Bufalo Contracting
EXCELLENCE IS OUR EDGE

WWW.BUFALOCONTRACTING.COM

1-855-5BUFALO (28-3256)

779.368.0256

Materials Specifications Contract

Customer: Village of Poplar Grove (Roofs) Phone: (815) 979-0416

Address: 200 hill st Work Phone:

City / State: Poplar Grove Il. Zip: 61065

ROOFING

Brand / Style of Shingle: TBD Color of Shingle: TBD

Pitch: 4/12/5/12 Story(s) 1&2 No. of Layers 1 Tear Off: YES ☑ NO ☐

Felt: 15lb ☐ 30lb ☐ Other: synthetic ☒ Replace Pipe Collars ☒ Drip Edge white/Black Color TBD

☒ Vents: Type/Color Ridgevent ☐ Wall Flashing ☐ Valley Flashing, Color

☒ Ice/Water 2-3 Passes ☐ Wood Replacement, if incurred $ ~~$1~~ 100.00 per sheet

☐ Skylights / Re-flash/qty: Replace/qty ☒ Furnish Permit ☐ Vaulted Ceilings ☐ Open Cornice

Special Instructions:

SIDING

Brand / Style of Siding: Size: Color:

Fascia: LF 146 w/Wraps: ea. 1 Color: TBD Smooth / PVC

Soffit: ☐ Vented ☐ Non/Vented LF/Color: Vents: ☐ House Wrap ☐ Foam Board

Special Instructions :

GUTTERS

Gutters: ☒ 5" ☒ 6" ☒ Replace All ☐ Other Color: TBD

Downs: ☐ 2x3" ☒ 3x4" ☒ Replace All ☐ Other

☐ Gutter Screens : Type: Color Linear Ft

Special Instructions:

OTHER

Please see addendum (Titled) 200-N-Hill street-1 5 of 5 Initials ⊗

Proceeds Breakdown

Insurance Company: Claim Number: ~~2018~~ 201214W004

Per Insurance Proceeds Agreement
I agree to allow Bufalo Contracting Inc. to complete all prescribed repairs at prices determined by my insurance carrier. ⊗ **Initials**
*Projected supplements are to be paid by your insurance carrier . These supplements may very depending on the final agreed amount between your insurance carrier and Bufalo Contracting Inc. Any and all supplements are owed to Bufalo Contracting Inc. Any approved supplements, increase or decrease in contract price, change in work will require a change order, and will be considered the entire contract by both parties involved.

Insurance Claim Amount, Incl deductible: $ 90,520.42

*Supplement amount (if required): $

Upgrade Amount, Paid by Client: $

Other: $

Other: $

Total Amount: $ 89,078.92

PAYMENT SCHEDULE (Please make all checks payable: **Bufalo Contracting Inc.**)

Intial Payment: Date: Check # Amount: (Due at time of delivery of materials)

Other Payment: Date: Check # Amount:

Final Payment: Date: Check # Amount: (Due upon completion)

Company's Limited Warranty: 5 year Craftmanship Warranty on Full Replacement contracts only, effective date of completion.
No Warranty exists until contract is paid in FULL.

(X) Customer Signature Date

X Shawn Bowlsby 4-27-21
Representative Signature Date

X Management Approval Date

THIS CONTRACT CONSISTS OF THIS PAGE AND THE REVERSE SIDE OF THIS PAGE AND SHALL BE CONSIDERED THE ENTIRE CONTRACT BY BOTH PARTIES INVOLVED. WRITTEN CHANGE ORDERS WILL BE CONSIDERED AN ADDENDUM TO THIS CONTRACT

DOC. 1B

THIS AGREEMENT IS COMPOSED OF THIS PAGE AND THE REVERSE SIDE OF THIS PAGE AND SHALL BE CONSIDERED THE ENTIRE CONTRACT BY THE PARTIES INVOLVED. THIS AGREEMENT IS BETWEEN Bufalo Contracting HEREINAFTER REFERRED TO AS "COMPANY" AND THE CUSTOMER(S) NAMED HEREIN ON THE REVERSE SIDE, HEREINAFTER REFERRED TO AS "PURCHASER" AND WILL BE SUBJECT TO ALL APPROPRIATE LAWS, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS, THE LOCAL JURISDICTION AND THE FOLLOWING TERMS AND CONDITIONS:

1. ALL AGREEMENTS IN THIS CONTRACT ARE SUBJECT TO THE APPROVAL OF A MANAGER OF THE COMPANY FOR THIS AGREEMENT TO BE EFFECTIVE UNDER ANY CONDITIONS.
2. SHOULD DEFAULT BE MADE IN THE PAYMENT OF THIS CONTRACT, AND THE TOTAL AMOUNT DUE IS NOT RECEIVED WITHIN 30 DAYS FROM THE DATE YOU RECEIVE ANY PAYMENT(S) FROM THE INSURANCE CARRIER AND/OR TOTAL AMOUNT DUE IS NOT RECEIVED WITHIN 30 DAYS FROM COMPLETION OF SAID WORK, INTEREST WILL ACCRUE ON THE UNPAID BALANCE AT THE RATE OF 18% PER ANNUM. IF ANY OF THIS INDEBTEDNESS IS COLLECTED BY AN ATTORNEY-AT-LAW, YOU WILL BE RESPONSIBLE FOR REASONABLE ATTORNEYS' FEES, UP TO BUT NOT IN EXCESS OF 15% OF THE PRINCIPAL AND INTEREST OWING THEREON.
3. THE COMPANY SHALL HAVE LIEN RIGHTS WITH THIS CONTRACT AND ANY AGREEMENTS SIGNED BY PURCHASER.
4. THE COMPANY DOES NOT COVER DAMAGE TO ROOFS, SIDING, GUTTERS OR ANY EXTERIOR ITEMS CONSTRUCTED OR RECONSTRUCTED BY COMPANY IF CAUSED BY LIGHTNING, GALE (60 MPH) FORCE WINDS, HURRICANE, TORNADO, FIRE, WIND-DRIVEN RAIN, HAILSTORM, IMPACT OF FOREIGN OBJECTS OR OTHER PERILS, CRACKING TO THE ROOF DECK, WALLS OR FOUNDATION DUE TO THE SETTLEMENT, DISTORTION, FAILURE OR CRACKING OF SUCH, AND ANY DAMAGE DONE BY OTHER PARTIES AS IS NORMALLY CONTEMPLATED TO BE COVERED BY HOMEOWNERS INSURANCE OR BUSINESS RISK INSURANCE, OR UNLESS A SPECIFIED WRITTEN AGREEMENT MADE PRIOR TO COMMENCEMENT OF THE WORK.
5. THE QUOTATION ON THE FACE HEREOF DOES NOT INCLUDE EXPENSES OR CHARGES FOR BOND OR INSURANCE PREMIUMS OR COSTS BEYOND NORMAL INSURANCE COVERAGE. ANY SUCH ADDITIONAL EXPENSES, PREMIUMS OR COSTS SHALL BE ADDED TO THE TOTAL AGREEMENT AMOUNT.
6. REPLACEMENT OF DETERIORATED DECKING, FASCIA BOARDS, ROOF JACKS, VENTILATORS, FLASHING OR OTHER MATERIALS, ARE NOT INCLUDED UNLESS APPROVED BY PURCHASER AND COMPANY. THE COST OF REPLACEMENT WILL BE AN ADDITIONAL CHARGE TO PURCHASER.
7. THE COMPANY SHALL NOT BE LIABLE FOR FAILURE OF PERFORMANCE DUE TO LABOR CONTROVERSIES, STRIKES, FIRES, WEATHER, INABILITY TO OBTAIN MATERIALS FROM USUAL SOURCES, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE COMPANY, WHETHER OF A SIMILAR OR DISSIMILAR NATURE.
8. THE COMPANY RESERVES THE RIGHT TO REVOKE THIS PROPOSAL 90 DAYS FROM DATE ACCEPTED. AFTER 90 DAYS, COMPANY RESERVES THE RIGHT TO REVISE ITS PRICE IN ACCORDANCE WITH ITS COSTS IN EFFECT AT SUCH TIME.
9. IF ROOFING AND SHEET METAL WORK IS INVOLVED, IT IS UNDERSTOOD AND AGREED THAT THE COMPANY'S STANDARD ROOF GUARANTEE, A COPY OF WHICH IS AVAILABLE UPON REQUEST, SHALL BE ACCEPTABLE AND THAT ALL TERMS AND PROVISIONS THEREIN SHALL PREVAIL, UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING PRIOR TO THE COMMENCEMENT OF THE WORK. 90# ROLL ROOFING IS NOT A WARRANTABLE PRODUCT, AND WILL NOT BE WARRANTIED AGAINST LEAKS BY THE COMPANY. HOWEVER, IF SPECIFIED IN WRITING AND SIGNED BY BOTH PARTIES, THE COMPANY WILL SERVICE THE INSTALLATION FOR A PERIOD OF ONE YEAR.
10. THE COMPANY IS NOT RESPONSIBLE FOR ICE DAMS (THAWING AND REFREEZING OF ICE, WATER OR SNOW) OR ANY OTHER DAMAGE ON OR BELOW THE ROOF LINE DUE TO LEAKS OR WATER BACK-UP CAUSED BY EXCESSIVE SNOW OR WIND-DRIVEN RAIN, ICE OR HAIL DURING THE PERIOD OF THE WARRANTY. EXCESSIVE WIND IS CONSIDERED 60 MILES PER HOUR OR GREATER. THE WARRANTY IS NON-TRANSFERABLE.
11. IF YOU CANCEL OR TERMINATE THIS AGREEMENT LATER THEN THREE (3) DAYS FROM THE DATE YOU SIGN THIS AGREEMENT BUT PRIOR TO THE COMMENCEMENT OF WORK OR FAIL TO TAKE ACTION TO INITIATE THIS AGREEMENT WITHIN 10 DAYS FROM THE TIME THE CLAIM IS APPROVED BY THE INSURANCE COMPANY, SUCH CANCELLATION, TERMINATION OR FAILURE TO INITIATE SHALL CONSTITUTE A BREACH OF CONTRACT OF THIS AGREEMENT. IN SUCH EVENT, YOU SHALL PAY, AS LIQUIDATED DAMAGES TO COMPANY, TWENTY FIVE PERCENT (25%) OF THE TOTAL ESTIMATED PRICE OF WORK TO BE COMPLETED SET FORTH HEREIN. IN THE EVENT THAT YOU CANCEL OR TERMINATE THIS CONTINGENCY AGREEMENT AFTER WORK HAS COMMENCED, YOU SHALL PAY COMPANY 100% OF THE TOTAL ESTIMATED PRICE OF WORK TO BE COMPLETED AS SET FORTH HEREIN ABOVE. THESE LIQUIDATED DAMAGES UPON PAYMENT TO COMPANY SHALL RELEASE THE COMPANY FROM ANY AND ALL OTHER LIABILITIES OR OBLIGATIONS FOR WORK PERFORMED OR NOT PERFORMED. THIS AGREEMENT CONSTITUTED THE ENTIRE AGREEMENT BETWEEN THE PARTIES. IT MAY BE CHANGED ONLY BY WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES. IT IS FURTHER AGREED THAT CHANGE TO THIS AGREEMENT OR INSURANCE COMPANY'S SUMMARY OF LOSS WILL BE DEEMED AS PART OF THE ORIGINAL AGREEMENT AND WILL BE HELD BALID AND BINDING AS THE ORIGINAL AGREEMENT.
12. THIS AGREEMENT OR WARRANTY SHALL NOT BE ASSIGNED EXCEPT BY OR WITH THE WRITTEN PERMISSION OF THE COMPANY.
13. THIS AGREEMENT CANNOT BE CANCELLED WITHOUT THE MUTUAL WRITTEN CONSENT OF BOTH PARTIES.
14. PAYMENT SCHEDULE: DEDUCTIBLE DUE UPON INSURANCE PROVIDER APPROVAL. FIFTY PERCENT (50%), OR FIRST INSURANCE DRAFT (IF DRAFT AMOUNT IS APPROVED BY COMPANY) OF THE TOTAL AGREEMENT AMOUNT DUE UPON DELIVERY OF APPLICABLE MATERIALS. BALANCE DUE UPON COMPLETION OF THE WORK. ALL PAYMENTS MUST BE MADE TO THE COMPANY. PAYMENT SCHEDULE SHALL NOT BE AMENDED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COMPANY.
15. ALL DIRECT COSTS, OVERHEAD AND PROFIT PAID TO THE PURCHASER BY THE INSURANCE CARRIER ARE INCLUDED IN THE AGREED AMOUNT WITH INSURANCE CARRIER AND ARE DUE TO THE COMPANY IN ACCORDANCE WITH THE PAYMENT SCHEDULE SET FORTH HEREIN.
16. ANY SUPPLEMENT APPROVED BY THE PURCHASER'S INSURANCE CARRIER FOR ADDITIONAL WORK OR COST INCREASES WILL BECOME PART OF THIS CONTRACT. ANY UPGRADE (S) OR ADDITIONAL WORK REQUESTED BY PURCHASER THAT IS NOT APPROVED BY PURCHASER'S INSURANCE CARRIER WILL BE THE PURCHASERS FINANCIAL RESPONSIBILITY AND WILL BECOME PART OF THIS CONTRACT.
17. DURING THE DURATION OF THE WORK, THE PURCHASER'S INSURANCE WILL BE RESPONSIBLE FOR ANY AND ALL INTERIOR DAMAGE AS LONG AS THE COMPANY HAS TAKEN APPROPRIATE ACTION TO PROTECT THE ROOF AND/OR SIDING DURING THE REPAIRS.
18. IF THERE ARE ANY SOLAR PANELS ON THE ROOF, THE COMPANY WILL NOT BE RESPONSIBLE FOR DAMAGE DURING THE REPAIRS. PURCHASER AGREES THO HAVE THE SOLAR PANEL COMPANY TAKE THE APPROPRIATE ACTION TO PROTECT THEM IF NECESSARY.
19. THE COMPANY IS NOT RESPONSIBLE FOR PRE-EXISTING CONSTRUCTION DEFICIENCIES THAT MANIFEST THEMSELVES DURING THE CONSTRUCTION PROCESS, I.E. NAIL POPS, PLUMBING VENT PIPES, WOOD ROT, DECKING DEFLECTION, ETC. IF A CONSTRUCTION PROBLEM IS POINTED OUT PRIOR TO CONSTRUCTION AND COMPANY IS NOTIFIED IN WRITING, COMPANY WILL TRY TO ASSIST PURCHASER WITHIN THE COMPANIES MEANS AND CAPABILITIES TO CORRECT THE PROBLEM (S) ON A TIME AND MATERIAL BASIS.
20. THE COMPANY WILL NOT BE RESPONSIBLE FOR THE SLIGHT SCRATCHING OR DENTING OF GUTTERS, DOWNSPOUTS, EXISTING SIDING AND WINDOWS, OIL DROPLETS IN DRIVEWAYS, HAIRLINE FRACTURES IN CONCRETE OR BLACKTOP DRIVES AND WALKS, OR DAMAGE TO PLANTS OR SHRUBBERY. IF EXCESSIVE DAMAGE IS CAUSED BY COMPANY, COMPANY WILL REPAIR OR REPLACE DAMAGED AREA ONLY AT COMPANY'S EXPENSE.
21. THE COMPANY'S LIABILITY FOR CLAIMS ARISING OUT OF THIS CONTRACT SHALL NOT EXCEED THE TOTAL AGREEMENT PRICE EXCEPT TO THE EXTENT THOSE DAMAGES ARE PROVEN TO BE SOLELY DUE TO THE COMPANY'S NEGLIGENCE.
22. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS AGREEMENT ARE AGREED TO BE IMMATERIAL, AND NOT RELIED ON BY EITHER PARTY, AND DO NOT SURVIVE THE EXECUTION OF THIS CONTRACT.
23. IF ANY PROVISION OF THIS CONTRACT SHOULD BE HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISION OF THIS CONTRACT SHALL NOT BE AFFECTED THEREBY.
24. COMPANY WILL NOT BE HELD LIABLE FOR ANY DAMAGE TO SUCH ITEMS AS ELECTRICAL WIRES, CONDUIT, HOSES, PIPES OR ANY OTHER OBJECTS THAT ARE NOT VISIBLE OR WERE NOT KNOWN AT THE TIME OF CONSTRUCTION AND THAT MAY BE DAMAGED BY A PENETRATING NAIL.
25. ANY CHANGES TO MATERIAL BY THE PURCHASER (BRAND, STYLE, COLOR, ETC.) AFTER SAID MATERIAL HAS BEEN DELIVERED OR IS IN ROUTE TO THE PURCHASER WILL RESULT IN A 20% RE-STOCK FEE BASED ON THE REPLACEMENT COST OF SAID MATERIALS SET FORTH BY THE INSURANCE CARRIER.

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