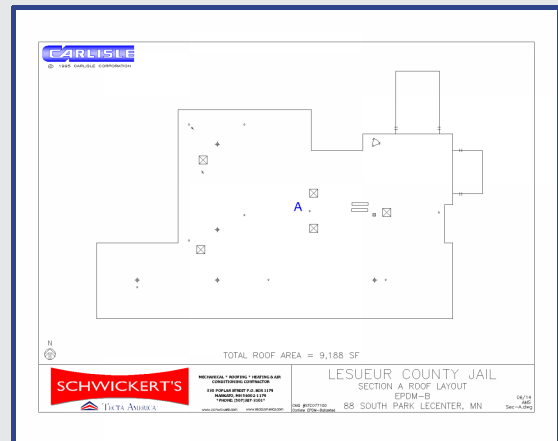




ROOF MAINTENANCE & REPAIR PROPOSAL

Le Sueur County - Le Sueur County Old Jail
88 South Park Avenue, Le Center, MN 56057



PRESENTED TO

Jim McMillien
Le Sueur County
88 South Park Avenue
Le Center, MN 56057
507-357-8278
jmcmillen@co.le-sueur.mn.us

PRESENTED BY

John Sullivan/Julie Leiferman
Roofing Service Manager/Business
Development
Schwickert's Tecta America
507-317-7085/507-381-5524
jsullivan@schwickerets.com

GENERAL SUMMARY

April 23, 2021

Dear Jim McMillien,

Thank you for the opportunity to perform the recent Facility Roof Audit at Le Sueur County Old Jail. We are pleased to provide the following proposal for maintenance items and repairs that should be performed in order to ensure the performance of your roofs and the watertight occupancy of your building.

For your convenience, repairs have been prioritized as follows:

- Priority A repairs are urgent because they are actively permitting water intrusion or are expected to during the next rainfall. Repairs are recommended immediately.
- Priority B repairs are not urgent, but are recommended for repair within 6-12 months. If left unaddressed, Priority B items can turn into Priority A items.
- Priority C repairs are recommended to ensure the long-term performance of your roof, but not considered necessary. For budget purposes, Priority C repairs should be completed within 1-2 years.

Below is a detailed scope of work and final project pricing. Please review this proposal and contact me with any questions. Your choice of partner to perform this work will affect not only the expeditious performance of this project, but more importantly, the long-term performance of your roof and the protection of your key business operations.

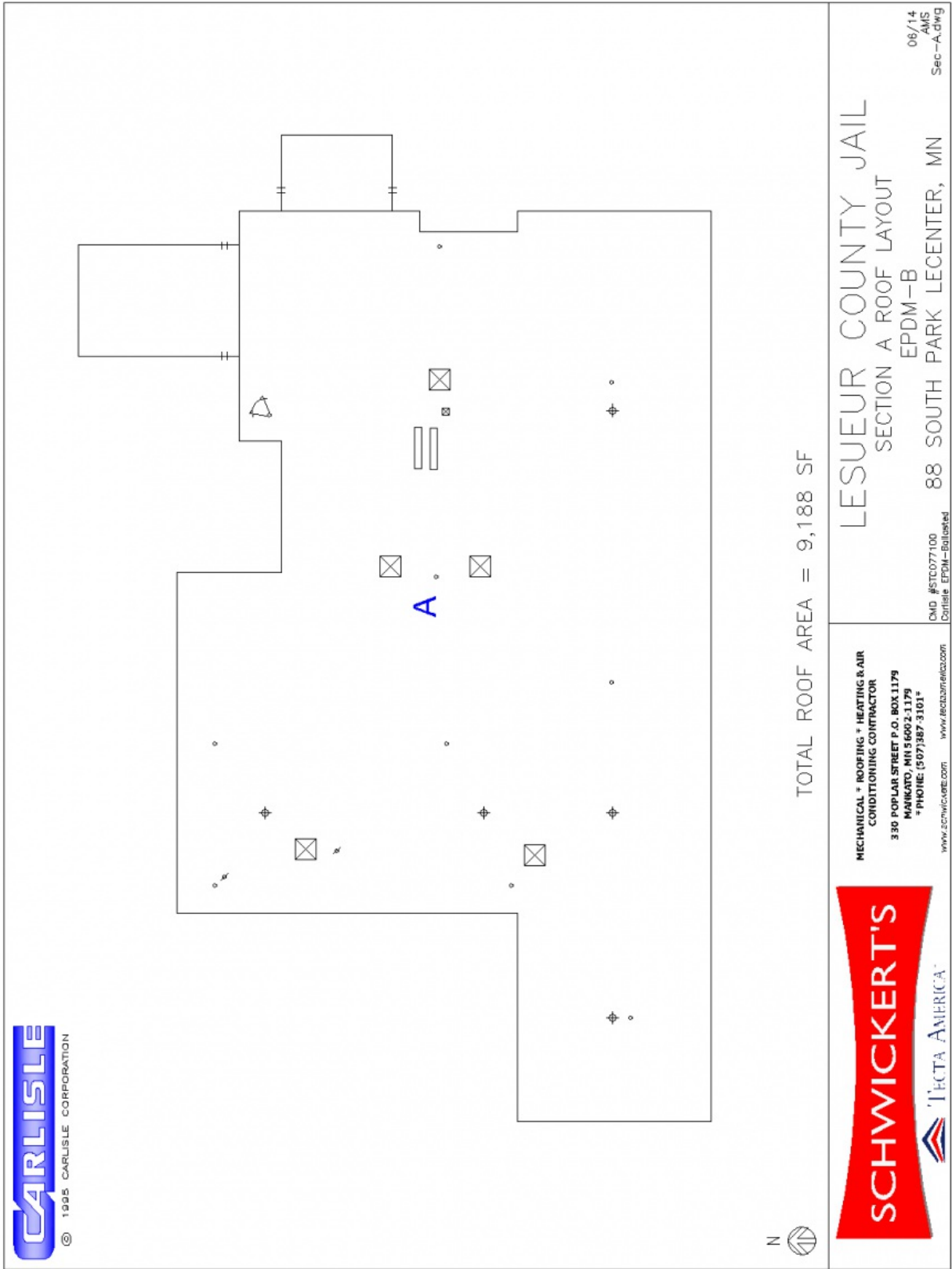
We look forward to working with you to address your needs. Our goal is to ensure that you are able to focus on meeting your core business objectives, and will rarely have to think about roof performance.

Sincerely,

John Sullivan/Julie Leiferman

Roofing Service Manager/Business Development

507-317-7085/507-381-5524

FACILITY DRAWING


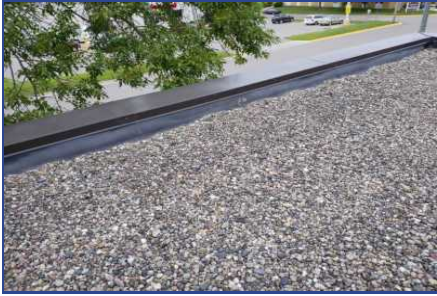
SCOPE OF WORK

PRIORITY - A REPAIRS**\$10,351.00**<https://www.tectatracker.com/q48961>**Section A**

- **Repair #1** (Tented Base Flashing) - Areas of membrane shrinkage which have resulted in displacement of membrane flashing will be repaired using compatible Single-Ply materials and procedures in compliance with membrane manufacturer's recommendations and/or current industry standards. (Approximately 235 LF)

PHOTOS

Section A



Section A - Deficiency #1
Membrane shrinkage at walls



Section A - Deficiency #1
Membrane shrinkage at walls



Section A - Deficiency #1
Membrane shrinkage at walls



Section A - Deficiency #1
Membrane shrinkage at walls



Section A - Deficiency #1
deficiency photo before

LE SUEUR COUNTY'S INVESTMENT

CONTRACT SUM: Schwickert's Tecta America, by and through its subsidiaries and affiliates, shall perform the Work for ten thousand three hundred fifty-one dollars (**\$10,351.00**) in current funds, and if this Proposal is accepted by the Owner, Owner shall pay said sum as provided herein.

Total price including labor, materials, supplies & tax	\$10,351.00
TOTAL PROJECT COST	\$10,351.00

If this proposal is accepted by Owner, Owner shall pay said sum as provided herein.

The proposal sum indicated assumes all deficiencies are selected to be repaired. If all deficiencies are not accepted for repair and client/owner authorizes select deficiencies, contact Tecta America for pricing revisions.

This proposal is subject to revision or withdrawal by Tecta America until communication of acceptance. This proposal expires thirty (30) days after the date stated above, if not earlier accepted, revised or withdrawn.

Customer warrants he/she has personally read and understands the terms and conditions on the following page(s) of this proposal, and that any contract between the parties is subject to these terms and conditions.

The undersigned hereby accepts this Proposal, and agrees that this writing shall be a binding contract and authorizes Schwickert's Tecta America to proceed with the Work.

Owner/Customer:

Schwickert's Tecta America

By: _____

By: _____

Name: _____

Name: John Sullivan/Julie Leiferman

Title: _____

Title: _____

Date: _____

Date: _____

TERMS & CONDITIONS

1. These terms and conditions relate to the services being performed as described herein. If this work is being performed in accordance with a Master Agreement, then the terms and conditions of the master agreement will take precedence.

2. **Nature of Work.** Schwickert's Tecta America ("Tecta") shall furnish the labor and material to perform the work described herein. Tecta does not provide engineering, consulting or architectural services. Tecta is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

3. **Commencement of Work.** Customer warrants that the structures on which Tecta is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Tecta's prosecution of the work indicates only that the surface of the deck appears satisfactory to Tecta to attach roofing materials.

4. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof.

5. **Asbestos and Toxic Materials.** This Work is based on Tecta not coming into contact with asbestos-containing or toxic materials. Tecta shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

6. **Payment.** Unless stated otherwise on the face of this Work Order, Customer shall pay the invoiced amount within ten (10) days of receipt of the invoice. If completion of the Work extends beyond one month, Customer shall make monthly progress in accordance with the billed invoices. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tecta shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.

7. **Back charges.** No back charges or claims for payment of services or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act, or omission which is the basis of the back charge.

8. **Insurance.** Tecta shall carry worker's compensation, and commercial general liability insurance. Tecta will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's upon request. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability or property damage insurance maintained by Tecta.

9. **Interior Protection.** Customer acknowledges that roof work on an existing building may cause disturbance, dust or debris to fall into the interior. It is the customer's responsibility to remove

or protect property directly below the roof in order to minimize potential interior damage. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.

10. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products may be released and noise will be generated as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

11. **Warranty.** Tecta's work will be warranted by Tecta in accordance with its standard warranty, no other portions of the roof is warranted with the exception of those roofs still under a manufacturer's warranty. Tecta shall only be liable for work it has been specifically asked to perform. Tecta is not liable for the entire roof. Tecta is not guaranteeing any other areas of the roof beyond those it specifically repaired. Tecta is not responsible for any work performed by anyone or any company other than Tecta.

12. **Existing Conditions.** Tecta is not responsible for leakage due to the existing conditions of the roof or other portions of the building that have not yet been repaired by Tecta. While every attempt has been made by Tecta to resolve the leak condition, the roof may be experiencing numerous leak conditions and Tecta may be required to return to the roof to resolve these unforeseen conditions. Customers shall hold Tecta harmless for these unforeseen additional leak conditions. Tecta's warranty and liability only extends to the work performed by Tecta.

13. **Mold.** Tecta is committed to acting promptly so that roof leaks are not a source of potential interior mold growth. The Customer is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for indoor air quality. Customer shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from water intrusion into the building. Customer agrees to indemnify and hold harmless Tecta from claims brought by tenants and third parties arising from mold growth.

14. **Indemnification.** To the fullest extent permitted by law, Tecta shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta's work under this Work Order provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta or anyone for whose work Tecta is responsible under this contract. **In no event shall such liability include indirect, incidental, special, exemplary, punitive, unmitigated, or consequential damages.**