

SCHWICKERT'S



design | build | repair | replace

1/20/2026

PROPOSAL #: 12909

Jim McMillian
Le Sueur County
88 S Park Ave
Le Center, MN 56075

Dear Mr. McMillian:

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 and in Kansas 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 HVAC needs. We look forward to working with you!

Sincerely,

Andrew Cole
Project Manager
Schwickert's Tecta America, LLC

Direct: 507-401-5695
Cell: 507-327-7725
acole@tectamerica.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.

SCOPE OF WORK: SUMMARY

Replacement of the Aeon RTU#1

HVAC:

- Provide labor and equipment to disconnect electrical and gas from existing unit.
- Provide labor and equipment to remove the existing Aeon unit from the roof.
- Provide labor and equipment to set the new Aeon unit on existing curb.
- Provide labor and materials to install exhaust ductwork to match existing unit.
- Provide labor and materials to reconnect existing gas line to new unit.
- Provide labor and materials to disconnect existing Teknik Controls and reconnect Teknik controls to new unit and connect to existing Bacnet.

Electrical:

- Provide labor and materials to reconnect existing gas line to new unit.
- Disconnect the existing rooftop unit (RTU) electrical systems as required for unit removal.
- Remove existing external power feeder and low-voltage control wiring; salvage materials for reuse.
- Disconnect the existing GFCI receptacle and salvage the existing circuit for reuse, if applicable.
- Furnish and install new raceway and weather-rated junction boxes to extend existing low-voltage and feeder connections; extensions limited to sixty (60) inches.
- Furnish and install a new single-point power connection from the new junction box to the RTU factory-installed disconnect switch.
- Furnish and install one (1) new weatherproof duplex GFCI receptacle where an existing receptacle is present.
- Reconnect existing low-voltage control wiring to the new RTU.
- Provide a one (1)-year contractor warranty on workmanship.

Assumptions

- Existing low-voltage and high-voltage wiring are currently separated and code-compliant.
- The new RTU will be installed in the same location and orientation as the existing unit.
- The existing electrical feeder and roof penetration are adequate to accommodate the new installation without modification.
- Existing feeder size, overcurrent protection, and disconnect location are code-compliant for the new RTU nameplate ratings.

PRE- & POST-CONSTRUCTION SPECIFICATIONS

Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements

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- Furnish proposed construction scheduled, if needed.

Project completion

- Upon substantial completion of the job, all required paperwork, and documentation will be submitted to the manufacturer.
- Any defects or undesirable conditions will be documented and reported in a punch list we are required to completely satisfy. If any conditions require alteration, repair, or replacement, we shall comply with required action and complete said defects, upon which the manufacturer will approve corrections and issue official warranty.
- 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
- Submission of Critical Project Documents and Job Progress Photos
- Delivery of Contractor's and Manufacturer's Warranty
- Discuss Tecta Tracker & Preventative Maintenance programs

GENERAL NOTES AND QUALIFICATIONS

Clarifications:

- Project to be completed during normal working hours M-F. No overtime included
- Will coordinate with Le Sueur County for installation and timeframe.
- Electrical permit and inspection fees included, if applicable.
- All work will be performed by licensed electricians in accordance with current NEC standards and Schwickert's safety procedures
- Current Unit lead time is 18 weeks.

Additional Exclusions:

- Overtime
- Temporary services / Heating
- Any alteration or deviation from the services outlined in this proposal will be executed only upon written request and may become an extra charge over and above the original proposal amount.
- Upgrades to existing circuits to bring them into current code compliance.
- Circuit extensions exceeding sixty (60) inches.
- Service receptacle circuit upgrades required by AHJ are excluded
- Scope includes reconnection only of existing low-voltage control wiring; troubleshooting, reprogramming, or modification of controls is excluded.
- No new roof penetrations or structural modifications are included.
- Unforeseen conditions including deteriorated conductors, damaged raceways, undocumented modifications, or concealed code violations are excluded.
- Additional requirements imposed by the Authority Having Jurisdiction (AHJ) beyond the scope described herein.
- Premium time. All work described above to be done during standard working hours unless otherwise specified.

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.

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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 One year warranty.

CONTRACT

Base Bid: \$95,497.00

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 Andrew Cole.

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

**ACCEPTED BY
Le Sueur County**

SIGNATURE _____
Andrew Cole _____
Project Manager _____
1/20/2026 _____

SIGNATURE _____
NAME _____
POSITION _____
DATE _____

PROPOSAL #:12909

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.

RECEIPT

This proposal has been submitted by Andrew Cole. Please call if you have any questions on this proposal.

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

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

**ACCEPTED BY
OWNER**

SIGNATURE
Andrew Cole

Project Manager

1/20/2026

SIGNATURE

NAME

POSITION

DATE

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SPECIAL TERMS AND CONDITIONS

Dated _____ between _____ 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. 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.
 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. Attached hereto and incorporated herein by reference is the Schwickert 1 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.
 7. 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.
 8. Contractor may include owner name, testimonials, location and project information for marketing and communications across any medium the contractor chooses.
 9. Contractor may place company signage at the project location for the duration of the project.
 10. 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.
 11. 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.
 12. 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.
- 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.
14. 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. 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.
 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 CONTRACTOR

DUTIES AND RESPONSIBILITIES OF OWNER

13. 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 such work area, or the visual inspection ordinarily employed in the construction trades. If such latent conditions cause or

21. At the time Contractor commences its work, Owner will provide Contractor with exclusive access and use of all where work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform its work without interruption. All work areas shall be accessible and owner shall move any obstructions from the work area. If preliminary work on the 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

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on the roof surface, unless Owner provides for removal or curing of such conditions.

22. 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.
23. Owner agrees to supply all necessary electrical, lighting and space conditioning required to complete the contractor's work.
24. 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.
25. 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.
26. Owner agrees to provide at its expense builder's risk insurance for the benefit and protection of Contractor.
27. Prior to Contractor's commencement of performance of its work under this Contract, an appropriate number of tests of substances and materials may be conducted by, or on behalf of the Owner, at Owner's expense, to determine if asbestos or similar hazardous substances are present, 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

28. 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.
29. 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.

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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

SIGNATURE _____
Andrew Cole _____
Project Manager _____
1/20/2026 _____

SIGNATURE _____
NAME _____
POSITION _____
DATE _____

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