.00 per hour per man
- Materials at cost plus 15% markup
- Subcontractors (if any are required) at cost plus 15% markup

Payment Terms and Conditions:

Upon acceptance of this Proposal / Contract as written and agreed to:

- We need to receive back in our office:
 - One complete signed copy of all of the pages of this Proposal
 - Along with your company's appropriate Purchase Order documentation, if required.
- Upon receipt of the signed documents
 - we will invoice you for a deposit equal to 1/3 of agreed Contract price
- Once the deposit is received our office will contact you with the projected scheduled date for your roofing project.
 - It is important for you to understand that projected schedule dates are completely subject to weather and as such the scheduled start date may be moved up or delayed subject to weather conditions and the ability of our crews to finish previously scheduled jobs as projected.
- It is further understood, agreed and accepted that the total balance due including any and all extra charges will be due in full within 5 days of completion of the roofing project as described herein this Proposal / Contract
- It is further understood, agreed and accepted that a Service Charge of 2% per month will be added to all balances not paid within 30 days of their due date.
- If the undersigned fails to pay pursuant to the Terms of this agreement as stated herein and Contractor elects to take legal action to collect any and all amounts owing, the undersigned shall pay all costs incurred by the Contractor including but not limited to:
- Interest expense, attorneys fees, court costs, depositions and transcript costs, sheriff's fees, special process server fees and bond costs.
- This Contract, and all other rights, obligations, liabilities and responsibilities of the parties, shall be governed by and construed in accordance with the Laws of the State of Illinois, and any controversy, claim or dispute arising out of or related thereto shall likewise be determined by recourse only to the courts of Lake County, Illinois or to the federal district court encompassing Lake County, Illinois. The parties acknowledge and consent to the exclusive jurisdiction of said courts, and waive any defenses they may have to jurisdiction or venue.
 - This Contract, and all other rights, obligations, liabilities and responsibilities of the parties, shall be governed by and construed in accordance with the laws of the State of Illinois, and arbitration of any controversy, claim or dispute arising out of the related thereto shall be held in Lake County, Illinois.
- The Owner by making final payment waives all claims except those arising out of
 - Faulty work appearing after substantial completion
 - Work that does not comply with these contract documents
 - Outstanding claims of lien
 - Failure of the contractor to comply with any guarantees or warranties
- All guarantees and warranties are null and void if any and all payments are not made within the contract terms and conditions as stated herein

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- *For your convenience we accept three forms of payment: Cash, Check, and for an additional 3.5% service fee in addition to the Proposal / Contract Price agreed to above, the following credit cards are accepted American Express, MasterCard, Visa and Discover*

We want you to know that all of us at Waukegan Roofing Co., Inc. are dedicated to your total satisfaction and that we know and understand what our role is in the process of maintaining and improving your building.

Respectfully submitted,
Waukegan Roofing Co., Inc.

Keith Colon

Keith Colon
Project Manager and Maintenance Sales

Accepted 9-11 2013

A handwritten signature in black ink, appearing to read "Don Wenzel".

Signature

DON WENZEL - SUPT. OF FACILITIES

Printed Name & Title

Visit our Website www.waukeganroofing.com

RELAX With us you're covered!

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