

TILSEN ROOFING COMPANY, INC.



1421 Gilson Street
MADISON, WISCONSIN 53715

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March 11, 2023

Village of Ridgeway
208 Jarvis St.
Ridgeway, WI 53582

Attn.: Ms. Hailey Roessler

Re: Roof Repair and Replacement – Ridgeway Community Building

Dear Ms. Roessler:

Listed below are scope of work summaries and quotations for roof repair and replacement at the Ridgeway Community Building located at 208 Jarvis Street in Ridgeway, WI.

Scope of Work – Leak Investigation and Repair – Gym Roof:

- Investigate and repair leak(s) in the gym roof area. Note: repairs will be made on a “best efforts” basis as the condition of the existing roof system may prohibit successful repair.

Labor and materials not to exceed **TWO THOUSAND DOLLARS (\$2,000.00).**

Scope of Work – Gravity Vent Removal – Gym Area

- Remove and dispose of two-(2) gravity vents/curbs. Patch openings in roof deck with $\frac{3}{4}$ " thick CDX plywood. Infill insulation to match thickness of existing materials. Patch roof membrane with three- (3) plies of fiberglass roofing felts set in alternate, solid layers of asphalt roofing cement.

Labor and materials not to exceed **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).**

Note – Add \$1,250.00 to remove gravity vent and complete infill/patch on adjacent roof area.

Scope of Work – Roof Replacement – Gym Area

1. Remove the existing gravel surfaced built-up roof membrane, membrane flashings, metal roof edges, copings, gutters, and downspouts. Remove and dispose of two- (2) gravity vents/curbs. Lower debris to grade, haul from site and dispose of properly.
2. Patch openings where gravity vents/curbs are removed with $\frac{3}{4}$ " thick CDX plywood. Infill insulation to match thickness of existing materials.
3. Inspect the existing insulation system. Remove and dispose of any wet, damaged, and/or deteriorated material. Replace with new material of equal thickness (refer to Unit Price schedule below).

4. Install wood blocking at southwest edge to match thickness of the new insulation.
5. Over the existing insulation system one- (1) layer of ½" thick, high density rigid polyisocyanurate insulation. Mechanically attach the new insulation through the existing insulation to the wood deck below with corrosion resistant, threaded fasteners and galvalume plates. Fastening rate shall be one- (1) fastener every two- (2) square feet.
6. Install a 60- mil thick, adhered EPDM roof membrane over the new insulation system.
7. Fabricate and install new 24 gauge, pre-finished (Kynar 500 or equal), galvanized steel gutter with 4" wide flange at existing location.
8. Flash gutter flange, walls, and curb for rooftop unity into the new roof membrane.
9. Fabricate and install new 24 gauge, pre-finished (Kynar 500 or equal), galvanized steel counterflashing extensions – slide extensions behind existing metal gravel stops and anchor with appropriate fasteners. Fabricate and install i new 24 gauge, pre-finished (Kynar 500 or equal), galvanized steel coping caps at existing locations.
10. Upon substantial completion furnish Owner with a membrane manufacturer's twenty- (20) year standard, limited warranty covering workmanship and materials of the new roof system.

Work as outlined above shall be furnished and installed for the sum of **FORTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$48,200.00).**

Unit Price Schedule:

- Insulation Replacement (includes labor, materials, and disposal): \$1.15 per inch of thickness.
- Labor (Unforeseen Conditions): \$ 90.00 per man hour
- Materials (Unforeseen Conditions): Invoice Cost Plus 15%

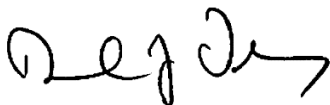
Notes to Proposal:

- All work to be performed during normal working hours – 7am – 5pm, Monday through Friday.
- Village of Ridgeway to provide staging areas in parking lot of for crane, dumpster, and material storage for duration of project.
- Costs for disconnection and re-connection of existing rooftop electrical conduit as required to complete roof replacement work are not included in this proposal.

If you have any questions or require additional information, please contact our office at (608)256-2388.

Respectfully submitted,

TILSEN ROOFING COMPANY, INC.



David J. Tilsen, President.

TERMS & CONDITIONS

1. *Contract Work.* Owner has retained Contractor as an independent contractor to provide the labor, materials, equipment, and services necessary or incidental to complete the proposed project (the "Contract Work"). It is the intent of this Contract to include all labor, material, equipment, and services of every kind necessary for the proper execution of the work. Contractor will not be responsible for any changes or extra work (including, without limitation, work resulting from changes in applicable laws, ordinances, or regulations occurring after the date of the foregoing Project Proposal) unless agreed to in writing by Contractor, and in no event will Contractor be paid less than its cost plus 25% for overhead and profit. Contractor will have control over all aspects of the performance of the Contract Work.

2. *Terms.* A signature on the foregoing Project Proposal by Owner will constitute acceptance of each and every term and condition of this Contract. Any additional terms or conditions in other written communication accepting this Contract or by alteration by Owner of this Contract will not be valid under any circumstances unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor will be deemed a denial of any additional terms or conditions stated in Owner's acceptance.

3. *Surface Preparation.* If the Contract Work is a roof repair and/or roof tear-off is to be performed, Contractor will not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt, or mold spores into the building resulting from the tear-off. Contractor will not be responsible for damages from leaks through any area of the existing (present) roof surface where Contractor has not performed tear-off surface preparation work.

4. *Warranties.* A warranty will be issued to Owner by the manufacturer of the roofing system to be installed, which such warranty may contain certain conditions and limitations, which will be accepted by Owner. Contractor is responsible for ensuring manufacturer's warranties are transferable to Owner. If the Tilsen Roofing Company Warranty Form is to be issued to Owner, as indicated on the Proposal, it is incorporated herein by reference and will be supplied by Subcontractor to Owner upon completion of this Contract. Acceptance of this Contract by Owner will constitute acceptance of the terms, conditions, and limitations of said warranty, which such terms, conditions, and limitations will apply to this Contract. Contractor warrants that the materials and accessories supplied will be those specified for this Contract and will be new and of recent manufacture and free from obvious defects. Contractor will not be responsible for latent defects in materials and accessories. Should leaks occur after completion of installation of the roofing system, inspections or repairs performed by Contractor will be treated as warranty matters, and such circumstances will not be grounds for withholding payment under this Contract. Without limiting the generality of the limitations in Contractor's warranty, Contractor will have no responsibility for water penetration or mold or fungus growth.

Contractor will perform the Contract Work in accordance with the written specifications, if any, attached to or specifically referenced in this Contract and the specifications of the manufacturer of the roofing system to be installed, so that the installation will qualify for the issuance of the manufacturer's warranty to Owner, if Owner elects to accept manufacturer's warranty. Contractor will not be responsible for any defects or deficiencies in said specifications. Contractor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to said specifications. Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system. If a "Factory Mutual Insurance Co. Wind Uplift Standard" is specified, Contractor represents only that the roofing system installed is represented by the manufacturer thereof to meet such specified standard.

Contractor accepts no liability to indemnify or hold Owner harmless for damages to persons or property, except those that are the direct result of Contractor's negligent error or omission which occur during performance of Contractor's work.

5. *Completion.* Completion of the Contract Work will be the date on which Contractor's work is finished in accordance with the Project Proposal, not the date of Owner's acceptance thereof.

6. *Other workers/structures.* Damage occurring to the installed roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the installed membrane will be the responsibility of Owner. If structures of any kind are to be added to and/or installed on the roof membrane after its application, such installation will be entirely at the risk of Owner.

7. *Cancellation.* Contractor reserves the right to cancel this Contract by written notice to Owner within fifteen (15) days of Owner's acceptance thereof. In the event of cancellation by Contractor, Owner shall pay any sums due for Contract Work completed up to the date of cancellation.

8. *Arbitration.* All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Contract are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration will be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

9. *Miscellaneous.* Each paragraph of the General Conditions and the Contract Conditions will be construed as an express condition of this Contract in consideration of the contract price agreed to herein by Contractor. This Contract, when accepted by Owner, will incorporate all of the agreements of the parties relating to the Project described on the Proposal. This Contract is governed by the internal laws of the State of Wisconsin.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

10. *Included Items.* Contractor's price includes furnishing all labor, material, and equipment necessary to complete the Contract Work, subject only to latent conditions of the work area, which could not be reasonably anticipated by the examination of core samples, or the visual inspection ordinarily employed in the roofing trade. If such latent conditions cause or require additional labor or material in the performance of this Contract, Contractor will promptly notify Owner of such condition, and such additional material and work will be considered extra work, subject to the provisions of Section 1, above.

11. *Delays.* Contractor will not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accidents, delays in shipment or delivery of manufacturer's materials, or other causes beyond its reasonable control; or, if any interruption of Contractor's work occurs by reason of operations of other contractors at the job site, or from Owner's failure to provide Contractor with reasonable access to the job site to perform the Contract Work. Contractor will exercise reasonable care to avoid causing damage by penetrations made by Contractor in installing the roofing system, in reliance upon the information as to deck or sub-surface conditions provided by Owner pursuant to this Contract. Contractor disclaims except to the extent

caused by Contractor's negligence or more willful misconduct any responsibility for any damage caused by or resulting from said penetrations.

12. *Inspection.* Contractor will advise Owner promptly upon completion of the Contract Work and submit the same for Owner's inspection. Contractor, conditioned upon Owner's prompt inspection and notification to Contractor of any omitted work, or other discrepancies, will remedy the same if required by the specifications or performance standards of this Contract.

13. *Insurance.* Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this Contract.

14. *Permits.* Contractor shall secure all building and other permits, licenses, and inspections that may be required for the Contract Work.

15. *Safety.* Contractor will take all reasonable safety precautions with respect to its work and will have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety and health of persons on the job site. Contractor will not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor. Contractor will be responsible for third party personal injury and property damage claims but only to the extent caused by Contractor's negligence.

16. *Contractor's Lien.* **As required by the Wisconsin construction lien law, Contractor hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to the Contractor, are those who contract directly with Owner, those who give Owner notice within 60 days after they first furnish labor or materials for the construction, or those who work on certain large projects, for which subcontractors are not legally required to provide notice. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Contractor agrees to cooperate with Owner and Owner's lender, if any, to see that all potential lien claimants are duly paid.**

DUTIES AND RESPONSIBILITIES OF OWNER:

17. *Payment.* Owner will pay Contractor ninety-five percent (95%) of Contractor's estimate of (a) the cost of the roofing membrane, insulation, and other materials, and (b) labor required for job set-up and delivery of materials, when the same are delivered to the job site, or stored at a suitable location agreed to by Owner. Owner agrees that the balance of all sums due under this Contract will be immediately due and payable upon completion of the Contract Work, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law, on any sum due under this Contract which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection, and attorneys' fees (if an attorney is retained for collection) will be added to the unpaid balance. Progress payments will be made by Owner on or before the 10th day of each month on the basis of ninety-five percent (95%) of the work completed in the previous month, based on Contractor's estimate. In the event of an emergency condition where a change or additional work is (a) necessary to the safety of the project or the general public, (b) necessary to avoid a crucial unforeseeable job condition requiring immediate work by Contractor, or (c) where the amount of the change or additional work will not exceed one thousand dollars; then, in such event, such emergency work will be deemed authorized under a time and materials contract between the parties.

18. *Roof Structure.* Owner represents to Contractor that it has obtained competent engineering advice and that, based upon such engineering advice, the roof deck on which the installation is to be made is in a sound weight-bearing condition, sufficient for the purposes of the Contract Work, and that all surfaces to be utilized by Contractor for fastening, adhering, or attaching the roofing system will be adequate for the installation. Promptly after execution of this Contract and prior to commencement of the Contract Work, Owner will inform Contractor in writing of any deck or subsurface conditions, including specifically electrical and other utility conduit that could be damaged by penetrations made by Contractor in installing the roofing system.

19. *Access.* At the time Contractor commences its work, Owner will provide Contractor with exclusive access and use of all roof areas where work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform its work without interruption. All roof area work surfaces will be free of debris and in a dry, accessible condition. If preliminary work on the roof area is to be performed by others prior to Contractor's work, such work will be complete. Contractor will not be required to perform its work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.

20. *Work Area.* Owner will obtain permission for Contractor to work on or over adjoining property, if reasonably necessary to perform this Contract, at no cost to Contractor. Owner will arrange for restriction of vehicles on property under Owner's control in reasonable proximity of the job site to prevent damage while Contractor's work is in progress, if requested by Contractor.

21. *Work Site.* Owner agrees to supply all necessary electricity (110-volt, 30-amp capacity) and water. Owner will permit ready and convenient access to the building and roof area at all times by stairway or elevator service, if available. Owner will make available drinking water and, when required or reasonably necessary, security.

22. *Inspection.* Owner will promptly inspect Contractor's work upon notice of completion and will either accept the work or give prompt, written notice to Contractor of omitted work or of other discrepancies. If Owner fails to give such notice to Contractor within seven (7) days from notice of completion, Contractor's performance will be deemed to be completed for purposes of final payment. If Contractor's work is to be inspected by Owner's representative or an architect, Owner agrees to make firm arrangements to have such person available promptly after notice to make inspection as Contractor's work progresses, so as not to cause delay.

23. *Mechanicals.* If, in order for Contractor to perform the Contract Work, it becomes necessary to disconnect, remove, relocate, or otherwise deal with any mechanical or other equipment located on the deck or other surface on which Contractor's work is to be performed, Owner or Owner's agent will provide for the disconnection, removal, relocation, or other appropriate action with respect to such mechanical or other equipment and will provide for the reconnection, replacement, or relocation of such mechanical or other equipment following completion of Contractor's work. Contractor will have no responsibility with respect to any such rooftop equipment, unless it is specifically provided otherwise in this Agreement.

24. *Insurance.* If requested by Contractor, Owner agrees to provide at its expense builder's risk insurance for the benefit and protection of Contractor. Owner further shall be responsible for purchasing and maintaining Owner's usual liability insurance and property insurance, which shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage, including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings, and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Owner waives all rights against Contractor for damages caused by fire or other perils to the extent covered by insurance. Owner, at its option, may purchase and maintain such insurance as will insure Owner against loss of use of Owner's property due to fire or other hazards, however caused.

Owner waives all rights of action against Contractor for loss of use of Owner's property, including consequential losses due to fire or other hazards, however caused.

25. *Delays.* In the event Contractor is delayed or unable to complete its work because the site or building is not ready for performance of Contractor's work, through no fault of Contractor, Contractor will charge Owner and Owner will promptly pay Contractor the amount of (a) any increase in labor costs (including Social Security and other fringe benefits) and material costs (including taxes) plus 25% of such increased labor and material costs for overhead; and (b) any increase in insurance premium, both as calculated by Contractor.

26. *Disclosure.* Owner shall disclose all known results and reports of prior tests, inspections, or investigations conducted relating to the Project involving: structural or mechanical systems; chemical, air, and waste pollution; hazardous materials; or other environmental conditions. Owner shall disclose all information regarding the presence of pollutants at the Project site.

27. *Hazardous Materials.* Prior to Contractor's commencement of performance of the Contract Work, Owner may conduct, at Owner's Expense, an appropriate number of tests of substances and materials above and below the roof deck, at Owner's expense, to determine if (a) asbestos or similar hazardous materials or (b) mold or fungus of such type or in such quantity as to require remediation (hereafter "potentially harmful materials") are present, above or below the roof deck, which could be disturbed or otherwise affected by the Contract Work. If such tests indicate the presence of potentially harmful materials, Contractor may, at its option, (a) terminate this Contract upon written notice by Contractor to Owner; (b) delay commencement of performance of the Contract Work until such potentially harmful materials, and any hazards connected therewith, are located and abated, encapsulated, or removed (in which case Contractor will receive an extension of time to complete the Contract Work and compensation for delays encountered as a result of such situation and correction); or (c) proceed to locate, abate, encapsulate, and remove such potentially harmful materials and any hazards connected therewith at a price to be determined by mutual agreement of Contractor and Owner and to be paid by Owner. If Contractor proceeds with the Contract Work on the assumption that there are no potentially harmful materials present, based upon results of tests conducted prior to commencement of its performance or because the Owner conducted no such tests, and does in fact encounter any such potentially harmful materials in the course of performing its work, or if such potentially harmful materials are encountered by any other firm performing work at the job site, and Contractor determines that such potentially harmful materials present a hazard to its employees, Contractor will have the right to discontinue its work and remove its employees from the job site until such potentially harmful materials, and any hazards connected therewith, are located and abated, encapsulated, or removed, or it is determined that no hazard exists (as the case may be), and Contractor will receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction.

28. *Indemnification.* To the extent permitted by law, Owner will defend, indemnify, and hold Contractor harmless from any and all penalties, actions, liabilities, costs, expenses, and damages arising from or relating to the presence of (a) asbestos or similar hazardous materials or (b) mold or fungus of such type or in such quantity as to require remediation (hereafter "potentially harmful materials") at the work site, including without limitation, installation, disturbance, or removal of any product containing potentially harmful materials or violation of governmental regulations relating to such potentially harmful materials. Owner releases Contractor from all claims and liabilities relating to such potentially harmful materials at the work site, including claims for subrogation. Should Contractor undertake (with Owner's advanced written permission) to locate, abate, encapsulate, and remove any potentially harmful materials present at the work site, provided Contractor conducts its operations in accordance with applicable requirements established by the Occupational Safety and Health Administration and the Environmental Protection Agency, Owner agrees to exonerate, indemnify, defend, and hold harmless Contractor from and against all claims, demands, and lawsuits and all damages, expenses and losses incurred by Contractor's removal of potentially harmful materials from Owner's building and work site. Without limitation of the foregoing, this indemnification will include any and all claims, damages, fines, judgments, penalties, costs, response costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, and all attorneys', consultants', and experts' fees) incurred by Contractor resulting from Contractor's removal, transportation, and disposal of potentially harmful materials from Owner's building and work site, and specifically including any and all costs incurred because of any investigation of the site at which such materials are disposed of by Contractor or any cleanup, removal, remediation, or restoration of such site mandated by a federal, state, or local agency or political subdivision. As used herein, the term "hazardous substances" means: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and any regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and (c) any substance that is or becomes regulated by any federal, state, or local governmental authority.