

2010. 0484

VILLAGE OF ORLAND PARK
RESIDENTIAL EXTERIOR INSULATION AND RE-SIDING PROGRAM
AGREEMENT

THIS AGREEMENT, entered into this 20 day of January, 2011,
between the Village of Orland Park, Illinois (hereinafter referred to as "Village") and the
following designated Owner/Lessee, to witness:

Owner's Name:

Robert Skrocki

Lessee's Name:

N/A

Tax ID#/Social Security #:

329-38-5227

Address of Property to be improved:

9123 W 147th Street

PIN Number:

27-10-403-001

WITNESSETH:

WHEREAS, the Village of Orland Park has established a Residential Exterior Insulation and Re-Siding Program for application within the following qualified subdivisions: Cameno Re'al, Fairway Estates, Fernway, Gee's Addition, Orland Hills and Orland Hills Gardens ("Subdivisions"); and

WHEREAS, said Residential Exterior Insulation and Re-Siding Program is funded through a Energy Efficiency and Conservation Block Grant from the US Department of Energy and the American Recovery and Reinvestment Act of 2009 and is administered by the Village with the advice of the Parks, Recreation and Environmental Initiatives Committee of Trustees for the purposes of helping property owners and tenants of the Subdivisions to install and/or retrofit energy efficient exterior siding, windows, doors etc.; and

WHEREAS, pursuant to the Residential Exterior Insulation and Re-Siding Program the Village, subject to its sole discretion, will reimburse Owners/Lessees for the cost of eligible exterior improvements to homes within the qualified Subdivisions up to a maximum of one-half (1/2) of the approved contract cost of such improvements or \$5,000.00, whichever is less; and

WHEREAS, the Owner/Lessee's property is located within the Subdivisions, and the Owner/Lessee desires to participate in the Residential Exterior Insulation and Re-Siding Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the Village and the Owner/Lessee do hereby agree as follows:

SECTION 1

With respect to energy efficient improvements, the Village shall reimburse an Owner/Lessee for the cost of improvements to the Owner/Lessee's property at the rate of fifty percent (50%) of such cost.

The actual total reimbursement amounts per this Agreement shall not exceed \$3,475.00. The improvement costs that are eligible for Village reimbursement include all labor, materials, equipment, and other contract items necessary for the proper execution and completion of the scope of work as shown on the plans, design drawings, specifications and estimates approved by the Village. Such plans, design drawings, specifications, estimates and scope of work are attached hereto as Exhibit A.

The energy efficient improvements to be performed pursuant to this Agreement are:

Per the Trim Craft Aluminum Bid:

- Remove the old siding from the single family home;
- Install new energy efficient siding;
- Energy efficient siding from Variform by PlyGEM.
- Proposed siding rated as "Green Approved" by the National Association of Home Builders (NAHB) Research Center. The specification sheet identifies that Variform vinyl siding, of the high performance variety, "adds up to an additional R-4 of insulation to exterior walls".
- Correct downspouts and make similar repairs.

SECTION 2

~~No improvement work shall be undertaken until its design has been submitted to and approved by the Village. Following approval, the Owner/Lessee shall contract for the work and shall commence and complete all such work within ninety (90) days from the date of such approval.~~

Note: Section 2 was waived by Board Approval (12/6/10) approving the work performed prior to application.

SECTION 3

The Development Services Department Director shall periodically review the progress of the contractor's work on the energy efficient improvements pursuant to this Agreement. Such inspections shall not replace any required permit inspections by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Owner/Lessee and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the improvements and upon their final inspection and approval by the Development Services Department Director or his/her designee, the Owner/Lessee shall submit to the Village a properly executed and notarized contractor sworn statement showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the Owner/Lessee shall submit to the Village proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The Owner/Lessee shall also submit to the Village a copy of all of the invoices for professional services fees for preparation of plans and specifications. The Village shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, and the professional services statement, issue a check to the Owner/Lessee as reimbursement for one-half (1/2) of the approved construction cost estimate or one-half (1/2) of the actual construction cost, whichever is less, subject to the limitations set forth in Section 1 hereof.

SECTION 5

If the Owner/Lessee or his contractor fails to complete the improvement work provided for herein in conformity with the time limitation, approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Development Services Department Director to the Owner/Lessee, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the Village shall cease and become null and void.

SECTION 6

Upon completion of the improvement work pursuant to this Agreement, the Owner/Lessee shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, unless changes are submitted for review and are approved by the Village Board based on a recommendation from the Development Services Department. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. In the event the approved energy efficiency improvements are not properly maintained or alterations are made to the improvements without prior consent from the Village, the Village reserves the right to terminate this Agreement and require reimbursement in full for all monies expended towards the project through this Residential Exterior Insulation and Re-Siding Program.

SECTION 7

This Agreement shall be binding upon the Village and upon the Owner/Lessee and its successors, to said property for a period of ten (10) years from and after the date of completion and approval of the energy efficiency improvement provided for herein. It shall be the responsibility of the Owner/Lessee to inform subsequent Owner/Lessee(s) of the provisions of this Agreement, and to be aware of the requirement for prior Village approval of any alteration whatsoever to the building facades.

SECTION 8

The Owner/Lessee releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to indemnify and hold harmless the Village and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the energy efficiency improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The Owner/Lessee further covenants and agrees to pay for or reimburse the Village and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. **The provisions of this Section 8, as well as Sections 6 and 7, above, shall survive the completion of said energy efficiency improvement(s).**

SECTION 9

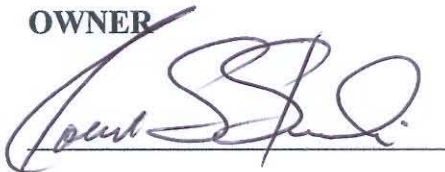
Nothing herein is intended to limit, restrict or prohibit the Owner/Lessee from undertaking any other work in or about the subject premises, which is unrelated to the energy efficiency improvement provided for in this Agreement.

SECTION 10

This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Cook County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall be found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

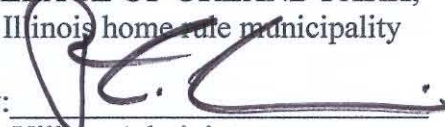
IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER

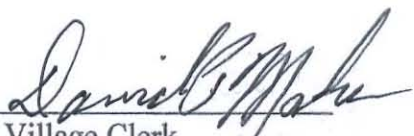


VILLAGE OF ORLAND PARK,
an Illinois home rule municipality

By:


Village Administrator

LESSEE (if applicable)

ATTEST: 
Village Clerk

Heritage



Home Improvements

Heritage Home Improvements, Inc.

16249 S. 107th Avenue

Suite 9

Orland Park, IL 60467

Phone: (708) 460-3820

Fax: (708) 460-3844

heritagehomes2@yahoo.com

Siding • Windows • Roofing • Decks • Kitchens • Basements • Bathrooms

Customer	Bob Skrocki	Telephone	708-906-8776	Date	09/10/10
Address	9123 W. 147th St.		Job Name	same	
City	Orland Park,	State	IL.	Zip Code	60462
				Job Address	same
Architect			Date of Plans		
			Job Telephone		

ROOF TEAR-OFF

*Remove all roofing. Inspect roof deck and replace any rotten wood. Install new Vents, Stack Sleeves, Flashings, Ice & Water Shield at gutter edges, 15lb Felt and 30 Year Architectural Fiberglass Shingles.

PRICE - \$7,650.00

GUTTERS

*Remove gutters and downspouts. Install new .032 Seamless Aluminum Gutters, Flashing and Oversized Downspouts.

PRICE - \$2,040.00

SIDING

*Remove aluminum siding. Inspect all wood and repair or replace what is needed. Install 3/8" Rigid Insulation Board, Flash base of all walls and tape all seams. Cap and caulk all windows and doors, install Premium Vinyl Siding and accessories. Install Aluminum Soffits & Fascia Cap on all overhangs. Vent every 6 to 8 feet. Install (6) Pair of Vinyl Shutters.

PRICE - \$8,515.00

*30 Year Roof Warranty

*Lifetime Warranty on all other work

Visa, MasterCard & Discover are accepted

*Crews are licensed, insured and bonded * Clean-up and haul away all job related debris * Permit is included*

We Propose hereby to furnish material and labor to complete in accordance with the above specifications, for the sum of:
See prices above _____ dollars (\$_____).

Payment to be made as follows:

50% at start, balance upon completion

Finance charge of 1.5% per month (18% per annum) will be charged on past due invoices.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

by

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to work as specified. Payment will be made as outlined above.

NOTICE OF CANCELLATION

You, the buyer, may cancel this transaction at any time up to midnight of the third business day after the date of transaction. See the attached notice of cancellation for an explanation.

PROPOSAL

Trim Craft Aluminum

ORDER NO. _____

(708) 430-3777

Oak Lawn, IL 60453

Name BOB
 Address 9123 W 147th ST
 City, State, Zip ORLAND

Date 8-26-10
 Phone 906-8776
 Job Address same

ALUMINUM-FASCIA

Color _____ Freeze Board _____
 Front Peaks _____ Rear Peaks _____
 Sides of Dormer _____ Under Gutters _____
 Window Frames _____ Location: _____

REMARKS:

SOFFIT AND FASCIA

Sides of Building all
 Front of Building all
 Rear of Building all
 Front Dormer _____ Rear _____
 Front Porch _____ Rear _____

Vented Panel # FIVE FOOT APART

REMARKS:

GUTTERS

House all Color _____
 Garage all Color _____
 Alcoa _____ Seamless 032

REMARKS:

SIDING

House all Color _____
 Garage all Gable _____

REMARKS:

3/8 Foam BackingTEAR OFF OLD SIDING INSTALL NEW

We hereby propose to furnish labor and materials - complete in accordance with the above specifications for the sum of 6950.00; a deposit of 3500.00 upon acceptance of proposal and the balance due of 3450.00 on completion of work.

The above proposal, when accepted by Trim Craft Aluminum, and signed by customer, becomes a contract between the two parties and is not subject to cancellation This contract constitutes the entire agreement between the parties.

ACCEPTANCE OF PROPOSAL

Date _____

TRIM CRAFT ALUMINUM

Signed Dan Patton

Customer Signature _____



HOMEOWNERS

PROFESSIONALS

DISTRIBUTORS

CORPORATE INFO

HOME

[Introduction](#)
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[Color Selector](#)
[Warranty Info](#)
[Selecting a Contractor](#)
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[Installation](#)
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Sustainability



Beauty and Performance for Your Home and Our Planet

Variform by Ply Gem can help you meet your sustainable building goals and earn points in leading green building certification programs. Our products offer features that positively contribute to sustainable building practices, improved energy efficiency or lifecycle benefits of homes. All are important aspects of sustainable building and reflect Variform's contribution to the Ply Gem Enviro initiative.



SUSTAINABLE RESOURCES:

- Variform vinyl siding is manufactured from abundant natural resources: salt (57%) and natural gas (43%).¹
- Vinyl siding generates less construction site waste than cardboard packaging, brick, or lumber.
- Our metal products are made from an alloy that contains recycled content.
- Ply Gem facilities reuse and recycle. All post-product scrap material, pallets and packaging material, reducing raw material needs and landfill use.



ENERGY EFFICIENCY:

- Vinyl siding requires less energy to manufacture per square foot than brick and mortar.¹
- Variform vinyl siding is lighter weight per square than other cladding options, so it requires less fuel to transport. Less fuel used means less pollution.
- Variform CSL 600® High Performance Insulated Vinyl Siding adds up to an additional R4 of insulation to exterior walls, increasing overall wall system R-Value by up to 26%.



LIFECYCLE BENEFITS OF HOMES:

- Variform vinyl siding is durable and requires no site finish.
- When installed properly and under normal use, our products should never require painting or staining. They won't crack, peel, blister, or rot.
- All of our aluminum accessories are easily recyclable. In fact, at the end of its lifecycle in building applications, 100% of the aluminum can be recycled.

¹"A Dozen Things You Might Not Know That Make Vinyl Siding Green," Tad Radzinski, P.E., LEED AP, and VSI. October 10, 2009. <http://www.vinylsiding.org/greenpaper/>

To learn more about Ply Gem Enviro, please visit www.plygem.com. Additionally, Variform has a technical bulletin that details how Variform products support sustainable building goals. Click the link below to download the bulletin "Building to Make a Difference. How Variform Can Help You Meet Your Sustainable Goals." This bulletin provides a comprehensive overview of how Variform products offer features and benefits that support sustainability and green building.

[Building to Make a Difference \(1,020 KB - Adobe .pdf\)](#)



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General

Contractor's Choice® combines unconditional quality with exceptional value. Contractor's Choice is manufactured for use as an exterior weather covering. Furnish and install Variform's Contractor's Choice Vinyl Siding according to manufacturer's recommended application procedure. Utilize Variform's full line of accessories, like J-Channel, Corner Post, Starter Strip and Molding.

Style

Double 4", 8" (200 mm) exposure, 12'6" (3.81 m) panel, horizontal clapboard, wood-grain pattern.

When installed, exposure simulates two 4" clapboards.

Double 5", 10" (250 mm) exposure, 12'0" (3.66 m) panel, horizontal clapboard, wood-grain pattern.

When installed, exposure simulates two 5" clapboards.

Double 4.5", 9" (225 mm) exposure, 12'1" (3.69 m) panel, horizontal dutch lap, wood-grain pattern.

When installed, exposure simulates two 4.5" clapboards.

Triple 3", 9" (225 mm) exposure, 12'1" (3.69 m) panel, horizontal clapboard, wood-grain pattern.

When installed, exposure simulates three 3" clapboards.

Package Information

Double 4" packaged 24 pieces, 12'6" long, 2 squares per carton.

Double 5" packaged 20 pieces, 12'0" long, 2 squares per carton.

Double 4.5" dutch lap packaged 22 pieces, 12'1" long, 2 squares per carton.

Triple 3", packaged 22 pieces, 12'1" long, 2 squares per carton.

Compliance

Contractor's Choice is listed in the National Evaluation Report-460. N.E.R.-460 is recognized by SBCCI (Southern Builders Code Congress International), ICBO (International Conference of Building Officials) and BOCA (Building Officials and Code Administrators International).

Contractor's Choice is in conformance with ASTM D 3679, "Standard Specification for Rigid Polyvinyl Chloride (PVC) Siding."

Physical Properties

Extruded Polyvinyl Chloride (PVC) consisting exclusively of PVC compound with the following typical properties:

	CONTRACTOR'S CHOICE	ASTM STANDARD
Izod impact at 32°F, (ft.·lbF/in.)	1.9	0.65 min
Izod impact at 74°F, (ft.·lbF/in.)	3.3	2.4 min
Tensile strength, (psi)	6326	5800
Tensile modulus, (psi)	364,500	319,000 min
Heat deflection temperature, (°F) @ 264 psi	167	158 min
Coefficient of linear thermal expansion	3.3×10^{-5}	4.5×10^{-5} max
Shore D hardness	82	N/A
Thickness (+.002, -.001)	.040"	.035"
Chemical resistance properties	Excellent	N/A
Flame spread index	20.0	25.0
Smoke density developed	275	N/A

Colors

Autumn Beige, Classic Cream, Delray Sand, Dover White, Georgian Gray, Graphite Gray, Irish Thistle, Island Pearl, Natural Almond, Sandy Tan, Savannah Blue, Silver Mist, Stone Mountain Clay

Compound Cell Classification: Variform Polyvinyl Chloride (PVC) compound is defined as 13344-B in conformance to ASTM D 1784 (1/8 inch Izod specimen).

Weathering: Environmental exposure testing conducted in three environments: dry, hot climate (Arizona), hot, humid climate (Florida) and northern temperate climate per ASTM D 3679.

Color Monitoring: Lot-to-lot color monitoring conducted by Spectrophotometer per Standard Test Procedure CQA332Q3.

Lock: Precision formed using post formed technique.

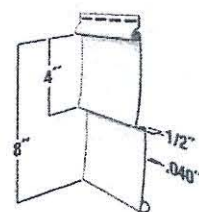
Product specifications are accurate as of the printing date of this specification sheet.

VSI Fire Statement: Rigid vinyl siding is made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel should always take normal precautions to keep sources of fire, such as barbecues and combustible materials, such as dry leaves, mulch and trash, away from vinyl siding.

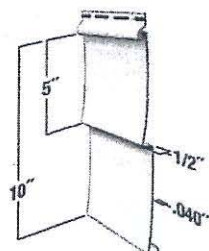
For information about the fire properties of vinyl siding, contact the Vinyl Siding Institute, 1201 15th Street NW, Suite 220, Washington, D.C., 20005.

*Consult the VSI website at www.vinylsiding.org for a current listing of certified products and colors.

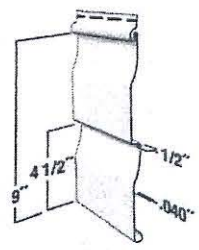
Profile



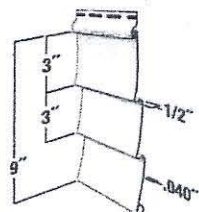
D/4



D/5



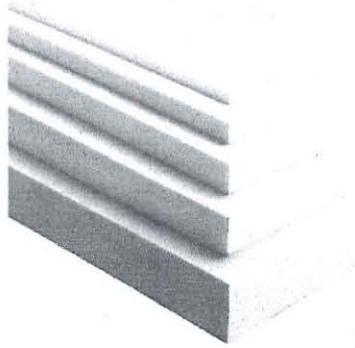
**D/4.5
Dutch Lap**



T/3



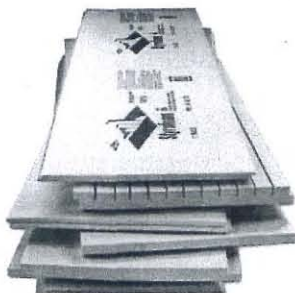
Expanded Polystyrene Foam



Expanded polystyrene foam (EPS) is the cheapest and least used foam board product on the market. This product typically has an R value of 3.6 to 4.0 per inch of thickness. Expanded polystyrene insulation is similar to the foam used for packing “peanuts” and it’s typically used for insulated concrete forms also known as ICF’s. It is also sometimes used on commercial buildings for roof and wall panel insulation which is typically sandwiched between light gauge metal.

Cost = Cheapest of the foam insulation boards.

Extruded Polystyrene Foam



Extruded polystyrene foam (XPS) also known as blue board or pink board comes in many different thicknesses and edge profiles. This insulation board is probably one of the most widely used foam board insulation products in the residential construction industry. XPS has an R value of 4.5 to 5.0 per inch of thickness.

This is the product that I typically use to insulate basement walls. It’s reasonably priced, light weight and easy to use. This product is also used to insulate the outside of foundation walls and even under slabs.

Cost = This product is the middle of the road for these types of foam board insulation products.

Zero Ozone Depletion Potential

Nominal Board Thickness	1/4"	3/8"
R-Value	1.0	1.5

R means resistance to heat flow. The higher the R-value, the greater the insulating power.

To get the marked R-Value, it is essential that this insulation be installed properly. If you do it yourself, get instructions and follow them carefully. Instructions do not come with this package.

Underwriters Laboratories Verified to ESR-2142.

Supplied By:
R.L. ADAMS PLASTICS, INC.
Wyoming, MI 49519

Plastic-Plastic Layflat Fanfold Insulation

R13603

R L ADAMS PLASTIC INC



FOAMED PLASTIC SURFACE LAYFLAT CHARACTERISTICS

	<u>3/8 in. Thick Max Foam+</u>	<u>3/8 in. Thick Maximum Faced Foam+</u>
Flame Spread	10	10
Smoke Developed	200	200-350

+ Installed in a thickness, or stored in an effective thickness, as indicated, for a density of 2.2 pcf.



**IT IS THE BUYER'S RESPONSIBILITY TO ENSURE
PRODUCT USE IN ACCORDANCE WITH ALL
APPLICABLE CODES AND REGULATIONS.**

CAUTION: This product is combustible. Protect from
high heat sources. A protective or thermal barrier may
be required as specified in the appropriate building
code.

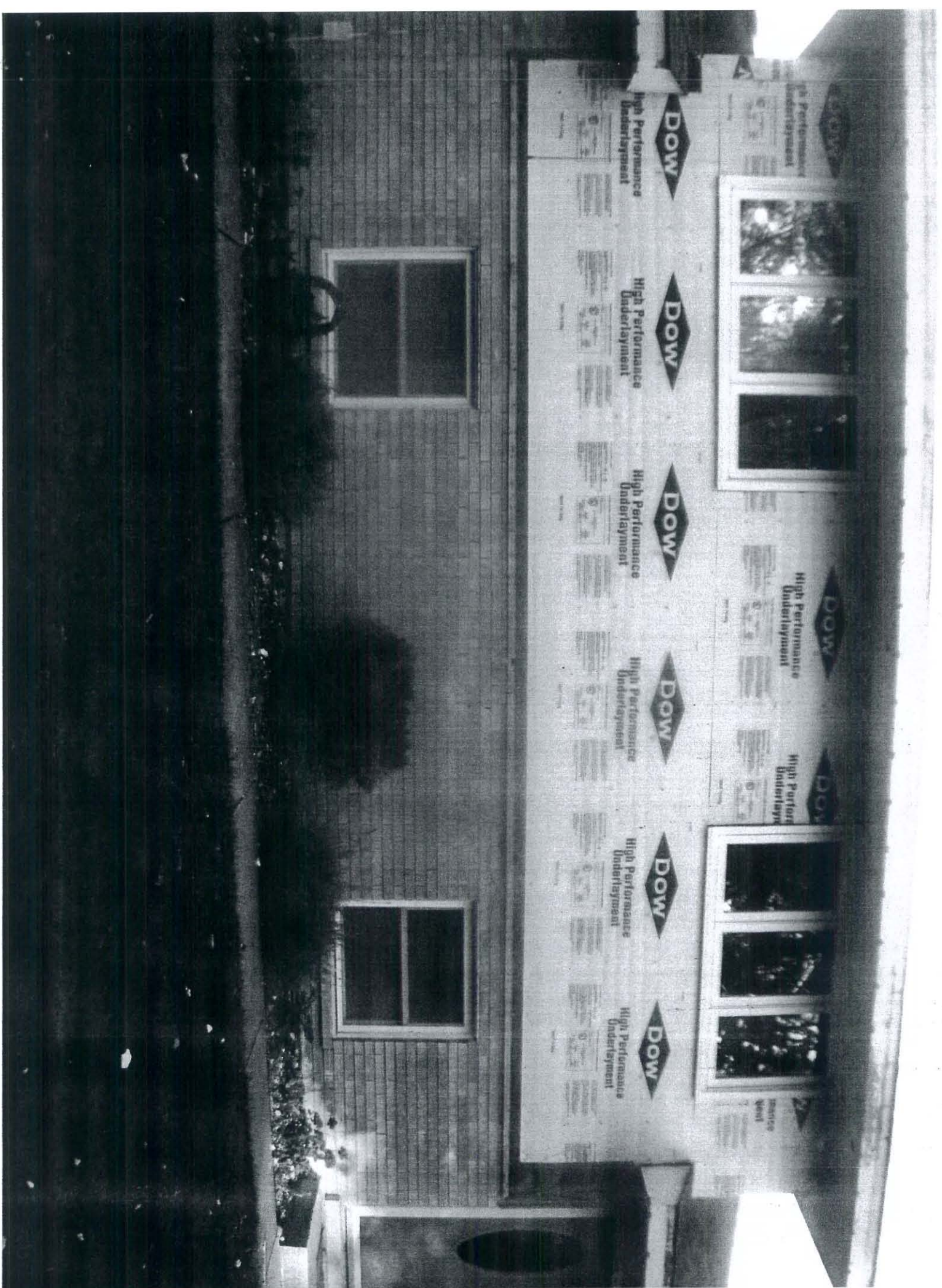
For MSDS and more information,

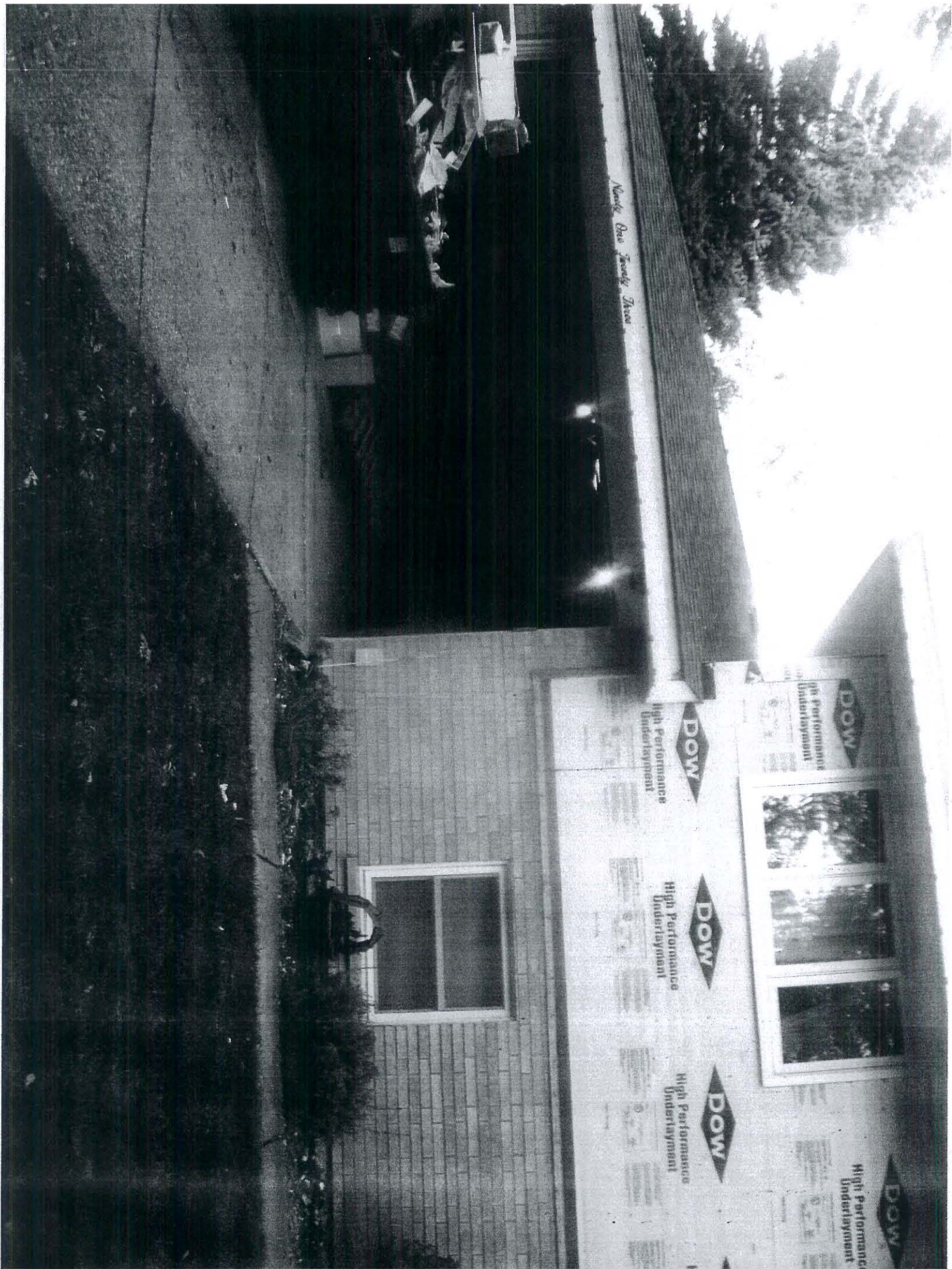
visit www.dow.buildingsolutions.com and/or call Dow
1-866-583-BLUE(2583), or contact your local building
inspector. In an emergency call 1-989-636-4400.

®™ Trademark of The Dow Chemical Company ("Dow"),
or an affiliated company of Dow.

**FOAMED PLASTIC
SURFACE BURNING CHARACTERISTICS
QSR5**

	<u>3/8 in. Thk. Max Foam*</u>	<u>3/8 in. Thk. Maximum Foam Foam*</u>
Spread	10	10
Developed	200	210-300
Installed in a thickness, or stored in an effective thickness, as indicated, for a density of 2.2 pcf.		





9123

DOW

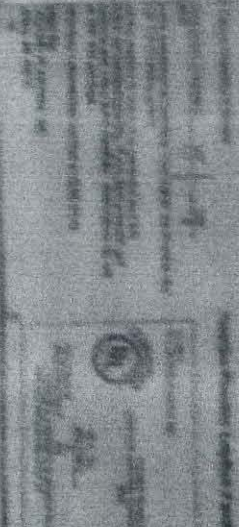
High Performan
Underlaymen



DOW

Do

High Perfe
Underla



Subject: 9123 147th Street REIRS Agreement
From: "Nectarios Pittos" <NPittos@orland-park.il.us>
Date: Fri, 21 Jan 2011 11:36:01 -0600
To: "Helen Skrocki" <acc100@sbcglobal.net>
CC: "Denise Domalewski" <ddomalewski@orland-park.il.us>

Mr. Skrocki,

I was wondering if I could get an update regarding your residential energy project. There has been no follow up from you since the 12/6/10 Board meeting. You had applied for the REIRS program last year and the Village Board had approved your residential energy/ re-siding project for \$3,475. I believe the last contact I had had was to send you the REIRS Agreement to sign in order to do the project and to then obtain the funding.

I have attached that agreement to this email again for your review. If you have any questions regarding it, please let me know. I am hoping that we can complete this project/ payout in an expeditious manner.

Thank you,

Nectarios C. Pittos AICP
PLANNER

Village of Orland Park | Development Services Department | 14700 S Ravinia Ave. 60462 | -p- 708.403.6121 | -f- 708.403.6124 | www.orland-park.il.us

9123 147th Street REIRS AGREEMENT.DOC	Content-Description: 9123 147th Street REIRS AGREEMENT.DOC Content-Type: application/msword Content-Encoding: base64
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