



**Americanstruction Inc.**

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Mokena, 60448

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License #: 104.018983/105.009211

### **Roof Maintenance and Service Agreement**

#### PARTIES

This agreement, by and between [REDACTED] herein referred to as "owner", and Americanstruction Inc., herein referred to as "Americanstruction.". Owner and Americanstruction in consideration of mutual covenants hereinafter set forth agree as follows:

#### PURPOSE

All Low Slope Roofing Systems are susceptible to severe weathering, expansion, contraction, and even abuse. It is not uncommon for some leakage to develop at any time after the original roof application as a result of these causes. In addition, roofs frequently don't last their design life, but with proactive inspections and scheduled maintenance, Americanstruction can ensure that you'll beat the odds with a roofing system that lasts beyond its normal life cycle.

Even though a manufacturer's warranty may have been purchased with your new roof, most roofing materials manufacturers require regular maintenance to keep roof warranties valid. This means the building owner continues to be responsible for the proper roof care and maintenance to insure its top performance.

Americanstruction's goal is to ensure performance of your existing roof system by offering a maintenance program, which ultimately reduces the costs incurred for roof repairs and/or replacement.

## SERVICES

Americanstruction's roof inspection ("the Work") will consist of the following services:

1. Inspect the entire roof area for damage that may have resulted from foreign objects or from human activity i.e.: HVAC unit maintenance.
2. Remove all debris that may have accumulated on the roof surface to ensure it does not restrict drainage or cause roof membrane damage.
3. Inspect and clean all roof drains, overflow drains, gates, and scupper drains to ensure a free flow of rain water and snow melt.
4. Inspect all welds at membrane field seams, roof curbs, and roof penetrations. Verify no voids have developed at weld points
5. Inspect all sheet metal flashings and counter flashings at copings, gutters, collector boxes, and downspouts to verify they are firmly attached and sealed.
6. Inspect and verify roof access scuttle, ladder, and locking mechanism are operational and all flashings are in place and secure.
7. Verify all HVAC unit access doors and covers are installed and secured
8. Submit a written report including photos to the building owner detailing the current roof condition, evidence of any roof abuse, and any problems that could potentially lead to future roof problems. Michael DeGregorio is a thermographer capable of conducting thermal scans that can determine the possibility of moisture levels within the roofing system. Price upon request.
9. In the event of severe weather, provide emergency monitoring service and perform immediate property inspections as part of the agreement to determine emergency repairs needed to mitigate damage and quickly prepare estimates working directly with insurance carriers to get appropriate funds to repair or replace damaged structures. Michael DeGregorio of Americanstruction Inc. is a licensed public adjuster in the State of Illinois having represented commercial clients and ensuring clients are not underpaid on claims.
10. Any deficiencies (ie. repairs) will be dealt with on a fixed cost or time and material basis. Contractor will provide the owner or owner's representative an estimate of the repairs needed. Work will commence upon written approval by the owner or owner's representative.

## FEES

Americanstruction agrees to perform a roof maintenance service program to the low slope roof roofing system (annually in the fall and/or semi-annually in the fall and spring) and will coordinate with the owner to schedule inspection date(s) and time(s).

Inspection Fee:	\$0.08/sq. ft. (\$300.00 minimum) sq ft includes field + walls (parapet and gravel stop)
Travel Time:	\$45.00 per hour (if located outside 30-mile radius of Americanstruction Office)
Mileage Fee:	\$0.48 per mile (if located outside 30-mile radius of Americanstruction Office)

PROPERTY (Project Address)

1. 1850 Tower Drive, Glenview, IL 60026

Sq Ft including walls 47,394 x .04 = \$1,895.76

2. 2001 Tower Drive, Glenview IL. 60026

Sq Ft including walls 57,138 x .04 = \$2,285.52

3. 1801 Tower Drive, Glenview IL. 60026

Sq Ft including walls 64,584 x .04 = \$2,583.40

In witness whereof, the parties hereto have executed this Agreement

\_\_\_\_\_

\_\_\_\_\_

Owner Signature

Date

Americanstruction Rep.  
Signature

Date

**TERMS AND CONDITIONS**

**A. FINAL SCOPE OF WORK AND AGREEMENT PRICE:** We will perform the Final Scope of Work (“the Work”) for the Agreement Price. The Agreement Price does not include any builder’s risk insurance coverage, which may be provided for an additional fee upon request. We reserve the right to perform any changed/additional work with your verbal instruction, but shall not be required to perform such work without a signed Change Order.

**B. TERMS OF PAYMENT: Payment per Trade Policy:** We reserve the right to invoice you once any particular trade is fully completed and to collect said payment in full before beginning any succeeding trade. Any balance remaining shall be due upon substantial completion of the Work. You acknowledge that payment in full for the Work is a precondition to our obligation to honor our Labor Warranty or to provide the Material Warranty. Acceptance of late or partial payments (regardless of any purported limitations such as ‘Paid in Full’, ‘Accord and Satisfaction’, or similar), will not waive, limit, or prejudice our right to collect any amounts due. You agree that if any amounts due for completed work are not paid when due, you shall be liable to pay all costs of collection, including reasonable attorney’s fees and collection costs which, together with all sums due hereunder, shall bear interest at the maximum rate allowable by law until paid in full. You further agree that we shall be entitled to an enforceable contractual lien against the property and any insurance proceeds as security to ensure payment for our Work

**C. OUR RESPONSIBILITY:** We agree to perform our Work in a professional, efficient, good and workmanlike manner, according to standard construction practices and all applicable building codes. We will supervise and direct all work using our best skill and attention and be solely responsible for all construction means, methods, techniques, sequences and procedures, and for

contracting and performing all portions of the Work under this Agreement. You agree that we are not responsible for the safety and health of any persons present at the job site who are not our employees, subcontractors or agents or for the failure of any materials or equipment not within our direct control. All material we provide is guaranteed to be as specified. In the event that material has to be restocked or reordered because of a cancellation or interference by you or at your direction, in addition to any other fees or costs associated therewith, there will be a materials restocking fee equal to 15% of the value of the applicable materials. Acceptance of this Agreement by you shall constitute acceptance of the terms, conditions and limitations of said warranty. You agree that our maximum liability, in the event of any default by us, shall not exceed the total sum paid to us for our Work.

**D. YOUR RESPONSIBILITY:** You certify that your property insurance policy is and will remain valid and in force until completion of the Work. Certificates of such insurance shall be provided to us if requested. You authorize us access to enter your property, furnish materials, and supply all equipment and labor necessary to perform all work identified in the Final Scope of Work. Should you become aware of any damage to your property you believe was caused by us, our subcontractors, agents or employees during the course of the Work, you must notify us of said damage prior to the time of final payment for the work in question. If you fail to notify us, you waive all rights against us concerning said damage. You acknowledge that we are not responsible for damage to landscaping, driveway or sidewalks as a result of normal construction activities. You further acknowledge that re-roofing an existing building may cause dust or debris to fall into the interior, and may cause objects to fall from the interior ceilings and walls. You therefore agree to remove or protect interior and exterior property directly below the roof in order to minimize potential property damage, and that you are solely responsible for any disturbance, damage, clean-up, or loss to property resulting from your failure to do so prior to commencement of construction. You acknowledge that any loss of productivity experienced by us due to interference by you or at your direction may result in an additional charge. You understand that by code, nails must penetrate the roof deck at least 1/4" and warrant that all electrical wiring, HVAC, plumbing and/or gas lines have been installed according to all applicable building codes and agree that we are not liable for any punctures through lines closer than 3" from the underside of your roof deck. Furthermore, you understand that nail pops on textured ceilings cannot reasonably be avoided during the installation of a roof and agree not to hold us liable for any nail pops or drywall cracking or movement incidental to the construction process. It is your responsibility to address any concern about ponding areas on the roof before work commences, and agree that any repairs necessary to correct ponding not the result of our work will be charged to you as an extra. You agree that your property insurance shall be liable for any interior damage that occurs as a result of our work provided we have taken reasonable care to protect the roof and interior during our Work.

**E. WORK SCHEDULE:** You authorize us to perform the Final Scope of Work and to commence construction AS SOON AS FEASIBLE after the execution of this Agreement. We agree to diligently pursue completion of the Work, however, we are not responsible for delays beyond our control such as floods, tornadoes, earthquakes, lightning, natural disasters or any other inclement or unfavorable weather; national emergencies, strikes, lockouts, fires, freight embargoes or labor disputes; inability to obtain labor, services or any materials subject to supply shortages; acts or failures to act by you, your agents or tenants which delays the Work; changes in the plans or specifications; acts of war, riots, civil commotion; fires; epidemics, quarantine restrictions; delays caused by any state, government, public authority or public enemy, or any other delays beyond our control. We routinely order more materials than necessary; therefore, all leftover building materials remain our property.

**F. DELAYS AND/OR CANCELLATION:** This agreement cannot be cancelled except by mutual written agreement of all parties. In the event that you elect to delay scheduling the Work or cancel this Agreement, whether or not work has commenced, you expressly acknowledge and agree that we will suffer serious financial harm which cannot be ascertained at this time. As such, you agree that 15% of the Agreement Price, plus the reasonable value of any consultant services or fees expended on your behalf in identifying damage to the Property, would be reasonable compensation as liquidated damages, but not as a penalty, for termination of this Agreement, all of which shall be credited toward the Agreement Price in the event you elect to have us perform the Final Scope of Work.

**G. DISPUTE RESOLUTION:** You agree that any claim or controversy, arising out of or relating to this Agreement or any alleged breach thereof, shall be determined by binding arbitration in the County in which the property is located under the rules of the Federal Arbitration Act. Absent other agreements by the parties, the arbitration shall be administered by the American Arbitration Association. Any award of the Arbitrator is final and binding and may be entered as a final judgment in any court having jurisdiction thereof. You expressly waive the right to consequential or exemplary damages, to participate in any class actions, and to a trial by jury of any claims arising from this Agreement. In the event it is necessary for us to initiate any collection or legal proceedings to enforce our rights under this Agreement, you agree to pay all legal fees and costs of any nature whatsoever associated therewith incurred by us.

**H. ASBESTOS AND HAZARDOUS MATERIALS:** You agree that we are not responsible for expenses, claims, or damages arising out of the presence, disturbance, or removal of mold-containing, asbestos-containing, or any other hazardous materials. If such materials are encountered, we reserve the right to suspend work while you engage a firm specializing in the removal and disposal of such hazardous materials, at your sole expense, or to submit a change order and perform the necessary work for additional compensation. We will be entitled to compensation for any additional expenses incurred as a result of encountering mold-containing, asbestos-containing, or any other hazardous materials. You acknowledge that mold is a latent but foreseeable condition when specified maintenance procedures to prevent moisture intrusion are not followed. Moisture that has entered into the building prior to our work may result in mold growth. YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND US FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, CLAIMS, DEMANDS, FINES, FEES, PENALTIES OR CITATIONS OF ANY KIND, INCLUDING BODILY INJURY OR PROPERTY DAMAGE, NOW OR IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF MOLD, ASBESTOS, OR ANY OTHER HAZARDOUS MATERIALS,

