



Le Sueur County, MN

Tuesday, April 4, 2017

Board Meeting

Item 6

9:50 a.m. Jim McMillen, Maintenance (5 min)

Staff Contact:



Date: March 27, 2017

Proposal/Contract No: JS-736

To: Le Sueur County Court House
88 South Park Avenue
Le Center, MN. 56057

RE: Gutter Coating

Attn: Jim McMillen

SCHWICKERT'S TECTA AMERICA LLC, hereinafter referred to as "Contractor", proposes to furnish and apply all labor and materials with the necessary tools and equipment to complete the following project according to specifications for Le Sueur County Court House, here in after referred to as "Owner".

This Proposal/Contract is further defined as: Gutter Coating

Scope of Work 1

- Clean and prep entire gutter on courthouse for coating.
- Coat rusted areas with rust inhibitor.
- Coat entire gutter with ER systems One Step coating.

PROPOSAL/CONTRACT PRICE: The net sum payable for the project as described in the above referenced scope of work and specifications is: **Ten Thousand Five Hundred Forty-six Dollars and no/100. (\$10,546.00)**

This proposal/contract prepared and submitted by John Sullivan. 1-507-317-7085

507.281.0611
Schwicker's Tecta America, LLC
204 Schuman Drive NW, Stewartville,
MN 55976

507.387.3106
Schwicker's Tecta America, LLC
330 Poplar Street, Mankato,
MN 56001

612.284.4233
Schwicker's Tecta America, LLC
5420 Highway 169 North, New Hope,
MN 55411

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PRE-LIEN NOTICE OF PRIME CONTRACTOR

"(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

RECEIPT

Receipt of this Pre-Lien Notice, and a copy hereof, is hereby acknowledged by

(Property Owner)

OWNER:

By: _____

Its: _____

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 20 days of date of invoice whether billing is for job preparation, material stored, work completed each month or final payment. Owner further agrees that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Contractor reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Contractor when due. Owner hereby releases Contractor of notice requirements for lien rights in the event payments are not made when due as outlined in this paragraph. **This Proposal/Contract may be withdrawn by Contractor if not accepted within 30 days, or at any time, subject to increases related to material prices as noted above.**

Attached to this Proposal/Contract are Special Conditions. The terms and conditions contained in the attached Special Conditions to Proposal/Contract are incorporated into and are an integral part of this Proposal/Contract.

SUBMITTED BY
SCHWICKERT'S TESTA AMERICA LLC.

ACCEPTED BY
OWNER:

John Sullivan

(Print)

Title: Roofing Service Manager

Date: _____

(Print)

Title: _____

Date: _____



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GENERAL CONDITIONS TO PROPOSAL / CONTRACT

1. This Contract incorporates all of the agreements of the parties to date. Any changes, alterations or additions thereto shall not be binding or enforceable unless approved in writing by both part.
2. Should leaks occur after completion of installation of the roofing system inspections or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment of the Contract price. If the roof membrane is installed over an existing system, Contractor shall have no responsibility for water penetration, which occurs as a result of moisture contained in the old or former roofing system.
3. If roof tear-off is to be performed Contractor shall not be responsible for damages caused by water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off. Unless written arrangements are made in advance, Contractor shall not be responsible for damages from leaks through any area of the existing (present) roof surface where Contractor has not performed tear-off surface preparation work.
4. If structures of any kind are to be added to and installed on the roof membrane after its application such installation shall be entirely at the risk of Owner unless Contractor is given reasonable notice in writing of the time and date of such installation. Contractor shall be paid on a time-and-material basis for such supervision or work. (See Manufacturer's warranty for requirements after warranty is delivered.)
5. Damage occurring to the installed roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the installed membrane shall be the responsibility of the Owner.
6. Contractor accepts no liability to indemnify or hold Owner harmless for damages to persons or property except those that are the direct result of Contractor's negligent error or omission which occur during performance of Contractor's work.
7. Insurance for replacement of our own work product, for wear and tear, gradual deterioration, latent defect, mildew, mold or fungus, bacteria and other micro-organisms, inherent vice, depreciation, insects or vermin is not reasonably available in the market. As a result, and notwithstanding any other language to the contrary, the parties exclude from this contract, including any indemnity provision, any liability to Contractor for damages caused by the causes listed in the previous sentence, because insurance to cover these risks is not reasonably available. Owner will further hold harmless and indemnify Contractor from claims, including claims of tenants and occupants, arising from indoor air quality, including but not limited to the growth of mold, whether as a result of Owner's failure to maintain the building or otherwise.
8. Contractor reserves the right to cancel this Contract by written notice to Owner within 15 days of owner's acceptance thereof, in the event that Contractor in the reasonable exercise of its judgment determines that Owner's credit history or rating is deemed insufficient for the purposes of this Contract.
9. Each paragraph of the General Conditions and the Contract Conditions shall be construed as an express condition of this contract in consideration of the contract price agreed to herein by Contractor.

CONTRACT CONDITIONS – DUTIES AND RESPONSIBILITIES OF CONTRACTOR

10. Contractor's price includes furnishing all labor, materials and equipment necessary to complete the Contract subject only to latent conditions of the work area, which could not be reasonably anticipated by the examination of core samples, or the visual inspection ordinarily employed in the roofing trade. If such latent conditions cause or require additional labor or material in the performance of the Contract, Contractor shall promptly notify Owner of such condition and such additional material and work will be supplied and performed on a time-and-material basis by Contractor unless the parties agree to a stated price for such additional work.
11. Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accident, delays in shipment or delivery of manufacturer's materials, or other causes beyond its reasonable control; or, if any interruption of Contractor's work occurs by reason of operations of other contractors at the job site, or from Owner's failure to provide Contractor with reasonable access to the job site to perform this Contract.
12. Contractor shall take all reasonable safety precautions with respect to its work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping on its immediate work area and will remove rubbish and debris caused by its work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employee of Contractor.

CONTRACT CONDITIONS – DUTIES AND RESPONSIBILITIES OF OWNER

13. Owner represents to Contractor that the roof deck on which the installation is to be made is in a sound weight-bearing condition, sufficient for the purposes of Contractor's work and that all surfaces to be utilized by Contractor for fastening, adhering or attaching the roofing system will be adequate for the installation to be performed. Promptly after execution of this Contract and prior to commencement of Contractor's work, Owner will inform Contractor in writing of any deck or subsurface conditions which could be damaged by penetrations made by Contractor in installing the roofing system.
14. At the time Contractor commences its work, Owner will provide Contractor with exclusive access and use of all roof areas where work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform its work without interruption. All roof area work surfaces shall be free of debris and in a dry accessible condition. If preliminary work on the roof area is to be performed by others prior to Contractor's work, such work will be complete. Contractor shall not be required to perform its work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.
15. Owner shall obtain permission for Contractor to work on or over adjoining property if reasonably necessary to perform this Contract at no cost to Contractor. Owner will arrange for restriction of vehicles on property under Owner's control in reasonable proximity of the job site to prevent damage while Contractor's work is in progress if requested by Contractor.

Initials Contractor Owner



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16. Owner understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property located below the installed roof membrane, whether or not such damages result from leaks or other weather-oriented sources.
17. Owner agrees to supply all necessary electricity including 220-Volt, 30 amp capacity and water. Owner shall permit ready and convenient access to the building and roof area at all times by stairway or elevator service if available.
18. Owner shall promptly inspect Contractor's work upon notice of completion and shall either accept the work or give prompt written notice to Contractor of omitted work or of other discrepancies. If owner fails to give such notice to Contractor within 7 days from notice of completion, Contractor's performance shall be deemed to be completed for purposes of final payment.
19. Owner shall make no changes in the cope of the roof installation described herein or the specifications, which would tend to disqualify the installation from the issuance of the manufacturer's warranty referred to above.
20. If, in order for Contractor to perform its work under this Contract, it becomes necessary to disconnect, remove, relocate or otherwise deal with any mechanical or other equipment located on the deck or other surface on which Contractor's work is to be performed, Owner or Owner's agent shall provide for the disconnection, removal, relocation or other appropriate action with respect to such mechanical or other equipment following completion of Contractor's work. Contractor shall have no responsibility with respect to any such rooftop equipment unless it is specifically provided otherwise in this Contract.
21. Owner agrees to provide at its expense, builder's risk insurance for the benefit and protection of Contractor.

CONTRACT CONDITIONS – ARBITRATION, ACCEPTANCE AND EXECUTION

22. All disputes, claims and questions regarding the rights and obligations of the parties under the terms of the contract are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within 30 days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the construction Industry Arbitration Rules of the American Arbitration Association then in effect.
23. This contract when accepted by Owner will constitute the entire agreement between the parties hereto, there being no promises or agreements written or oral except as herein set forth. Within thirty days from the date hereof, but not thereafter, Owner may accept this proposal by executing the same in the place provided and returning to contractor.

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