



1330 W. Irving Park Road • Bensenville, IL 60106  
630.595.8020 **ph** • 630.595.5686 **fax**

siding • windows & doors • roofing • gutters

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# COMMERCIAL ROOFING PROPOSAL

**Prepared For:**

Edgebrook Community Church

**Location:**

6736 N Loletta

Chicago, IL

**Prepared By:** Jim Olsen

**Date:** 6/27/2017



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August 2, 2017

To Whom It May Concern:,

Thank you for taking the time to talk with me and giving me the opportunity to provide you options for your roofing project. I would briefly like to tell you about Krumwiede Roofing & Exteriors and why we are the best choice for your roofing project.

Krumwiede Roofing & Exteriors has a Liability Insurance policy with Frankenmuth Insurance that provides \$2,000,000.00 per occurrence. All of our employees are covered by workers compensation insurance provided by the Continental Indemnity Co. (policy #46-883384-01-01) so that you will not be exposed to any liability should any of our employees be injured while on your job.

Krumwiede Roofing & Exterior Company has been certified by several roofing manufactures as one of their Best of the Best roofing contractors.

- **CertainTeed Material Corporation- Select ShingleMaster**
- **GAF Materials Corporation – Certified Weather Stopper Roofing Contractor.**
- **GAF Materials Corporation- Master Commercial Roofing Contractor**
- **DaVinci Roofscapes - Masterpiece Contractor**
- **Gaco Western- Qualified Applicator Level 1,2 &3.**
- **We are members of Chicago Roofing Contractors Association (CRCA)**
- **We are members of Certified Contractors Network (CCN)**
- **We are members of Better Business Bureau (BBB)**

As a legitimate and dependable roofing company, we maintain these affiliations and certifications to provide you with the highest level of confidence and customer service.

Our estimators are knowledgeable in product differences and quality. Our roof mechanics are qualified Master Shingle Applicators (MSA), and attend pre-approved on-going training to keep them up to date on the latest technological advances in the roofing industry including the local building codes, the Long Term Warranty specifications as well as the National Roofing Contractors Association specifications.

With a permanent place of business and over 61 years in the roofing trade, we take pride in our quality workmanship and the specialty services offered to our clients.

***We do it right – we do it by the book – or we don't do it at all***

Very Truly Yours,

Jim Olsen

## Roof Evaluation:



- Existing roof has two layers on a concrete deck.
- First layer is a BUR roof mopped to the concrete decking.
- Second layer layer has 2.5" ISO insulation with a BUR roof that has gravel ontop.



- Existing roof has aged and showing signs of weakness.
- Voids and blisters in roof are beginning to show throughout the roofing system.



- There is a conduit box that is stuck to the roof that needs to be replaced and set at minimum 6" for proper roofing application.



- There are two interior scupper boxes coming from the roof.
- These scupper boxes will need to be customer fabricated to fit new roofing system.



- If customers decide to re-roof only half roof we will install a expansion joint to connect the old roof with the new.



*This project has been specified in accordance with local building codes, industry standards and manufacturer specification requirements. All work will be installed by certified craftsmen to assure qualification for the long term roofing warranty.*

**We at Krumwiede Roofing & Exteriors Company understand that for most people this may be your first experience with roofing your building. With that in mind, we want to offer you this list of “*what to expect*” during your roofing project. We hope this will help to avoid any confusion or problems before, during and after we arrive to complete your project.**

### SCOPE OF WORK TO BE PERFORMED

#### GAF TPO RE-COVER

- REMOVE ALL WALL FLASHINGS, TERMINATION BAR, PIPE FLASHINGS TO PREP FOR NEW ROOFING SYSTEM.
- REMOVE LAST APPLIED ROOFING SYSTEM LEAVING THE ORIGINAL IN TACT.
- ALL PERIMETER METAL SNAP ON FASCIA WILL BE REMOVED AND RE ASSEMBLED WHEN ROOFING PROJECT IS COMPLETED.
- INSTALL ONE LAYER OF 1” ISO INSULATION WILL BE FULLY ADHERED TO THE EXISTING ROOF USING 3M CR-20 LOW RISE FOAM ADHESIVE.
  - 3M WILL PERFORM A PRE-CONSTRUCTION PULL TEST TO ENSURE FULL ADHESION BEFORE ROOF COMMENCE.
- WE WILL THEN FULLY ADHERE NEW GAF TPO TO INSULATION USING MANUFACTURER’S BONDING ADHESIVE.
  - ALL FIELD SEAMS WILL BE HEAT WELDED USING A LIESTER ROBOT WELDER.
- USE GAF PRE-FABRICATED FLASHINGS FOR ALL PENETRATIONS, PIPES, AND PROTRUSIONS ON ROOF.
- ALL PITCH PANS WILL BE FILLED WITH POURABLE SEALANT.
- INSTALL TERMINATION BAR AND COUNTER FLASHING TO FASTENED ALL VERTICAL WALL FLASHINGS.
- INSTALL NEW VERTICAL WALL SCUPPER DRAIN TO ALL DRAINS THAT ARE NOT SALVAGABLE AND DETERIORATED.
- NEW TPO SLIP SHEETS WILL BE INSTALLED UNDER ALL HVAC UNITS.
- ALL TPO ACCESSORIES WILL BE INSTALLED WHERE AS NEEDED AND AS PER MANUFACTURER SPECIFICATIONS.
- CAULK AND SEAL TO PROVIDE WATER TIGHT SYSTEM.
- HVAC UNITS TO BE DISCONNECTED BY OTHERS IF NEEDED TO PROPERLY INSTALL NEW ROOFING SYSTEM.



## General Specifications:

1. At the end of each day, the working area will be made watertight to protect the building from **normal** weather conditions.
2. The work area will be cleaned of all roofing debris during and broom cleaned after job completion.
3. The work area will be magnetically swept to pick-up any left-over nails after job completion.
4. All gutters pertaining to the work area will be cleaned of all debris after job completion.
5. All work performed by Krumwiede Roofing & Exteriors Company will be in accordance with manufacturer's recommendations and guidelines set by the Chicago Roofing Contractors Association (CRCA) and the local building codes.
6. Krumwiede Roofing & Exteriors Company extends to its customer's a **(2) year workmanship warranty** to supplement any applicable manufacturer's warranty programs only on the roof.

## Job Site Preparation/Terms:

Krumwiede Roofing & Exteriors Company "Property Protection Measures" will be implemented throughout the job.

1. Krumwiede Roofing & Exteriors Company will provide a container for the disposal of roofing materials. We will need to locate and prepare a convenient place for the container. All employees must be aware of dumpster location, and must keep clear.
2. Krumwiede Roofing & Exteriors Company may require the full use of your driveway during the course of your roofing project. **Extra charges will be assessed if use of the driveway is not permitted prior to or during the course of the job.** It will also be necessary to have access to an external electrical power source.
3. Krumwiede Roofing & Exteriors Company will make every attempt to protect the siding, windows, doorways, porches, decks, patios, and surrounding grounds and shrubbery with tarps and/or plywood. Due to the large amount of debris being removed, **there are times when damage may occur.** If there is a particular tree or bush that you wish to protect, please note below under "special requests" prior to the start of your project. **However, Krumwiede Roofing & Exteriors Company will not be held responsible for damage to landscaping.**
4. Krumwiede Roofing & Exteriors Company recommends that prior to start of the job that you remove or secure all fragile or irreplaceable items on walls and ceilings that could be disturbed or damaged during the job. **Krumwiede Roofing & Exteriors Company cannot be held responsible for damage to said items.**
5. Krumwiede Roofing & Exteriors Company recommends all tenants be prepared for roof construction. There may be debris falling into units. **We cannot be responsible for any debris falling into units from roofing construction.** If you would like us to provide interior protection services please inform us before approving this proposal so we can take the necessary actions.
6. Krumwiede Roofing & Exteriors Company will make every attempt to protect the gutters, downspouts, awnings and trim from damage by removal of the old roofing materials. Please be aware that there may be times when minor damage or marring may occur, as we cannot guarantee it will not. There are times when siding, awnings, wood or aluminum trim or gutters may need to be removed to continue the roof work required. **Should we be required to remove and/or replace said items; there will be a extra time & material charge of \$65 per man hour plus materials.**
7. Disconnecting or reconnecting air conditioning units, heating units or antennas or damage to wiring or pipe connections to the above, nor are we responsible for any damage to air conditioners or heating units or connecting pipes or wiring if the units are lifted off the roof in order to apply roofing under these units. –OWNERS RESPONSIBILITY-
8. Krumwiede Roofing Co., Inc. must be notified when the roof we completed is going to be altered or cut into to make sure that it is watertight. Warranties or guarantees are null and void if not notified and inspected.
9. **Any existing skylights not replaced with new are not covered under manufacturer or workmanship warranty.**
10. Ponding or standing water on flat roofs because of deflection and insufficient slope.
11. Any damage to electrical conduits, electrical pipes, plumbing pipes, and HVAC pipes/duct work directly under the roof deck.



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12. Any electrical pipes that are below the roofing system, but on top of the roof deck and are not perceptible or those we are not informed of, prior to roofing being torn off. When mechanically fastening insulation or membrane screws may penetrate any pipes in the rib of decking. This is unforeseen and disrupts the work flow of roofing. Please notify us of any unknown pipes or electrical conduits in the ribs of decking.
13. For interior damage during roofing tear off, due to onset of sudden storms or other acts of nature.
14. Any debris or material falling/ blowing from roof.
15. Cracks in drive-way/parking lot due to access to the job site, during roofing operations.
16. Krumwiede Roofing & Exteriors Company will remove and/or replace antennas, cables, satellite dishes, cupolas, and any other electronic devices to accommodate continuation of the scope of work contracted. We are not responsible for satellite dish/communications movement due to roof. **We cannot be held responsible for operating condition or damage to said items after replacement. Television or satellite reception, all cabling, wiring and hardware are the responsibility of the homeowner**
17. Krumwiede Roofing & Exteriors Company will not be held responsible for poor appearance or damage due to a pre-existing condition. Examples of such conditions would be: gaps in siding due to multiple layers of roofing being removed, damage to siding due to improper flashing work prior to job, etc. We cannot be held responsible for nail pops in drywall or ceilings due to normal roof application during the course of the job.
18. Krumwiede Roofing & Exteriors depending on roofing system will have to mechanically fasten new roofing system through the decking. At times there may be electrical, water, gas pipes between ribs of decking. Owner must be aware of the interior pipes and must notify Krumwiede Roofing & Exteriors before work commences. However, we cannot be held liable for any pipe damage.

## **Additional Cost:**

1. **Inspect entire roof deck before the installation of the new roofing product, re-nail protruding roof nails and clean the roof deck to allow for a smooth surface for the installation of the new shingles.**
2. **Replace rotted or damaged roof boards (wood nailers) at \$10.50 per linear foot. (extra)**
3. **Replace rotted or damaged fascia boards at \$12.00 per linear foot. (extra)**
4. **Replace rotted or damaged plywood or OSB at \$150.00 per 4x8 sheet. (extra)**
5. **Metal deck panel. \$8.50 per square foot**
6. **Any replacement of rotted or damaged framing or finishing lumber charged at a time & material basis.**
7. **Tuck point \$20.00 per SqFt**
8. **Replace 7'x3' gypsum decking with new @ \$875**
9. **Unforeseen protrusions that must be altered to tie in to comply with manufacturer specification will be an extra charge. (TBD)**  
**Labor will be charged at a rate of \$65 per man hour plus materials. (extra)**

Krumwiede Roofing & Exteriors Company will notify the customer prior to proceeding with the above additional work.

## 1.5" GAF ENERGY GUARD POLYISO INSULATION:

We will be applying GAF 1" GAF Energy Guard PolyIso insulation on top of the existing roof system. Insulation will be mechanically fastened staggered onto the decking.

### Advantages:

- High insulation value — Excellent "LTTR" value compared to any other FM Class I rated products of equivalent thickness.
- Environmentally safe — Uses EPA accepted blowing agents.
- Light weight — Lighter than most other insulating products offering comparable thermal resistance; as much as five times lighter in weight than many other materials with the same R-value.
- Low water permeability — lower overall perm rating than many conventional insulation boards.
- High moisture resistance and no capillarity; is stable and maintains its physical and insulating characteristics.

# EnergyGuard™ INSULATION

See The Difference!

GAF EnergyGuard

Major Competitor

**86%** of contractors agree (**42% strongly**) that the flatness/smoothness of an ISO board affects the finished appearance of the top membrane

## **3M CR-20 LOW RISE FOAM ADHESIVE:**

*Due to the existing decking being a gypsum deck and the condition it is in, Krumwiede highly recommends using a non mechanically fastening system. This system is recommended by GAF and will fully adhere the insulation to the existing roof.*



## **GAF TPO ROOF MEMBRANE:**

**Furnish and install GAF TPO as per manufacturers specifications and in accordance with the selected material and warranty guidelines.**

All seams and protrusions will be heat welded to form a continuous seam. TPO will be fully adhere to the insulation using GAF bonding adhesive.

- Krumwiede Roofing & Exteriors Company will snap chalk lines where necessary, and as often as necessary to keep the rolls aligned.
- Every corner of the perimeter of building will receive a picture frame fastened system as per manufacturer specification.
- GAF TPO 10x100 will be installed into the field of entire roof.



## TPO Protrusion Flashing:

***All flashings will be installed according to the manufacturers approved specifications at the following locations:***

GAF manufactures all detailed protrusions on roof. This prevents any human error when tying in new detail membrane. All details will be heat welded together to form a continuous seam.

- All HVAC curbs will receive outside corner pieces.
- All plumbing stacks and HVAC conduits will receive new pre-formed fitted boot.
- All heat stacks and wide protrusions will receive new split pipe boots.



## Final Roof applications for completion:

- Apply Cut Edge Sealant to all cut edges on TPO Membrane and TPO accessories.
- Apply Water Block sealant to all drains, protrusions, and parapet wall flashings.
- Apply High quality exterior caulking where as necessary.





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**20 YEAR LABOR AND MATERIAL (NDL) WARRANTY**

The advertisement features the EverGuard logo on the left, which includes a lightning bolt icon. To the right, the number "60" is displayed in a large, white font, with "MIL" in a smaller font to its right. Below the "60 MIL" is the text "Single-Ply TPO Roofing Membrane". On the left side of the advertisement, there is a list of application types: "Suitable for use in all types of single-ply systems: Mechanically Attached, Fully Adhered, and Ballast Applied".

**EverGuard**

Suitable for use in all types of single-ply systems:  
Mechanically Attached,  
Fully Adhered, and Ballast Applied

**60** MIL  
Single-Ply TPO  
**Roofing Membrane**

*Family owned and operated since 1953*



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**EDGEBROOK COMMUNITY CHURCH 6736 N LOLETTA AVE, CHICAGO, IL**

This Proposal is based upon current material and labor cost. This Proposal may be withdrawn if not accepted within thirty (30) days.

OPTIONS & ACCESSORIES	Quantity	INVESTMENT
WHOLE ROOF LOWER SECTION COMBINED <ul style="list-style-type: none"> <li>60MIL GAF TPO</li> <li>20 YEAR LABOR AND MATERIAL WARRANTY</li> </ul>		\$49,231
1/3 DUE UPON SIGNED ACCEPTANCE		
1/3 DUE UPON JOB START (MATERIAL DROP OFF/JOB START)		
1/3 DUE ON SUBSTANTIAL COMPLETION		
BALANCE DUE UPON SUBSTANTIAL COMPLETION; WARRANTY WILL BE AWARDED AFTER PROJECT IS PAID IN FULL. PLEASE ALLOW 30 WORKING DAYS TO RECEIVE MANUFACTURER WARRANTY.		

**ACCEPTED AND AGREED:** The prices, specifications and conditions contained herein this Agreement are satisfactory and hereby accepted. You are authorized to perform the work as specified.

**(MUST BE SIGNED BY ALL OWNERS)**

**NOTE\*\* THERE WILL BE NO WARRANTY ON EXISTING SKYLIGHTS IF NOT REPLACED WITH NEW.**

Replace Skylights: YES  NO

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT CONSULTANT: \_\_\_\_\_ DATE: \_\_\_\_\_

**AGREEMENT IS NOT FULLY EXECUTED UNTIL SIGNED BY A LICENSED SALES PERSON THAT IS CURRENTLY EMPLOYED BY KRUMWIEDE ROOFING & EXTERIORS COMPANY, INC.**

We at Krumwiede Roofing & Exteriors Company would like to thank you in advance for this opportunity to review and prepare this proposal for your home. We are totally committed to providing "100% Customer Satisfaction" before during and after your roofing project. We have taken pains to make sure this proposal is suited to meet your needs for now and in the future. Please call me at your convenience if you have any questions at all. We look forward to working with you.

**\*\*Permits\*\*:** PERMITS ARE NOT INCLUDED IN THE PRICE

*All applicable permits & inspection fees pertaining to job will be applied for & obtained by Krumwiede Roofing & Exteriors Company for the scope of work being performed in their respective township, city or village. Permits for roofing projects are a requirement in certain townships or municipalities by local building codes. We are willing to expedite the building permit on your behalf. You will be responsible for the price of the building permit, plus a min. \$75.00 procurement fee for one stop pick up and a \$125.00 procurement fee for a multiple stop pick up per permit issued.*



## TERMS AND CONDITIONS

- Agreement:** This Agreement is between Krumwiede Roofing & Exteriors Company, Inc. (the "Company") and the homeowner (the "Owner") and/or their agents. The Company agrees to do the work (the "Work") contained herein for the Owner. ***The Work shall not include testimony in court for any reason.***
- Payment of Funds and Deposit:** Owner hereby agrees to pay Company for the Work in cash equivalents, unless otherwise agreed upon in writing. Owner agrees to pay Company a deposit of 33% at the time of the execution of this Agreement, 33% due at half completion with the balance due either upon the Completion Date as defined herein or upon Substantial Completion as defined herein. Substantial Completion shall mean if only certain minor items of Work are incomplete; the cost of those items may be withheld from the final payment at the Owner's option until such items are completed. No jobs will be scheduled or started without a deposit without management approval. All payments made pursuant to this Agreement shall only be made to Company.
- Late Payment / Service Charge:** Any funds owed greater than 30 days beyond the Completion Date are subject to a service charge of one and one-half percent (1½ %) per month on the unpaid balance.
- Work Schedule:** All details of job (shingle style & color, aluminum colors, deposit etc.) must be finalized **prior** to being placed on our schedule. Company agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. Company shall commence Work approximately within 30 days of delivery of materials, allowing time for reasonable delays of which Company is not responsible. The Company is responsible for establishing scheduling and sequencing of the Work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, strikes, lockouts or other causes beyond Company's control. No compensation will be given if project needs to be rescheduled for any reason.
- Wind:** Due to unpredictable weather working conditions, any debris during tear off, re-siding, re-roofing, window installation/removal and other exterior work that damages property due to high winds Krumwiede Roofing & Exteriors cannot be held responsible.
- Snow:** During winter season Krumwiede Roofing & Exteriors cannot be held responsible for wind driven snow that enters through any roof ventilation units (ridge vents, slant back vents, plumbing stacks, bathroom vents, kitchen vents or any other exterior ventilation).
- Nails:** Krumwiede Roofing & Exteriors uses a magnetic roller to pick up as many nails as possible, however during exterior construction nails will be hidden, buried or stuck into the ground. Krumwiede Roofing & Exteriors cannot be held responsible for any unforeseen or left over nails after job is completed.
- Ice Damming:** Ice and water shield prevents ice damming from entering the home. Ice and water shield does not eliminate ice damming.
- Skylights:** If existing skylights are not replaced with the new roofing system, Krumwiede Roofing & Exteriors will not warranty the existing skylights even if the existing skylights are replaced with a new flashing kit.
- Job situations:** Please dispute any job concerns with production manager or salesman. Installers are there to perform work and not to discuss job changes or disputes with home owners.
- Dumpsters:** If Krumwiede Roofing & Exteriors must use a third party to place a dumpster on driveway, Krumwiede Roofing & Exteriors cannot be held responsible from damage from dumpster, oil spills, or any other problem or damage from dumpster services. Krumwiede Roofing & Exteriors can provide upon request dumpster service contact information.
- Material Drop off:** Krumwiede Roofing & Exteriors cannot be held responsible for tire tread marks or damage to driveway due to material drop off by distributors. Krumwiede Roofing & Exteriors can provide upon request dumpster service contact information.
- Cold Weather Applications:** When shingle roofing is installed in autumn to late spring asphalt shingles may not lay flat on roof slope. This is a normal process and asphalt shingles will relax and adhere once warmer climate returns. If owner needs additional information, Krumwiede Roofing & Exteriors can provide you with manufacturers contact information.
- Granules:** After new asphalt roofing is installed there will be excess granules run off in the gutters, downspouts and landscaping. This is a normal, asphalt shingles are shipped with extra granules for handling and installation. If owner needs additional information, Krumwiede Roofing & Exteriors can provide you with manufacturers contact information.
- Siding Removal:** If existing siding is being removed and existing windows are not. Krumwiede Roofing & Exteriors cannot be held responsible for window leaks.
- Chimney:** Krumwiede Roofing & Exteriors cannot be held responsible for leaks protruding into chimney due to neglect to chimney (deteriorated mortar, cracked bricks, broken chimney cap ect.).
- Disconnecting or reconnecting air conditioning units, heating units or antennas or damage to wiring or pipes connections to the above, nor are we responsible for any damage to air conditioners or heating units or connecting pipes or wiring if the units are lifted off the roof in order to apply roofing under these units. -owners responsibility-
- Materials:** Company shall provide necessary labor, materials, and sales tax on materials to complete the Work as specified. Company shall not be responsible for an exact match of any materials, including but not limited to, roofing, siding, metal work, and shingle shading. All materials shall remain the property and title of the Company until fully paid by Owner. All surplus materials shall remain the property of the Company unless, at Company's option, turned over to the Owner upon the completion of the Work. Company is not responsible for replacement of any lumber, sheathing, trim or rotted wood, or replacement parts in excess of the agreed amount unless specified in



this Agreement. The Company may, in its own discretion, substitute materials to be used in the Work. If determined by Company, during the performance of the Work, that additional labor and materials are required beyond what is specified in this Agreement in order to complete the Work, the cost for the additional labor and materials will be borne by Owner.

19. **Changes in Contract:** The Owner hereby expressly authorizes any of his joint signatories, if there be any, or any of his agents, servants, employees, attorneys-in-fact, or personal representatives to execute and deliver to the Company any written additional change order (hereinafter the "Change Order") and any other documents necessary to consummate this Agreement, which shall be binding and conclusive on said Owner. Owner hereby acknowledges that any Change Orders, requested by Owner and approved by Company pursuant to this section of this Agreement, shall be paid as per the terms of the Company's Change Order policy. Any changes made to this Agreement as required by regulatory agencies will be at additional cost to the Owner, unless such changes or additions are cited in this Agreement. Furthermore, by signing below, Owner acknowledges that no change has been made to this Agreement by any salesperson or other agent of Company on behalf of Owner.
20. **Owner Responsibilities:** Owner warrants to Company that he is the legal owner of the Property. Owner agrees to provide to Company at no charge, electric power and water for construction purposes. Owner acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing Property. The debris generated from this Work and related procedures may cause inconvenience or discomfort which is normal construction wear and tear conditions, and not Company negligence and may include, but is not limited to, interior wall cracks, flaking of wall paint, debris falling into an attic, disturbance to shrubbery and lawns, small divots in the driveway from equipment such as roll-off trash containers and dump truck. As a precaution, Owner shall remove from walls or ceilings, items such as, but not limited to, chandeliers, paintings, and plates. Owner shall lock away or secure other items of value in or on the Property. Owner shall make him available during construction for clarification of specifications, approval of additional Work and to provide adequate access to the Property as may be required.
21. **Cancellation of Agreement:** Should Owner cancel this Agreement for any reason prior to the Rescission Date of this Agreement, Company shall return to Owner all payments made under this Agreement within ten (10) days of receipt of the Notice of Cancellation of this Agreement which is incorporated herein and made a part hereof. If the Agreement is breached thereafter without consent of the Company, liquidated damages of 20% of the cash price of the Work, plus a proportionate share of all Work already performed will be due the Company. To cancel this Agreement, mail or deliver a signed and dated copy of the Cancellation Notice or other written notice to the Company at its address noted on this Agreement no later than midnight of the third business day from the date of this Agreement.
22. **Default:** Owner shall be in default of this Agreement at any time if he does not tender payments as listed in section 2 & 6 of this Agreement. Upon Owner's default, the Company may immediately discontinue Work and the entire balance shall be immediately due and payable. Waiver or indulgence of any default shall not operate as a waiver of any other default on future occasions.
23. **Attorneys' Fees:** In the event that legal proceedings are instituted for the recovery of the unpaid Agreement price and any additional charges due, the Owner agrees to reimburse all actual costs, expenses and attorneys' fees incurred by the Company.
24. **Company Warranty:** In order for any warranty to be effective against Company or any other party, Owner must: (1) have paid all sums owed to Company under this Agreement and any applicable Change Orders; (2) provide by immediate (or 10 days) written notice, by certified mail, to Company upon discovering any defect or failure of the Work performed and; (3) not allowed any third party to, in any way, alter or repair any of the Work performed by Company. Company shall provide Owner with a warranty against defects in workmanship for a period contained herein from the Completion Date. Material warranty shall be limited to manufacturer's warranty of materials. Company does not warrant the material or labor of items such as, but not limited to; caulking materials, sealant, reflective coatings, painted surfaces, metal materials, or the possible failure of these items. Company's warranty is only effective if gutters are properly cleaned and maintained at least twice a year. Normal maintenance and care of Work installed is the Owner's responsibility. If damage occurs to roof or interior of house, which is a result of clogged gutters, then any warranty stated herein is void. Company's warranties as stated in this section of this Agreement shall be null and void for any water ponding beyond forty-eight (48) hours, except as set forth in this Agreement.
25. **Company Not Liable:** Owner acknowledges that at no time shall Company's liability exceed the total amount charged for the Work performed under this Agreement. Company shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber etc. Due to the nature of the Work, damages to the property sometimes occur. Therefore, the Company is not responsible for nail pops, cracks to walls or ceilings of existing structures. Company assumes no liability for damages, including but not limited, to existing landscaping, trees or shrubs. Company is not liable for common occurrence weather related problems such as ice dam, gutter back up or Acts of God. Company is not liable for any ponding of water or improper drainage due to incorrect sloping of existing roof structure or roof structure problems that could cause sagging or unevenness in existing roof deck. Owner acknowledges that the Company is only responsible for damages to the property and the contents therein under Company's liability insurance, if Company, or its employees or servants are held or found to be negligent and, if Owner notified Company within forty-eight (48) hours of the occurrence.
26. **Insurance:** Owner agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the Work and materials under construction by the Company and agrees to compensate the Company for losses sustained by these conditions. Company shall, in amounts and with carriers subject to Company's sole discretion, provide workers' compensation, public liability and property damage for the Work, unless a general contractor, sub-contractor, or Owner, in whole or in part, supplies such insurance. The Company's maximum liability is limited to the coverage provided.



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27. **Outside Financing:** If the Work is financed through an outside lending agency, the Owner agrees to execute and deliver necessary finance papers, mortgage, or other forms required by the lending agency in advance of commencement of the Work. Upon notice of Substantial Completion of the Work, the Owner will execute a certificate of completion, if required.
28. **Binding Contract:** This Agreement, until approved by Company, is subject to change or revocation by Company, without notice. Upon approval by Company, this Agreement shall constitute a binding agreement between the Company and the Owner. In the event such approval is not granted within thirty (30) days of the date of this Agreement, the deposit paid by the Owner will be refunded without interest and this Agreement shall be deemed not approved and neither the Company nor the Owner shall be
29. Liable to each other for costs or damages. Notwithstanding anything contained herein to the contrary, Company reserves the right to reject or cancel all or part of this Agreement due to unacceptable payment performance or credit rating of the Owner. Any change approved by Company shall be communicated to Owner and be subject to acceptance within ten (10) days. If such change is not accepted in writing by Owner within such time, the deposit shall be refunded without interest to Owner in full termination of this Agreement.
30. **Service Calls:** Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Company to be a non-warranted item, the Owner will be charged for the service call or work performed at Company's established rates.
31. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties. Company is not liable for nor bound in any manner by any statements, representations, warranties, collateral or otherwise, or promises made by any person representing or proposing to represent Company unless such statements, representations, or promises are set forth in this Agreement. Any modification of this Agreement must be in writing and signed by the both parties.
32. **Severability:** If any provisions, paragraphs or sub-paragraphs of this Agreement are adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of this Agreement. Each provision of this Agreement is severable from every other provision, and constitutes a separate and distinct covenant.
33. **No Waiver:** The Company may accept late payments or partial payment checks, bank drafts, or money orders marked "Paid in Full" without waiving any of its rights related to this Agreement.
34. **Governing Law:** This Agreement is made and entered into in the State of Illinois and the laws of Illinois shall govern its validity and interpretation.
35. **Gender:** Wherever in this Agreement reference is made to the masculine gender, it shall be construed to include the feminine gender and vice versa unless the context clearly indicates otherwise.
36. **Copy of Contract:** By signing contract, Owner acknowledges receipt of a copy of this Agreement which has been signed by the Company

### NOTICE OF CANCELLATION

The Owner and Company have the option to renegotiate or cancel this Agreement at any time for any reason within three (3) business days from the date of this Agreement. If the Agreement is cancelled within this time, any deposits will be returned to you without penalty following receipt by the Company of the Cancellation Notice. If the Agreement is breached thereafter without consent of the Company, liquidated damages of 20% of the cash price of the Work, plus a proportionate share of all Work already performed will be due the Company. To cancel this Agreement, mail or deliver a signed and dated copy of this Cancellation Notice or other written notice to the Company at its address noted on this Agreement no later than midnight of the third business day from the date of this Agreement.