



### Preventive Maintenance Roof Program

**Plan Submitted To:**

Dana Point Condominium Association  
1519 Central Rd.  
Arlington Heights, IL 60005  
Attn: Lisette Ray  
Office: (847) 228-5176  
Fax: (847) 228-5190  
LRay@lmsnet.com

**Job Location:**

**Bldg. # / Core & Wing**  
1405 / Core & A, B, C  
1415 / Core & A, B, C  
1605 / Core & A, B, C  
1615 / Core & A, B, C  
1515 / Core & A, B, C  
1505 / Core & A, B

**Date:**

6/27/13

+ includes all canopies

Today, more and more (building owners) and other potential roof purchasers are finding that a comprehensive (PM) Preventive Maintenance program (administered by a qualified roofing company) is worth its weight in gold. A proactive vs. reactive approach will correct minor issues before they become catastrophes. A **Peterson Roofing, Inc.** maintenance program allows for a planned, organized approach to managing your roof asset - and allows for responsible, timely preparation of long-term capital expenditures. *With this in mind:*

**Peterson Roofing, Inc.** agrees, for a period of one (1) year (8/1/2013 - 8/1/2014), to provide inspection and maintenance of roofing, subject to terms and conditions hereof; and Owner agrees to terms and conditions hereof; as follows:

1. Annual Maintenance Inspections: With cost to owner, **Peterson Roofing, Inc.** shall inspect all roof sections each year. Following each inspection, **Peterson Roofing, Inc.** shall submit a written report to Owner stating nature and circumstances (if known) of observed damages, deterioration, unusual wear, and excessive weathering, and shall recommend maintenance work needed to restore roofing and to minimize further deterioration, and shall provide a cost estimate or proposal to Owner for recommended work.
2. Temporary Repair Work: At Owner's cost (but without delaying work for agreement on cost), **Peterson Roofing, Inc.** shall respond to each notice by Owner to the effect that roofing is not watertight, and shall provide temporary work as required to make roofing temporarily watertight. **Peterson Roofing, Inc.** shall proceed with work within 48 hours of time each notice is received, except as further delayed by weather conditions, which prohibit effective temporary work. Owner's notice shall be omitted when Owner and **Peterson Roofing Inc.** agree, *in writing*, that permanent repair work, as hereinafter specified, can proceed without delay and undue risk to Owner's property.
3. Permanent Roofing Work: At Owner's cost, and when a specific basis of cost has been agreed upon, *in writing*, by Owner and **Peterson Roofing, Inc.** and when authorized by Owner, *in writing*, **Peterson Roofing, Inc.** shall perform permanent roofing work, hereby defined to include roofing removal, replacement, repair, maintenance operations, and other similar work as authorized.

**With the proper preventative maintenance plan, your new roof system will:**

1. Continue to add protection to your building for many years to come, protecting you and your belongings from the harsh weather changes.
2. Enable your new or existing roof to last to its fullest potential.
3. Prevent minor problems from developing into major problems.
4. Management of roof asset(s) is achieved.
5. **RESPONSE TIME** to address leakage problems is greatly improved with a historical file maintained by **Peterson Roofing, Inc.**

**To inspect and maintain your roofing system against normal wear and tear annually:**

**NOTE:** Individual Inspection Reports Will Be Provided For All Wing And Core Sections.

**COST PER INSPECTION: \$ 434.78 Per Wing and Per Core**

**TOTAL COST FOR ALL INSPECTIONS: \$ 10,000.00**

*(\$2) + \$100 for clubhouse*

**[To be paid at completion of each inspection.]**

**\*\*\* Price per inspection does not include "cost of repairs". \*\*\***

**This contract will not automatically renew.**

(If needed; additional repair proposal will be provided upon completed roof inspection.)

As I sign to the above Maintenance Program I thank you for this opportunity to serve you.

  
Joe Peterson  
Authorized Agent of Peterson Roofing, Inc.

**ACCEPTANCE OF PM ROOF PROGRAM**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the inspection as specified.

Date 7/20/13 Signature Angela Simon  
Dana Point Condo Assn  
President



## **ADDENDUM**

In consideration of the mutual covenants and promises of the parties hereunder, this Addendum, shall be incorporated into and made a part of the Preventative Maintenance Roof Program Agreement dated June 27, 2013, (the "Agreement") between Peterson Roofing, Inc. ("PRI") and Dana Point Condominium Association (the "Association" or "Owner"). To the extent there is any inconsistency between this Addendum and the Agreement, this Addendum shall control.

The Agreement is modified as follows:

- I. The following shall be added to Section 2 of the Agreement, entitled "Temporary Repair Work" :

This provision shall pertain to urgent temporary repairs deemed necessary when PRI is called to address water leaks or other urgent building issues.

- II. The following shall be added to Section 3 of the Agreement, entitled "Permanent Roofing Work":

No permanent roofing work or other roofing work, other than Temporary Repair Work pursuant to Section 2, shall be performed unless and until a separate written agreement for work is prepared and executed by PRI and the Association.

- III. The Temporary Repair Work, and any Permanent Roofing Work, which might be performed by PRI is not exclusive to PRI, and the Association reserves the right in its sole discretion to retain other contractors to perform such work.

- IV. The General Project Notes/Terms & Conditions, at the paragraph entitled "Mold" is modified as follows: Subsection 1 shall only refer to claims relating to mold as set forth in this Paragraph, and no other claims; and the paragraph is further modified by adding the following language: "Notwithstanding anything in this provision, to the extent any mold is subsequently found in the building and is as a result of repairs by PRI, and it is determined that the building is properly ventilated per FHA requirements to the extent ventilation pertains to that mold, then Customer shall not be subject to Subsections 1 and 2 of this paragraph."

- V. The General Project Notes/Terms & Conditions, at the paragraph entitled "Payments" is modified by replacing the last sentence with the following: "In any action brought by any Party to enforce the terms of this Agreement, the prevailing party in said action shall be entitled to recover its attorneys fees and costs incurred in said action."

- VI. The General Project Notes/Terms & Conditions, at paragraph entitled "Payments" is modified by adding the following:

Payments shall be made within thirty days after PRI submits its invoice for payment, containing specific detail to itemize the services and materials upon which it seeks payment. Interest will begin to accrue on the thirty-first day after the invoice was submitted to the Customer. Customer shall not be responsible for interest on disputed amounts ultimately found not to be due.

VII. The following shall be added to the Agreement::

**INDEMNIFICATION BY PRI; INSURANCE:** PRI shall indemnify and hold harmless the Association, its directors, officers, employees, managers, members and agents, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance or non-performance of the services and work provided pursuant to this Agreement, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission or intentional act of PRI or any subcontractors, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

PRI shall maintain at all times during the term of this Agreement the following insurance coverage and any other additional insurance and/or bonds required by law: Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence for bodily injury or death and property damage liability and at least \$2,000,000 General Policy Aggregate (applicable to Commercial General Liability Policies); and Workers Compensation insurance in the amount of statutory limits. The Association shall be named as an additional insured on all Liability policies. At no time shall any employee or agent of PRI come on to the Association's Property without any and all of the foregoing insurance coverage in place. PRI shall immediately provide proof of such insurance upon request by the Association.

VIII. The Association and PRI may terminate the Agreement at any time, without penalty or termination or cancellation fee, and PRI shall be entitled to payment for proper services and materials it properly provided up to the date of termination.

DANA POINT CONDOMINIUM  
ASSOCIATION:

By: Angela L. L.

Title: President

Date: 8/23/13

PETERSON ROOFING, INC.

By: Shawn W. Peterson

Title: PRESIDENT

Date: 8/27/13



CONDOMINIUM ASSOCIATION  
1519 EAST CENTRAL ROAD  
ARLINGTON HEIGHTS, ILLINOIS 60005  
(847) 228-5176 • Fax (847) 228-5190

August 23, 2013

0554 - PETERSON ROOFING INC (NEW  
PROPERTY EXPIRES 12/31/13)

603 E Kensington Road  
Mt. Prospect, IL 60056

0554

RE: THE DANA POINT CONDOMINIUM  
ASSOCIATION

Dear Jim Peterson:

Thank you for submitting your proposal for the annual roof preventative maintenance and inspection reports for all roofs at Dana Point. The Board of Directors has approved your bid based on the proposal submitted and the specifications provided. Enclosed is a copy of the fully executed contract. It is the vendor's responsibility to:

1. Obtain any necessary permits from the appropriate governmental agencies.
2. Forward a Certificate of Insurance to the Property Manager. The certificate must include the Association as the Certificate Holder. Lieberman Management Services, Inc. and all managed Associations and Cooperatives under contract must be listed as the additional insured. Worker's Compensation Insurance of at least \$500,000.00 and General Liability of at least \$1,000,000.00/\$2,000,000.00 is required.
3. Payment cannot be made until we receive a W-9 form.
4. If the invoice amount exceeds \$5,000.00, a Waiver of Lien is required.

Work cannot commence until the Certificate of Insurance and any necessary permits are received.

*In order to receive payment, you must be enrolled in the LMS Preferred Vendor Program. If you have not already been approved as a Preferred Vendor, please enroll at [www.LiebermanManagement.com](http://www.LiebermanManagement.com). Just locate the "I am a Vendor" tab to open tab "Vendor Program" and select "Complete Application". You will be able to complete the application on -line and will be required to remit a nominal processing fee of \$100. Once approved, your company name can be added to our **LMS Vendor Database**, which is used by Property Managers to select vendors.*

We look forward to working with you.

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as  
Agent

Lisette Ray