

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

THIS AGREEMENT, entered into this 8 day of November, 2010, between the Village of Orland Park, Illinois (hereinafter referred to as "Village") and the following designated Owner/Lessee, to witness:

Owner's Name: Marie Gudauskas

Lessee's Name: N/A

Tax ID#/Social Security #: 333-46-9330

Address of Property to be improved: 14725 Holly Court

PIN Number: 27-09-302-031

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

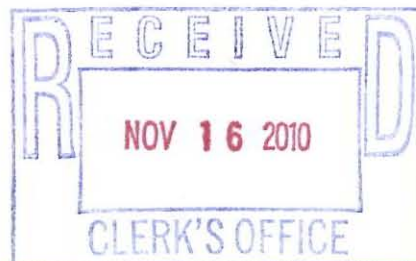
WHEREAS, said Residential Exterior Insulation and Re-Siding Program is funded through a Energy Efficiency and Conservation Block Grant from the US Department of Energy and the American Recovery and Reinvestment Act of 2009 and is administered by the Village with the advice of the Parks, Recreation and 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 \$5,000.00. 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 Evergreen Door and Window bid,

- Install twelve (12) new windows and one (1) new patio door that are energy efficient. The new windows and door will replace the existing inefficient systems;
- Install Omega 12 glass package (ultra U plus 12) dual insulated glass white interior and exterior windows that have full extruded aluminum screen frames with woven fiberglass screen material and white locks.
- Remove existing windows and door and haul it away.
- Correct sills on the north side of the house;
- Repair any rotten wood on the sills;
- Provide aluminum capping around exterior wood casings;
- Caulk between aluminum capping and windows with high-grade silicone caulk.
- Use the Sunrise Windows Essentials products for windows and door.

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: David B. Mada
Village Clerk

DATE: 9/9/10

BUYER: Anthony + Marie Gudauskas

HOME ADDRESS: 14725 Holly CT

CITY: Orland Park IL

ZIP CODE:

HOME PHONE: (708) 403-3812

CELL PHONE: ()

WORK PHONE: ()

YEAR BUILT: 1961

Page ____ of ____

PRE-1978 Lead Practices: ☐ YES ☐ NO

SOURCE:

EMAIL:

LEAD TIME: 8 Weeks + 2 Weeks for Prefinishing

Number of Openings	Type	Opening Size		Vent / Hinge Slide	Location			Color	
		Width	Height		Floor	Facing	Room	Inside	Outside
A									
B									
C									
D									
E									
F									
G									
H									

We propose to do a full frame replacement.

All framing and casing will be removed.

We will insulate with no-warp foam between windows and framing.

All exposed wood on exterior will be capped with Aluminum.

All new casing on inside will be pre-painted

Lead installation practices will be used

Windows will be white in/white out

All taxes, material labor included

All discounts have been applied

INSTALLATION GUARANTEE

The installation and/or labor performed by Seller is guaranteed to you, the purchaser of this service for a period of TWO (2) years from date of contract. Labor for product over 2 years will be a chargeable service. This guarantee covers all faulty installation and/or labor. Fire, flood, lightning, hailstorm, earthquake or other acts of God or other causes beyond the control of the Seller are excluded from this guarantee. Abuse and normal wear and tear are also excluded.

This guarantee covers installation only. All materials are covered under their separate product warranty.

The frame, hardware, threshold, weatherstripping and decorative moulding are warranted against defects of material for a period of ONE (1) year from date of sale.

Warranty covers material only and no other expense such as finish painting, decoration, or labor costs of any kind for removal or reinstallation.

This warranty is applicable to the original purchaser and initial installation and may not be assigned, and no agent, salesman or other individual is authorized to change this warranty; and such changes or modifications will not be recognized by Seller.

Screens for all types of windows are excluded from this warranty. Only items specifically covered in the above warranty will apply.

A signed completion of payment in full constitutes acceptance of product in satisfactory condition.

Nothing in this warranty shall render issuer in any respect liable for incidental or consequential damages, including any damage to building or other property, or for any injuries sustained by any person whomsoever.

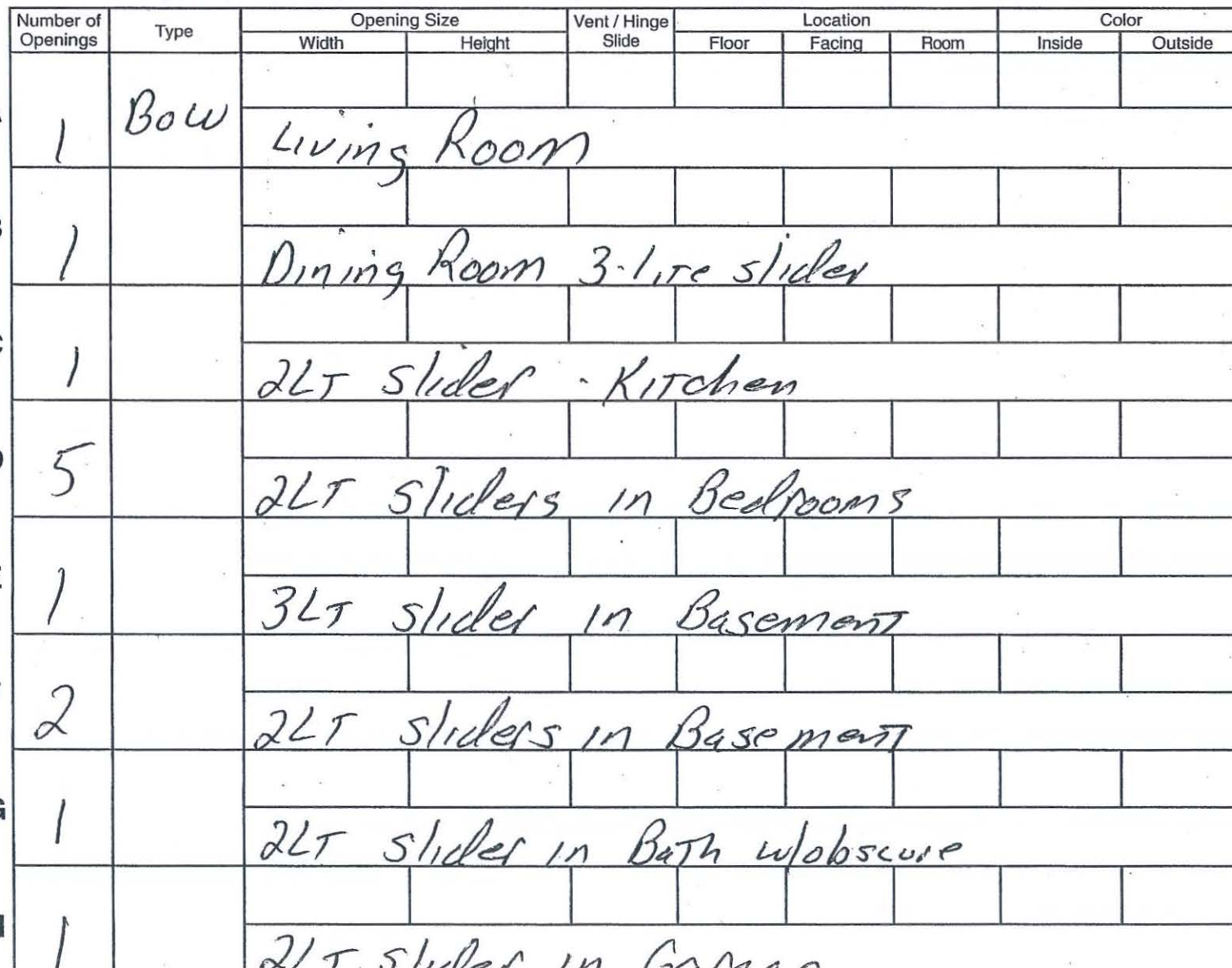
CONDITIONS OF PURCHASE

- 1) No work will be done or material furnished except as specified herein or agreed to in writing. Changes requested by Buyer or required hereunder shall be paid by Buyer in addition to Cash Price. All Seller's rights and remedies extend to changes. Unless otherwise agreed in writing all changes are at Seller's price therefore.
- 2) Seller may make minor variations in work or substitute material of equal or better quality without consent of Buyer.
- 3) Risk of loss for work and material installed in structure is on Buyer.
- 4) Seller is not responsible for delay or inability to perform caused by acts of God, strikes, war, riots, shortages, weather conditions, public authorities or other causes or casualty beyond its control or due to Buyer's conduct.
- 5) If the work is stopped for 7 days or more by a public authority through no fault of Seller or through act or neglect of Buyer, then Seller may stop work or terminate this contract and recover from Buyer payment for all work done as in paragraph 7.
- 6) All surplus material remains Seller's property. Rubbish removal is Buyer's responsibility. During work Seller may use Buyer's utilities and all charges shall be Buyer's responsibility.
- 7) In the event this contract is terminated or cancelled by the Buyer at any time either before or after work has commenced, the Buyer shall pay Seller no less than 50% of the contract price. In addition, in the event Buyer has executed a Trust Deed (Mortgage) in connection with this contract, such Trust Deed (Mortgage) shall serve as security for all damages sustained by Seller by reason of Buyer's action.

If we are required to collect balance due from you, you shall pay all costs of collection, including reasonable attorney's fees. We may proceed against you by way of a mechanic's lien or by way of any other right in law or in equity.

NOTE: This paragraph does not apply to terminations permitted under federal law. (See Notice on Right of Cancellation.)

- 8) If Seller is unable to complete the work for any reason, it may assign its obligations hereunder to a contractor of its choice.
- 9) Seller retains all rights under the Illinois Mechanics Lien Law. Seller's acceptance of a note as evidence of debt or its taking of security shall not deprive Seller of rights under Illinois Mechanics Lien Law.
- 10) THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT UPON REQUEST A SWORN STATEMENT OF PERSONS FURNISHING MATERIAL AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.
- 11) All rights, remedies and privileges of Seller hereunder inure to the benefit of and are enforceable by any assignee of this contract. Buyer and each co-signer hereby waives as against any assignee of Seller's rights under this contract, all claims and defenses, whether now or hereafter existing of Buyer.



INSTALLATION GUARANTEE

The installation and/or labor performed by Seller is guaranteed to you, the purchaser of this service for a period of TWO (2) years from date of contract. Labor for product over 2 years will be a chargeable service. This guarantee covers all faulty installation and/or labor. Fire, flood, lightning, hailstorm, earthquake or other acts of God or other causes beyond the control of the Seller are excluded from this guarantee. Abuse and normal wear and tear are also excluded.

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Screens for all types of windows are excluded from this warranty. Only items specifically covered in the above warranty will apply.

A signed completion of payment in full constitutes acceptance of product in satisfactory condition.

Nothing in this warranty shall render issuer in any respect liable for incidental or consequential damages, including any damage to building or other property, or for any injuries sustained by any person whomsoever.

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- 1) No work will be done or material furnished except as specified herein or agreed to in writing. Changes requested by Buyer or required hereunder shall be paid by Buyer in addition to Cash Price. All Seller's rights and remedies extend to changes. Unless otherwise agreed in writing all changes are at Seller's price therefore.
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- 3) Risk of loss for work and material installed in structure is on Buyer.
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- 10) THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT UPON REQUEST A SWORN STATEMENT OF PERSONS FURNISHING MATERIAL AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.
- 11) All rights, remedies and privileges of Seller hereunder inure to the benefit of and are enforceable by any assignee of this contract. Buyer and each

Living Room - 3LT slider
straight - 1055⁰⁰
Bow - 3908⁰⁰

Kitchen - 2LT slider 681⁰⁰

Dining Room 3LT slider 1055⁰⁰

Bed rooms (5) 2LT sliders 681⁰⁰ = 3405⁰⁰

Basement 3LT slider 1055⁰⁰

Basement (2) 2LT sliders 681⁰⁰ = 1362⁰⁰

Bath 2LT slider obscure 694⁰⁰

Garage 2LT slider 681⁰⁰

Basement Sliding Patio Door 1600⁰⁰

Includes Painting, New Casing and
Lead Paint Installation

Includes staining, bench seat on Bow

OVER 50 YEARS DEPENDABLE SERVICE



DOOR & WINDOW

3800 W. 95th STREET • EVERGREEN PARK, IL 60805-2003

(708) 423-1720

9/14/10

Proposal for:

Marie Gudauskas

14725 Holly Ct.

Orland Park, IL 60462

(708) 403-3812

Remove and haul away existing windows.

Install: Sunrise vinyl windows. Windows include: Omega 12 glass package (Ultra U Plus 12) Dual insulated glass, Color White interior and exterior, full extruded aluminum screen frames with woven fiberglass screen material, with white locks.

Installation includes: Remove and haul away existing windows. Inspect opening install new windows, new fiberglass insulation around perimeter; Replace sills on North side of house. Repair any rotten wood on sills; and aluminum capping around exterior wood casing. Caulk between aluminum capping and window with high-grade silicone caulk. All work to be done by Evergreen Door & Window.

Window Summary: Whole house (includes 1st and 2nd floor)

Sunrise Windows

1 – 5-lite Bow window unit; NH-LH-NH-RH-NH

includes insulated oak seat board, includes white aluminum roof, folding handles

11 – Slider windows: windows tilt and turn

1 – Patio Door: includes white handle, footbolt, multi-point lock, new interior unfinished casing

Unit Total: 13

Total Price: \$ 12,180.00

Pricing includes all material, taxes, labor, and debris removal.

Warranties

Sunrise Window provides a lifetime warranty for the basic window unit, moving parts, fiberglass screens, and the insulated glass unit. Upon sale of the home, the new homeowner will be covered as described above, for 10 years from purchase date. Labor and material warranties are for 1 year. ALL WORK DONE BY EVERGREEN DOOR & WINDOW!

Consultant Michael Favel Customer Authorization _____

EVERGREEN DOOR & WINDOW IS A LICENSED CONSTRUCTION CONTRACTOR.
EVERGREEN DOOR & WINDOW IS INSURED AND BONDED TO PERFORM ABOVE WORK.

www.evergreenwindow.com



"A Family Owned Business Providing over 50 Years of Dependable Service to Satisfied Customers"

evergreenwindow.com

Page: 1 Of 1

Custom Fit
Expert Installation

Proposal Date 9/7/10

Deposit Date _____

3800 W. 95th Street • Evergreen Park, IL. 60805-2003

(708) 423-1720

Name <u>Maria Gudauskas</u>	Hm. Phone <u>708-403-3812</u>
Business Name _____	Wk/Cell _____
Address <u>14725 Holly st</u>	E-mail _____
City <u>Orland Park</u> Zip <u>60462</u>	Lead Source _____
P.O. _____	P.O. _____

ALARM ☐ Y ☐ N \$50 per door & window to remove & reconnect contacts or sensors. (Subject to Terms and Conditions of contract regarding alarms).

TOTAL UNITS - 1 Bow 11 Slider 1 Patio Door

HOUSE STYLE - Brick & Frame

LOCATION - Whole House

PRODUCT - Sliding

STYLE - Bow Slider Patio Door

COLOR - white and out

GLASS - Low E in Argon

HARDWARE - Deluxe Hardware

SCREEN - Full Screen

WOOD - Aplon when needed

CAPPING - Cap to Mill

1st Floor 4 Life Bow 1st Floor

3134 4853

2nd Floor Patio Door

2672 2193

Replace Sills on north side of House

2nd Floor Patio Door

2672 2193

Replace Sills on north side of House

2nd Floor Patio Door

2672 2193

Replace Sills on north side of House

2nd Floor Patio Door

2672 2193

Replace Sills on north side of House

2nd Floor Patio Door

2672 2193

Replace Sills on north side of House

2nd Floor Patio Door

2672 2193

Pricing includes tax, labor, material & job related debris removal.

Evergreen Door & Window is not responsible for product type, style or color choices made by the customer authorizing this contract or alterations as a result of new product installation. Local permit fees are the responsibility of the authorizing customer of this contract and are not included in the contract price. If Evergreen Door & Window obtains the permit the fees will be added to the Contract price.

This agreement is subject to the terms and conditions on the back of this page & must be authorized by our customer before activation.

BALANCE DUE UPON COMPLETION

Customer Authorization _____
Sale Representative Michael Faud

Payment Options: ☐ Special ☐ Check ☐ Finance ☐ Credit Card

Final Payment to be made with _____ (Cash, Check, Finance, Credit Card) Only

Price \$ _____

Deposit \$ _____

Permit Fee \$ _____

BALANCE \$ _____

DATE PAID 1/1



2009/2010 Energy Efficiency Tax Credit

Sunrise Windows and Sliding Doors help increase your home's comfort and energy efficiency. Better yet, if you buy them now, you may qualify for a credit of 30% of the product cost up to \$1,500 on your Federal income tax.*

Details

As part of the Economic Stimulus package, the American Recovery and Reinvestment Act of 2009 modifies and extends federal tax credits for eligible building components that improve energy efficiency. To be eligible, windows and doors must have both a U-Factor equal to or less than 0.30 and a Solar Heat Gain Coefficient (SHGC) equal to or less than 0.30.

- Tax credit is for the cost of the product only and does not include installation costs. Be sure to ask for a sales receipt that shows the cost of the product only.
- Tax credit is 30% of the amount paid for the product, up to a maximum of \$1,500 combined for 2009 and 2010 (including other eligible items listed in the IRS Notice).**
- This is a new credit for 2009 and 2010.

How to Qualify for the Tax Credit**

1. Purchase a qualifying Sunrise Window or Sliding Door with an approved glass package. The window or door must have both a U-Factor and SHGC of 0.30 or lower.*
2. Save your sales receipt and Manufacturer's Certification Statement with your tax documents.
3. Purchase and install qualifying products beginning January 1, 2009 through December 31, 2010, and meet all other requirements outlined in the Federal tax code.**
4. Claim the tax credit associated with your qualifying purchase during your Federal filing for the 2009 and/or 2010 tax year.

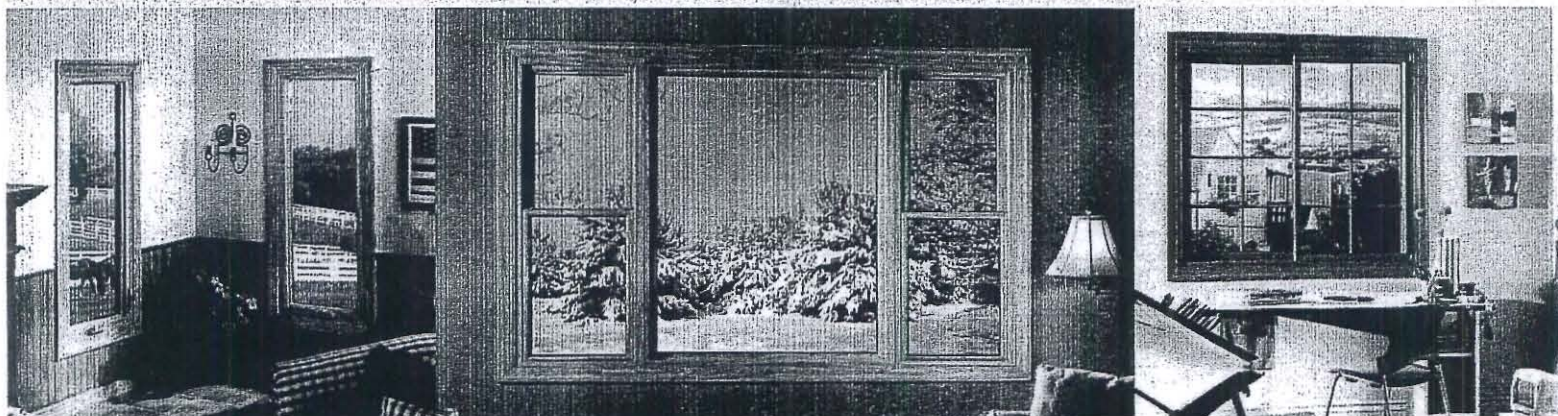
 National Fenestration Rating Council www.nfrc.org	Sunrise Windows Vinyl Extruded, Dual Glazed, Ultra-U Plus Glass with Argon Fill Product Type: Vertical Slider		
ENERGY PERFORMANCE RATINGS			
U-Factor (U.S./I-P)		Solar Heat Gain Coefficient	
0.29		0.28	
ADDITIONAL PERFORMANCE RATINGS			
Visible Transmittance		Air Leakage (U.S./I-P)	
0.54		0.1	
Condensation Resistance			
57			
Manufacturer warrants that these ratings conform to applicable NFRC procedures for determining window and product performance. NFRC ratings are submitted for a third party certification and are not a warranty. For more information, visit www.nfrc.org.			

www.sunrisewindows.com

*Many Sunrise Windows products with approved glass packages will qualify when used for remodeling, replacement or home improvement. Please consult your tax planner and review all IRS guidelines. Sunrise Windows is not a tax advisor.

**The above information is the best available information and is a partial summary of the revisions to the Federal tax code (U.S. Code Title 26, Section 25C) as updated by the American Recovery and Reinvestment Act of 2009. Taxpayers should check with the IRS regarding updates to the IRS interim guidance Notice 2006-26 for further details on the tax credit. Other energy efficient improvements may apply; check the following link and the IRS website for more details (<http://www.irs.gov/newsroom/article/0,,id=154657,000.html>). Sunrise Windows bears no responsibility in the validation of obtaining the tax credit. Please consult with a professional tax advisor or the IRS. Additional information can be found at: www.energystar.gov/taxcredits.

"ENERGY STAR" is a registered trademark of the U.S. Environmental Protection Agency. "Sunrise Windows" and the Sunrise Windows logo are registered trademarks of Sunrise Windows, LTD. All other marks where denoted are marks of Sunrise Windows, LTD. ©2009 Sunrise Windows, LTD. All rights reserved.



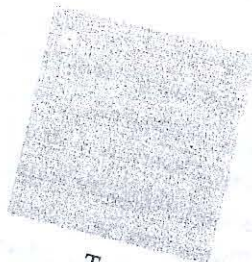
They Allow You to Express Your Style

Essentials by Sunrise Windows come in two colors to complement any decor: Painters White and Tan.

Window Colors

You also have your choice of two styles of grids: Standard Colonial and Contour. Both styles are available in various patterns, and, best of all, the grids are contained in the airtight space between the panes of glass so you don't have to dust them!

Painters White



Tan

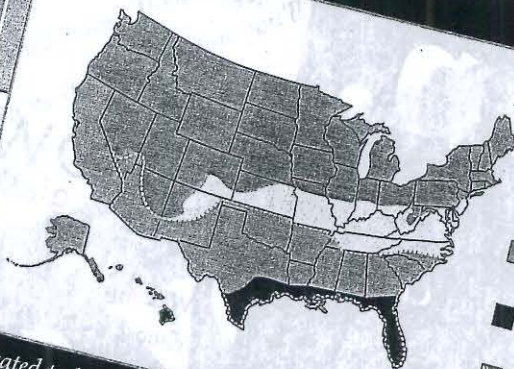
Grids Between The Glass



Standard Colonial Grid

Contour Grid

Window Type	Glass Package	U-Factor	SHGC	ENERGY STAR
Double Hung	Power E	0.30	0.29	
Slider	Power E	0.30	0.29	
Picture Window	Power E	0.29	0.30	



- Northern
Mostly Heating
- North/Central
Heating & Cooling
- South/Central
Cooling & Heating
- Southern
Mostly Cooling
- Alternative
Criteria Allowed

ENERGY STAR (www.energystar.gov) is a United States Government supported program dedicated to helping protect the environment through the investment in energy efficient products. Essentials by Sunrise exceed Energy Star's performance guidelines in every state of the country. This data is accurate as of July 26, 2009. Due to ongoing product changes, updated test results, or new industry standards, this data may change over time. Ratings are for sizes specified by NFRC for testing and conditions, coastal applications, etc.

NFRC (www.nfrc.org) Energy Performance Label provides "apples to apples" testing data for consumers to compare the performance characteristics of different brands of windows and doors. Essentials by Sunrise are tested to these exacting standards.



Essentials by Sunrise Windows featuring Power E Glass qualify for the 500 of the Energy Tax Credit in Recovery & Reinvestment.



Form 1040 (2c)
Tax and Credits

Form 1040
Label