

PROPOSAL & CONTRACT



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#23-134
PROPOSAL & CONTRACT

November 5th, 2023

Kreiling Roofing Co. (hereinafter referred to as "KRC") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as the "Work") described herein for:

OWNER/CUSTOMER: Marshall County

ADDRESS: 122 N. Prairie St. Lacon, IL 61540

PROJECT: Marshall County Courthouse Facility- Roof Replacement on Upper Flat Roof

A. SCOPE OF WORK (500 Sq FT Roof Replacement EPDM)

1. Set up job in compliance with OSHA standards for safety and fall protection. Protect grounds and landscaping at all times. Secure a safe entry way for employees daily activities during the re-roof process.
2. Tear-off existing membrane roof system down to wood deck, inspect roof deck, any deck repairs if needed will be done on a T&M basis in addition to the base price listed below. (\$2.89 per LF 1x6)
3. Mechanically fasten new 1.5" polyisocyanurate base insulation over wood deck..
4. Install fully adhered 60 MIL EPDM roof system per manufacturers specifications for 20-year warranty system
5. Flash edge and termination per manufacturers specifications.
6. Custom fabricate new 24 gauge pre-finished steel transition flashing at shingle roof and new metal edge. Color TBD on accepted proposal.
7. Clean up all debris and haul away,

** Price Includes Aerial Lift rental Fees to access roof and 40 ton crane rental fee to hoist materials and debris**

B. CONTRACT PRICE: KRC shall perform the Work for **\$12,769.00** Dollars, in current funds.

***** Illinois Sales Tax is Exempt**

Payment of the Contract Price shall be paid as follows: 30% down on accepted proposal. Net due upon completion of job.

C. TERMS AND CONDITIONS: The terms and conditions set forth on the reverse side are a part of this proposal.

D. This Proposal is subject to revision or withdrawal by KRC for any reason until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by KRC has occurred. This Proposal expires thirty (30) days after the date stated above if not earlier accepted or withdrawn.

By: Tony West

Title: Estimator

A handwritten signature in black ink, appearing to read 'Tony West', is written over the printed name.

Jill Kenyon

From: Tony West <twest@kreiling.com>
Sent: Monday, November 6, 2023 2:58 PM
To: Jill Kenyon
Subject: Reroof estimate
Attachments: Commercial Proposal Terms.pdf; Marshall County Courthouse.pdf

Thanks for having us look at the roof please call if you have any questions

Tony West
Service Superintendent
2335 W Altorfer Dr
Peoria, IL 61615
Office: 309-673-3649
Cell: 309-229-0483

TERMS AND CONDITIONS

- 1. Nature of Work.** Kreiling Roofing Co. ("KRC") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. KRC does not provide design, engineering, consulting or architectural services. It is the Owner'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 a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to KRC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. KRC 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 KRC from what is specified. KRC 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 KRC's roofing work is installed.
- 2. Deck.** Customer warrants that structures on which KRC is to work are in sound condition and capable of withstanding roof construction, equipment and operations. KRC's commencement of roof installation indicates only that KRC has visually inspected the surface of the roof deck for visible defects. KRC 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. KRC is not responsible to test or assess moisture content of the deck or substrate.
- 3. Asbestos and Toxic Materials.** This proposal is based on KRC's not coming into contact with asbestos-containing or toxic materials ("ACM"). KRC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. KRC shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify KRC from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
- 4. 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 within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to KRC by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month or at such rate as permitted by Illinois law. KRC shall be entitled to recover from Customer all costs of collection incurred by KRC, including attorney's fees, resulting from Customer's failure to make proper payment when due. KRC's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.
- 5. Right to Stop Work.** The failure of Customer to make proper payment to KRC when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle KRC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which KRC 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 KRC shall be increased by the amount of KRC's reasonable costs of shut-down, delay and start-up.
- 6. Insurance.** KRC shall carry worker's compensation, automobile and commercial general liability insurance. KRC will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, including labor and materials furnished by KRC, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed work until the job is completed and accepted. Moneys owed to KRC shall not be withheld by reason of any damage or claim against KRC covered by liability, property or builder's risk insurance.
- 7. Additional Insured.** If Customer requires and KRC agrees to make Customer or others additional insureds on KRC's liability insurance policy, Customer and KRC 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 KRC and is not intended to make KRC's insurer liable for claims that are due to the fault of the additional insured.
- 8. Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. KRC 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 tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold KRC harmless from claims of tenants who were not so notified and did not provide protection.
- 13. Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.
- 14. Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by KRC. 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 KRC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
- 15. Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of KRC. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing KRC, upon submittal of written documentation and advance notice.
- 16. Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to KRC shall be valid unless previously authorized in writing by KRC and unless written notice is given to KRC within five (5) days of the event, act or omission which is the basis of the backcharge.
- 17. Roof Top Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where KRC will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to KRC employees. Owner will indemnify KRC from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to KRC personnel or resulting from the presence of concealed electrical conduit and live electrical power. KRC 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. Owner 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 KRC and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. KRC is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold KRC harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.
- 18. Conduit and Materials Attached to Deck.** KRC'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 top side of the roof deck upon which KRC will be installing the new roof. KRC 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. Availability of Site.** KRC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. KRC shall not be required to begin work until underlying areas are ready and acceptable to receive KRC's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by KRC to and from the job as a result of the job not being ready for the Work after KRC has been notified to proceed will be charged as an extra.
- 20. Warranty.** New roofing and re-roofing work will be warranted by KRC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of KRC's standard warranty is attached or, if not, will be furnished upon request. KRC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against KRC. 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 alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.
- 21. Existing Conditions.** KRC is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by KRC.
- 22. Mold.** KRC and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to KRC if Owner believes there are roof