

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

THIS AGREEMENT, entered into this 10 day of May, 2010, between the Village of Orland Park, Illinois (hereinafter referred to as "Village") and the following designated Owner/Lessee, to witness:

Owner's Name: John and Shirley Crowley;

Tax ID#/Social Security #:

334-48-2685; 331-48-7561

Address of Property to be improved: 10161 Hiawatha Trail;

PIN Number: 27-16-107-002;

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 \$1,726.00. 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:

- a) Remove existing windows;
- b) Replace any rotten wood in those openings;
- c) Install new custom made vinyl double hung windows in all seven (7) openings; and
- d) Have exterior window colors be white.

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.

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

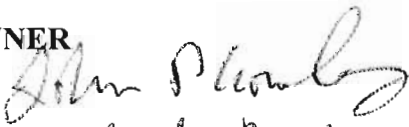
Nothing herein is intended to limit, restrict or prohibit the Owner/Lessee from undertaking any other work in or about the subject premises, which is unrelated to the energy efficiency improvement provided for in this Agreement.

SECTION 10

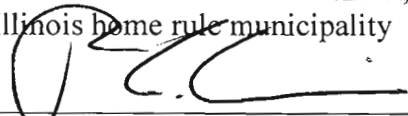
This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement 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



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Department Requested Action

File Number: 2010-0105

Introduced: 2/23/2010

Current Status: IN BOARD OF
TRUSTEES

Version: 0

Matter Type: MOTION

Title/Name/Summary

10161 Hiawatha Trail - REIRS, AR

History

PROJECT:

10161 Hiawatha Trail - Residential Exterior Insulation and Re-Siding Program

PETITIONER:

John Crowley
Shirley Crowley

REQUESTED ACTION:

Administrative Review

PURPOSE:

The purpose of this petition is to install energy efficient "thermal pane" windows on the residence at 10161 Hiawatha Trail, in the Orland Hills Gardens subdivision.

LOCATION:

10161 Hiawatha Trail

P.I.N. NUMBER:

27-16-107-002

ATTACHMENTS:

Modern Image Construction LLC Bid
Vernal Construction Inc. Bid

EXISTING ZONING:

R-3A Residential District

EXISTING LAND USE:

Single Family Home

SURROUNDING ZONING AND LAND USE:

North: R-3A Residential District - Single Family Home

South: R-3A Residential District - Single Family Home

East: R-3A Residential District - Single Family Home

West: R-3A Residential District - Single Family Home

COMPREHENSIVE PLAN DESIGNATION:
Low Intensity Population

TRANSPORTATION:
Hiawatha Trail is a local street.

PLANNING OVERVIEW:

The Residential Exterior Insulation and Re-Siding (REIRS) Program is a program funded for \$50,000 by the Energy Efficiency and Conservation Block Grant (EECBG) funded through the American Recovery and Reinvestment Act of 2009 and administered and approved by the US Department of Energy, Oak Ridge, Tennessee.

The goal of the program is to assist homeowners in specific subdivisions built right after the Second World War to retrofit their homes with more energy efficient building materials that include exterior insulated siding, energy efficient windows, doors and lighting. By improving the energy efficiency of existing homes, homeowners can reduce costs associated with energy consumption.

An additional program goal is to put local contractors to work during difficult economic times.

The petitioner proposes to replace seven (7) windows in his home-four (4) in the living room, one (1) in the hallway and two (2) in the bedroom-with energy efficient Energy Star qualified windows. This is an eligible project per the US DOE approval of the REIRS program.

DISCUSSION:

The REIRS program requires that the petitioner obtain two bids to complete the project. The two bids are from Modern Image Construction LLC and Vernal Construction Inc. Below is a break down of the two bids and clarifications for the proposed work.

Modern Image Construction LLC Bid

This bid proposes to furnish and install "genuine Alside Ultramax custom made thermal pane windows." The bid indicates that it will comply with the program requirements for energy efficient windows. Five (5) windows will have dark cherry interiors and white exteriors and two (2) will have white interior and exterior.

All of the proposed windows will have contoured colonial muntins. The petitioner does not live in a historic district and the appearance of the windows is not regulated per any specific program requirement or other regulation.

The total cost of the bid includes all taxes, labor, materials, insurance, insulation, clean up and haul-away. It also includes the costs associated with the building permits, license and life-time warranty.

All of the proposed windows will have .30 U factor with low "E" glass plus argon gas. The windows will be Energy Star qualified and compliant.

The total bid is \$3,587.00.

Costs associated with building permits and license fees are not eligible expenses for REIRS funding. The building permit fee for window projects is \$60 and license fees are \$75.

The total project cost is estimated at \$3,452.00.

Vernal Construction Inc. Bid

This bid proposes remove the existing windows, replace any rotten wood in those openings, and install new custom made vinyl double hung windows in all seven (7) openings. The interior window colors are to be dark oak woodgrain in five (5) and white in two (2). Exterior window colors will be white.

All the windows will have low "E" glass with argon gas. The windows will be tilt-in panes for top and bottom with additional safety latches. The windows will be capped with aluminum coil stock and caulked completely from the exterior. Similar colonial muntins are proposed under the bid.

License fees, permit costs and finish paint or stain are not included in the estimate. The cost does include clean-up and haul away of job-related debris. Windows come with life-time warranty and one year full labor warranty.

The total project cost is \$3,850.00.

Lowest Bid and Matching Grant

The REIRS program provides up to 50% of the cost of work or \$5,000, whichever is less. The program requires that the lowest bid of the two be selected.

Fifty percent (50%) of the Modern Image bid is \$1,726.00.

Fifty percent (50%) of the Vernal Construction bid is \$1,925.00.

The lowest bid is the Modern Image Construction LLC bid. Using the Modern Image Construction LLC bid, the Village will reimburse the petitioner \$1,726.00 from EECBG.

Energy Analysis

The US EPA estimates that switching to Energy Star windows can save up to 15% more energy for the average home. For this home energy usage is similar to the national average and a 15% energy savings would reduce total energy consumption by nearly 1,000 kWh annually.

Due to cancellation of the April Parks, Recreation and Environmental Initiatives Committee of Trustees, this item has been brought directly to the full Village Board of Trustees.

This case is now before the Village Board of Trustees for review/ approval.

Recommended Action/Motion

I move to approve Mr. and Mrs. John Crowley's Residential Exterior Insulation and Re-Siding Program application for \$1,762.00 from EECBG in matching grant funds as indicated in the attached fully referenced motion.

THIS SECTION FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve Mr. and Mrs. John Crowley's Residential Exterior Insulation and Re-Siding Program application for \$1,726.00 from EECBG in matching grant funds to replace seven (7) windows on the single family home at 10161 Hiawatha Trail with Energy Star qualified low "E" argon gas filled windows, subject to the following conditions:

1. That the bid from Modern Image Construction LLC for \$3,452.00 is used for the proposed window replacement;
2. That all National Environmental Policy Act (NEPA) requirements are met with regard to the hauling away of discarded materials to land fills;
3. That salvageable materials be recycled as much as possible.

"We Take Pride In Your Home"

HOME IMPROVEMENT

CASH SALES CONTRACT

MODERN IMAGE CONSTRUCTION L.L.C (contractor) agrees to furnish all materials and labor necessary to do modernization work and improvements on the premises located at the address listed below under the following terms and conditions.

Owner's Name CROWLEY, JOHN Phone (768) 873-0
 Address 10161 HIAWATHA TRAIL Date 2/13/10
 City ORLAND PARK State IL Zip Code 60462

The undersigned Contractor agrees to furnish the following materials, improvements, labor, and/or services:

FURNISH & INSTALL GENUINE ALSIDE ULTRAMAX CUSTOM
MADE THERMAL PANE WINDOWS. ALL WINDOWS TO QUALIFY
FOR THE TAX CREDIT INCENTIVE. FIVE WINDOWS TO HAVE
DARK CHERRY INTERIOR & WHITE EXTERIOR & TWO WILL HAVE
WHITE INTERIOR & EXTERIOR. ALL WINDOWS WILL HAVE CONTOURED
COLONIAL MUNTINS. TOTAL COST INCLUDES ALL TAXES,
LABOR, MATERIALS, INSURANCE, INSULATION, CLEAN-UP &
HAUL-AWAY, BUILDER'S PERMIT, LICENSE & LIFE-TIME
WARRANTY. ALL WINDOWS TO HAVE .30 U-FACTOR WITH
LOW'E" GLASS PLUS ARGON GAS. ENERGY STAR QUALIFIED

Owner agrees to pay Contractor for all labor and material and services to be furnished by Contractor to Owner, under the terms of this contract.

All for the sum of _____ \$ 3587⁰⁰
 Deposit _____ \$ — 0 —
 Balance _____ \$ 3587⁰⁰

Seller warrants workmanship for one year after date of completion and will remedy substantial defects on written notice from buyer within such one year period.

This contract shall become effective unless notified in writing within thirty days by an authorized officer of MODERN IMAGE CONSTRUCTION L.L.C This contract contains the entire understanding and agreements between the parties and no verbal agreements or changes are to be recognized.

Buyer (s) represents he owns property on which work is to be furnished.

Seller shall not be liable for delays caused by strikes, weather conditions, delay in obtaining goods or other causes beyond its control.

Contractor is not responsible for conditions or circumstances beyond its control including condensation resulting from or due to pre-existing conditions. Planting, staining or redecorating is not included in this contract.

Payment is due in full upon completion of installation as described above. Late fees will begin to accrue if payment in full is not received within three days of completion date. All sums remaining unpaid three days after date of completion shall bear interest at the rate of 1.75% per month, or fraction thereof.

Should the buyer, fail to pay in full as provided herein upon completion, they will be responsible for court costs, costs of litigation, and reasonable attorney's fees incurred in the collection of any past due amounts.

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

Dated 2/13 20 10

MODERN IMAGE CONSTRUCTION L.L.C
 (Contractor)

Owner _____

By:

[Signature]
 (Representative)

(Co) Owner _____

Vernal Construction Inc.

10217 S. Eleanor Palos Hills, IL 60465 Office # (708) 430-9779

Customer's Name: Mr. and Mrs. John Crowley
Address: 10161 Hiawatha Trail
City/State: Orland Park, IL 60616

Date: February 10th, 2010
Tel: (708)873-0390

Scope of work

Vernal Construction Inc. agrees to provide and install custom made thermal pane windows that meet or exceed energy star qualifications. The windows to be replaced are described as follows:

- Remove existing (7) windows in living room (4), hallway (1) and bedroom (2).
- Replace any rotten wood in said openings.
- Install new custom made vinyl double hung windows in (7) openings.
- Windows to have dark oak woodgrain in (5) and white interior in (2).
- All windows to have Low "E" glass plus argon gas filler.
- All windows to have tilt-in panes for top and bottom.
- All windows to have additional safety latches.
- All windows to have white exterior.
- Windows to be capped on the exterior with aluminum coil stock.
- Windows to be caulked completely from the exterior.
- All windows to have colonial muntins on top and bottom.
- License fees and permits not included in proposal.
- Finish paint or stain not included in work.
- Complete clean-up and haul away of job-related debris.
- Windows come with lifetime prorated manufacturer's warranty and one-year full labor warranty.

Owner agrees to pay Contractor for all labor, material, and services to be furnished by Contractor to Owner, under the terms of this contract.

Total cost includes all materials, labor and taxes to complete this job in full. Job is to be paid for by cash, check or money order when job is completed.

All for the sum of: Three thousand eight hundred and fifty dollars \$3,850.00

Deposit: \$0

Balance upon completion: \$3,850.00

Dated: February 10th, 2010

Owner: _____

By: _____

Co-Owner _____