
Le Sueur County, MN

Tuesday, February 4, 2014

Board Meeting

Item 4

9:20am Jim McMillen - Building and Grounds Maintenance Director

Roofing Bid

Permission to Advertise for Tuck Pointing and Retaining Walls Bids

Staff Contact:



SCHWICKERT'S[®]

TECTA AMERICA

Date: July 10, 2013

Proposal/Contract No: MP-07102013

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

Phone: (507) 357-2251
ATTN: Jim McMillan
RE: Mansard on Flat Roof

SCHWICKERT COMPANY hereinafter referred to as "Contractor", proposes to furnish and apply all labor and materials with the necessary tools and equipment to complete the following work according to specification for Le Sueur County, herein referred to as "Owner".

This Proposal/Contract represents approximately 2,900 square feet of roof area (i.e. 29 squares) and is further defined as: Mansard on Flat Roof: tear off existing roofing (1 layer) down to roof deck; install leak proof ice and water shield at bottom of eaves 6 feet high or higher as per code; install leak proof ice and water shield in all valleys.

Scope of Work

- Tear off of existing roofing material and disposal of material in a certified landfill.
- To furnish and install the following type of shingles according to manufacturer's specifications: CertainTeed Landmark Shingles.
- To furnish and install CertainTeed Winterguard Ice & Water Shield.
- To furnish and install preformed valley flashing.
- Furnish and install D-style drip edging.
- Building permits are included in this proposal.
- Wood replacement is not included in this proposal.
- Schwickert's 2 year Workmanship warranty.
- CertainTeed's Sure Start Plus 4 Star Lifetime Limited warranty including wind coverage warranty of 110 MPH.
- This proposal includes all state, county, and city sales tax if applicable.
- **Our price stated in this Contract/Proposal is based upon current material prices. Because of raw material price volatility, including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.**

CONTRACT PRICE: The net sum payable for the work as described in the above referenced scope of work and specifications for: **CertainTeed Landmark shingles: (\$23,595.00) Twenty Three Thousand Five Hundred Ninety Five and 00/100 Dollars.**

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.

Included herewith in addition to this Proposal/Contract are Schwickert Terms and Conditions. These Terms and Conditions to the Proposal/Contract are incorporated into and are an integral part of this Proposal/Contract.

Thank you for the opportunity to earn your business. This Proposal/Contract was prepared and submitted by: Matt Peterson. If you have any questions or concerns please call (507) 386-4183.

PRE-LIEN NOTICE OF PRIME CONTRACTOR

(To be Attached as Rider to all Prime Contracts
for Work on Private Property)

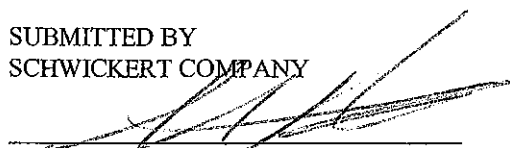
“(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(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

SUBMITTED BY
SCHWICKERT COMPANY



Matt Peterson

(Print)

Title: Steep Slope General Manager

License #: RR642055 (if applicable)

ACCEPTED BY
OWNER:

(Print)

Title: _____

Date: _____

13. Contractor will perform the work specified herein in accordance with the written specifications, if any, attached or stated in the Contract and the specifications of the manufacturer of the roofing system to be installed, so that the installation will qualify for the issuance of the manufacturer's warranty (identified above) to Owner. Contractor shall not be responsible for any defects or deficiencies in said specifications. Contractor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE with respect to said specifications.
14. Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system. If a "Factory Mutual Insurance Co. Wind Uplift Standard" is specified, Contractor represents only that the roofing system installed is represented by the manufacturer thereof to meet such specified standards.
15. Contractor warrants that the materials and accessories supplied will be those specified for this Contract and will be new and of recent manufacture and free from obvious defects. Contractor shall not be responsible for latent defects in materials and accessories.
16. Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accidents, 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.
17. Contractor shall advise Owner promptly upon completion of work and submit the same for Owner's inspection. Contractor, conditioned upon Owner's prompt inspection and notification to Contractor of any omitted work, or other discrepancies, will remedy the same if required by the specifications or performance standards of the Contract.
18. Contractor will have Workers' Compensation insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this Contract.
19. 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 items 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.
20. 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 person on the job site. Contractor shall have specific responsibility for housekeeping in 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 employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER

21. 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.
22. 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.

Schwickert

Owner

By: _____

By: _____

Date: _____

Date: _____



correction. To the extent permitted by law, Owner shall defend, indemnify and hold Contractor harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of asbestos or similar hazardous substances at this work site, including without limitation, installation, disturbance or removal of any product containing asbestos or similar hazardous substances or violation of governmental regulations relating to asbestos or similar hazardous substances. Owner releases Contractor from all claims and liabilities relating to asbestos or similar hazardous substances at this work site, including claims for subrogation. Should Contractor undertake to locate, abate, encapsulate and remove any asbestos or similar hazardous substance present at this work site, provided Contractor conducts its operations in accordance with applicable requirements established by the Occupational Safety and Health Administration and the Environmental Protection Agency, Owner agrees to exonerate, indemnify, defend and hold harmless Contractor from and against all claims, demands and lawsuits and all damages, expenses and losses incurred by Contractor's removal of materials containing asbestos or similar hazardous substances from Owner's building and work site. Without limitation of the foregoing, this indemnification shall include any and all claims, damages, fines, judgments, penalties, costs, response costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant and expert fees) incurred by Contractor resulting from Contractor's removal, transportation and disposal of materials containing asbestos or similar hazardous substances from Owner's building and work site, and specifically including any and all costs incurred because of any investigation of the site at which such materials are disposed of by Contractor or any cleanup, removal, remediation or restoration of such site mandated by a federal, state or local agency or political subdivision.

As used herein, the term "hazardous substances" means:

- (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and any regulations promulgated thereunder.
- (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and
- (c) any substance which is or becomes regulated by any federal, state, or local governmental authority.

ARBITRATION, ACCEPTANCE AND EXECUTION

- 33. All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this 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.
- 34. 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 30 days from the date hereof, but not thereafter, Owner may accept this Proposal / Contract by executing the same in the places provided and returning to Contractor.

Submitted by
Schwickert

Accepted by
Owner

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



SCHWICKERT'S

TECTA AMERICA

Date: 1-27-2014

Proposal/Contract No: TG-2107

To: Le Sueur County
Attn: Jim McMillen
88 South Park Avenue
LeCenter, MN. 56057

Re: Le Sueur County Courthouse 2014 Reroof

SCHWICKERT COMPANY, 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, hereinafter referred to as "Owner".

This Proposal/Contract represents approximately 8,478sq ft. and is further defined as; 94 Roof, 99 Roof, and the 93 Grim Roof Areas

Scope of Work

- Remove existing roof gravel or ballast and save for reuse
- Remove the existing coping metal, counter flashings from the 2 smaller roofs, the base of the shingle roof, and the coping cap at lower walls of the 94 roof and dispose of. At the base of the higher walls of 94 roof remove the counter flashing below the vertical siding and dispose of
- Remove the existing roof membrane to the top surface of the insulation and dispose of
- Replace wet or contaminated insulation at a rate of \$3.57 per square foot.
- On the 99 roof area install a layer of 2" polyisocyanurate insulation to enhance existing R-value by 11.4, includes wood blocking as necessary to accommodate new height
- Install a Carlisle 60mil ballasted EPDM membrane roof system per manufacturer specifications
- Flash walls curbs drains pipes with 1 ply flashing membrane or pipe boots
- Install new 24ga pre-finished metal cap and counter flashing on smaller roof areas, and metal cap on low walls of 94 roof with new metal counter flashing at the high walls with the vertical metal flashings, Metal counter flashing for curbs
- Schwickert 2 Year Contractor's Warranty is included.
- Manufacturers 15 year material and labor warranty is included
- Building permits are included in this proposal and are subject to approval by the authority having jurisdiction.
- This Proposal/Contract includes all state, county, and city sales tax (if applicable).
- **Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility, including the price of oil and steel, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.**

This Proposal/Contract was prepared and submitted by Tom Gehrke

CONTRACT PRICE: The net sum payable for the project as described in the above referenced specifications and scope of work is: \$49,960.00 Forty Nine Thousand Nine Hundred Sixty and 00/100 Dollars

PRE-LIEN NOTICE OF PRIME CONTRACTOR

(To be Attached as Rider to all Prime Contracts
for Work on Private Property)

“(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.”

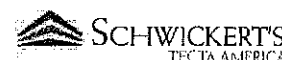
TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 20 days of date of invoice whether billing is for job preparation, material stored, work completed each month or final payment. Owner further agrees that Contractor may charge interest at the annual rate 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 anytime, 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.

SPECIAL CONDITIONS TO PROPOSAL / CONTRACT

Dated _____ between _____ and Schwickert

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 parties.
2. Issuance of a purchase order by Owner will constitute acceptance of each and every term and condition of this Contract. Any additional terms and conditions stated in Owner's purchase order, or other written communication accepting this Contract, or by alteration by Owner of this Contract form, shall not be valid under any circumstances unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional and conditions stated in Owner's acceptance.
3. 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; provided, however, 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.
4. **Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.**
5. **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 amount 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 materials for the improvement and who gave you timely notice.**
6. 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.

7. If a warranty of the manufacturer of the roofing system to be installed is to be issued to Owner, a sample copy of such warranty is attached to this Contract. Acceptance of this Contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
8. Attached hereto and incorporated herein by reference is the Schwickert 2 year Contractor's warranty, which warranty form will be supplied by Contractor to Owner upon completion of this Contract. Acceptance of this Contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
9. Completion of this Contract shall be the date on which Contractor's work is finished, as distinguished from the date of Owner's acceptance thereof.
10. 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 and is permitted to supervise or conduct (at its option) the cutting and sealing of the roof membrane necessary for 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.)
11. 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 Owner.
12. 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.
13. 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.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

14. 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.
15. Contractor will perform the work specified herein in accordance with the written specifications, if any, attached or stated in the Contract and the specifications of the manufacturer of the roofing system to be installed, so that the installation will qualify for the issuance of the manufacturer's warranty (identified above) to Owner. Contractor shall not be responsible for any defects or deficiencies in said specifications. Contractor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE with respect to said specifications.
16. Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system. If a "Factory Mutual Insurance Co. Wind Uplift Standard" is specified, Contractor represents only that the roofing system installed is represented by the manufacturer thereof to meet such specified standards.
17. Contractor warrants that the materials and accessories supplied will be those specified for this Contract and will be new and of recent manufacture and free from obvious defects. Contractor shall not be responsible for latent defects in materials and accessories.
18. Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accidents, 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.
19. Contractor shall advise Owner promptly upon completion of work and submit the same for Owner's inspection. Contractor, conditioned upon Owner's prompt inspection and notification to Contractor of any omitted work, or other discrepancies, will remedy the same if required by the specifications or performance standards of the Contract.
20. Contractor will have Workers' Compensation insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this Contract.
21. 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 items 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.



22. 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 person on the job site. Contractor shall have specific responsibility for housekeeping in 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 employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. Owner will rely exclusively upon the warranty, if any, of the manufacturer of any materials which are not specifically described and included in the "sample warranty" attached hereto.
30. Owner shall make no changes in the scope 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.
31. If Contractor's work is to be inspected by Owner's representative, or an architect, Owner agrees to make firm arrangements to have such person available promptly after notice to make inspection as Contractor's work progresses, so as not to cause delay. Owner designates _____ to execute additional work orders or changes and to act for and on behalf of Owner to accept completed work.
32. 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.
33. Owner agrees to provide at its expense builder's risk insurance for the benefit and protection of Contractor.
34. Prior to Contractor's commencement of performance of its work under this Contract, an appropriate number of tests of substances and materials above and below the roof deck may be conducted by, or on behalf of the Owner, at Owner's expense, to determine if asbestos or similar hazardous substances are present, above or below the roof deck, which could be disturbed or otherwise affected by Contractor's work under this Contract. If such tests indicate the presence of asbestos or similar hazardous substances, Contractor may, at its option, (a) terminate this Contract upon written notice by Contractor to Owner; (b) delay commencement of performance of its work under this Contract until such products or materials, and any hazards connected therewith, are located and abated, encapsulated or removed (in which case Contractor shall receive an extension of time to complete its work thereunder and compensation for delays encountered as a result of such situation and correction); or (c) proceed to locate, abate, encapsulate and remove such products or materials and any hazards connected therewith at a price to be determined by mutual agreement between Contractor and Owner and to be paid by Owner. If Contractor proceeds with its work under this Contract on the assumption that there is no asbestos or similar hazardous substance present, based upon results of tests conducted prior to commencement of its performance or if no tests are performed and Contractor does encounter any such products or material in the course of performing work at the job site, or if such hazardous materials are encountered by any other firm performing work at the job site, and Contractor determines that such materials present a hazard to its employees, Contractor shall have the right to discontinue its

work and remove its employees from the job site until such products or materials and any hazards connected therewith are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may be), and Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction. To the extent permitted by law, Owner shall defend, indemnify and hold Contractor harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of asbestos or similar hazardous substances at this work site, including without limitation, installation, disturbance or removal of any product containing asbestos or similar hazardous substances or violation of governmental regulations relating to asbestos or similar hazardous substances. Owner releases Contractor from all claims and liabilities relating to asbestos or similar hazardous substances at this work site, including claims for subrogation. Should Contractor undertake to locate, abate, encapsulate and remove any asbestos or similar hazardous substance present at this work site, provided Contractor conducts its operations in accordance with applicable requirements established by the Occupational Safety and Health Administration and the Environmental Protection Agency, Owner agrees to exonerate, indemnify, defend and hold harmless Contractor from and against all claims, demands and lawsuits and all damages, expenses and losses incurred by Contractor's removal of materials containing asbestos or similar hazardous substances from Owner's building and work site. Without limitation of the foregoing, this indemnification shall include any and all claims, damages, fines, judgments, penalties, costs, response costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant and expert fees) incurred by Contractor resulting from Contractor's removal, transportation and disposal of materials containing asbestos or similar hazardous substances from Owner's building and work site, and specifically including any and all costs incurred because of any investigation of the site at which such materials are disposed of by Contractor or any cleanup, removal, remediation or restoration of such site mandated by a federal, state or local agency or political subdivision.

As used herein, the term "hazardous substances" means:

- (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and any regulations promulgated thereunder.
- (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and
- (c) any substance which is or becomes regulated by any federal, state, or local governmental authority.

ARBITRATION, ACCEPTANCE AND EXECUTION

- 35. All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this 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.
- 36. 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 30 days from the date hereof, but not thereafter, Owner may accept this Proposal / Contract by executing the same in the places provided and returning to Contractor.

RECEIPT

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

SUBMITTED BY

SCHWICKERT COMPANY License# RR642055

ACCEPTED BY
OWNER:

Kevin Palmer

(Print)

Title: Vice President

Date: 1-27-2014

(Print)

Title:

Date:

