



design | build | repair | replace

December 1, 2021

**Michael Schott
Facilities/Fleet Manager
City of Independence Public Works
111 E Maple Ave #3
Independence, MO 64050**

PROPOSAL #: TV05721



Dear Mr. Schott:

Thank you for your interest in working with Schwickert's Tecta America!

Founded in 1906 by George Schwickert, Schwickert's has been a locally known name in Southern Minnesota for over 110 years. As a leading Midwest roofing and mechanical systems contractor, we serve commercial, industrial and residential markets in roofing, architectural metals, mechanical piping and plumbing, heating, air conditioning, electrical, air duct cleaning, dryer vent cleaning, chimney sweeping and specialty fabrication products. In addition to the products offered, our services include design, start-up, commissioning, preventative maintenance programs, inspections, and more.

Schwickert's is well-known in the industry and is a leading roofing and mechanical contractor in the country. In fact, our reputation of being the best has developed from our quality workmanship, years of experience, innovative solutions and from the consistent way in which we satisfy our customers.

Thank you for giving us this opportunity to assist you in making an educated decision about your roofing and architectural sheet metal needs. We look forward to working with you!

Sincerely,

**Tom Voorhees
Roofing Service Manager
Schwickert's Tecta America, LLC**

**Direct: 785-261-9299
Cell: 785-261-9299
tvoorhees@tectaamerica.com**

330 Poplar Street
Mankato, MN 56001
507.387.3101

204 Schuman Drive NW
Stewartville, MN 55976
507.281.0611

8600 West 125th Street
Savage, MN 55378
612.284.4233

1841 E 1450 Road
Lawrence, KS 66044
913.674.4445

SCHWICKERT TECTA AMERICA'S SOLUTIONS DESIGNED TO ADDRESS YOUR NEEDS

You can rely on Schwickert's Tecta America, your trusted business partner, to provide a combination of products and services that best suit your needs.

City of Independence Central Garage 1030 S. Chrysler Ave Independence, MO 64052



SCOPE OF WORK: SUMMARY

ROOF COATING:

- Based on estimated 25,280 square feet
- Perform adhesion test
- Clean and power wash roof
- Seal all laps, seams, and flashings to manufacturer's specifications
- Make repairs to open EPDM laps as needed
- Install single ply primer to manufacturer's specifications
- Install silicone coating to manufacturer's specifications at a thickness of 20 mils
- Color TBD by owner from manufacturer's standard colors (White, Light Gray, Dark Gray, & Tan)
- Power wash masonry wall at northeast corner [indicated in blue above]
- Install masonry repair sealant to missing/ deteriorated mortar joints
- Install waterproofing sealer on approximately 450 square feet of brick wall
- Remove and properly dispose of all trash and debris created from scope of work

PRE- & POST-CONSTRUCTION SPECIFICATIONS

Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements
- Furnish proposed construction scheduled, if needed.

Project completion

- Upon final completion, all equipment, debris, scrap materials, etc. shall be safely removed from site. All safety systems and equipment will remain in place and use until the roof has been cleared of all materials and non-safety related equipment in its entirety.

Post-job procedures:

Upon completion of project, we offer to conduct a post job closeout meeting which includes:

- Review of Executed Scope of Work
- Review of Any Unforeseen Conditions
- Final Joint Walk of New Roof Assembly
- Submission of Critical Project Documents and Job Progress Photos
- Brief Orientation and Care Requirements of Your New Roofing System.
- Discuss Tecta Tracker & Preventative Maintenance programs

GENERAL NOTES AND QUALIFICATIONS

Employee Professionalism:

All work shall be performed in a safe, professional manner in compliance with Schwickert's policy. All work and supervision will be provided by Schwickert's Tecta America.

Permits:

Schwickert's will obtain necessary permits and be reimbursed for the additional cost.

Safe & Clean Work Environment:

All work premises will be cleaned daily during the construction process and at the completion of the project. Trash will be removed to dumpster provided by others and disposed of at no cost to Schwickert's.

Warranty:

Workmanship is covered by Schwickert's Tecta America's Two year warranty. Form to be standard similar to the Midwest Roofing Contractors Association (MRCA) warranty. This warranty excludes any routine maintenance and recommended repair work beyond the terms of the warranty.

Details will be installed in accordance with NRCA (National Roofing Contractor Association) guidelines and manufacturer's recommendations. Shop drawings for any specific details will be provided upon request for your approval prior to the preconstruction meeting.

Additional Inclusions and Exclusions:

- Hoisting of materials is assumed in this proposal.
- Identification, abatement, and disposal of hazardous materials is not included.
- Sales and excise taxes are NOT included.
- Performance bonds, builder's risk and/or owner-contractor protective insurances are not included.
- All electrical work unless specifically noted within the mechanical specification is not included.
- Mechanical and electrical disconnect/reconnect switches are not included.
- Wood blocking is not included.
- Asbestos testing, monitoring and removal is not included.
- Snow and ice removal shall be the responsibility of the general contractor for the duration of this project and is not included in this proposal.
- Protection of the roof system after installation is considered to be the responsibility of the general contractor.

- In addition to contract price, Schwickert's Tecta America can do additional work as required on a Time and Material basis as noted hereinafter.
- Workman's Compensation insurance as well as full liability insurance coverage is included. A Certificate of Insurance will be provided prior to the start of the work.
- We are committed to following all OSHA safety regulations while on your job site.
- This proposal assumes no premium time/and or acceleration costs.
- We do not include costs for temporary utilities and/or facilities (i.e.: heat, electric, lights, water, ventilation, dust and dirt barriers).
- Structural consideration for support of our work other than that which has been designed is not included.
- All terms and conditions of contract between Schwickert's and prime contractor will not include provisions that are more stringent than those between owner and prime contractor.
- 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.
- The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

CONTRACT

ROOF COATING: (\$79,097.00) Seventy-Nine Thousand Ninety-Six Dollars and 00/100.

ALTERNATE: If roof passes adhesion test without primer, a deduction of \$4,766 can be applied to remove the primer from the scope of work.

Please also note that these prices are based on current material costs and do not include protection beyond 30 days. All applicable tax is not included.

This proposal has been prepared and submitted by Tom Voorhees.

SUBMITTED BY
SCHWICKERT'S TECTA AMERICA, LLC

ACCEPTED BY
OWNER

Tom Voorhees

Title: Roofing Service Manager

Title: _____

Date: 12/01/2021

Date: _____



PROPOSAL #: TV05721

330 Poplar Street
Mankato, MN 56001
507.387.3101

204 Schuman Drive NW,
Stewartville, MN 55976
507.281.0611

8600 West 125th Street,
Savage, MN 55378
612.284.4233

1841 E 1450 Road
Lawrence, KS 66044
913.674.4445

SPECIAL TERMS AND CONDITIONS

Dated _____ between City of Independence and Schwickert's Tecta America LLC

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. 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.
3. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.
4. 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.
5. 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.
6. **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.**
7. **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.**
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.)
13. 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.
14. Contractor may include owner name, testimonials, location and project information for marketing and communications across any medium the contractor chooses.
15. Contractor may place company signage at the project location for the duration of the project.
16. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from heavy equipment, including, but not limited to cracks in concrete on the ground at the project site.
17. 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.
18. 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

19. 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.

20. 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.
 21. 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.
 22. 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.
 23. 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.
 24. 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.
 25. 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.
 26. 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.
 27. 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**
28. 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.
 29. 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.
 30. 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.
 31. 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.
 32. 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.
 33. 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.
 34. 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.
 35. 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.
 36. 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.
 37. 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.
 38. Owner agrees to provide at its expense builder's risk insurance for the benefit and protection of Contractor.
 39. 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

- 40. 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.
- 41. 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 the Contract/Proposal Special Conditions, and a copy hereof, is hereby acknowledged by

**SUBMITTED BY
SCHWICKERT'S TECTA AMERICA, LLC**

**ACCEPTED BY
OWNER**

Tom Voorhees

Title: Roofing Service Manager

Date: 12/01/2021

Title:

Date:

Marketing Consent and Release

Type of Activity: Interviews, Testimonials/Reviews, Photographs, Videotapes and/or Audio

Purpose: Marketing and Communications

Use: By Schwickert's Tecta America to use in various marketing mediums

My signature on this Consent and Release indicates that:

- I. I understand that my interviews, testimonials/reviews, photographs, videotapes and/or audio may be recorded, collected and used for marketing purposes.
- II. I understand that the inclusion of the activities listed above, reveal the company name and/or project/service information.
- III. I understand that no special compensation will be provided to me for use of these items.
- IV. I understand that I may request a copy of activities collected.

I understand that my consent is voluntary and that I am not required to sign this Consent and Release, and that I have the right to refuse to sign it.

Customer: _____

Representative: _____

Authorized Signature: _____

Date: _____