

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Lisa J. Johnson	Ext: 3485
DEPARTMENT: Administration	
DATE: Monday, March 01, 2010	No:

ITEM: Mid-Continental Restoration bid for exterior building repairs

Background: The exterior brick and concrete accents on the Franklin County Sheriff's building has experienced mold, fungi, and pathogens. This has resulted in problems with mold around windows on the interior of the building and staining to the exterior of the facility. Mid-Continental Restoration has examined the areas of concern and has recommended that the areas be cleaned with high-pressured water to clean the surface and that they receive one application of Weather Seal Siloxane WB. The treated area would be the brick surface and the concrete block accents. The cost for the work would be \$11,950.00.

Recommended Action: None.

Attachments: Bid from Mid-Continental Restoration Co.,

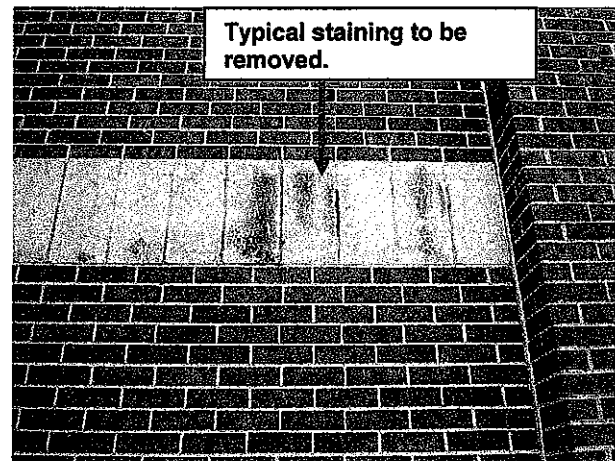
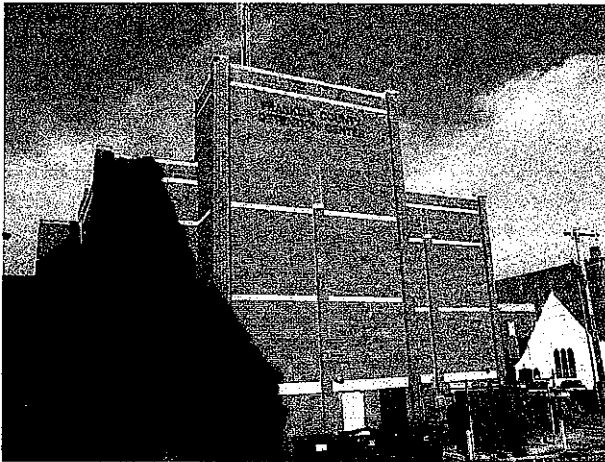
MCR
MID-CONTINENTAL
RESTORATION Co., INC.

PROPOSAL / CONTRACT

From: Jerod Bower, Home Office Estimator, Fort Scott, KS
To: Jerry Thompson, Loyd Builders, 2126 Elm Street, Ottawa, KS 66067
Subject: Exterior Building Repairs
Job Name: Franklin County Detention Center, Ottawa, KS

December 31, 2009

BASE BID: ALL ELEVATIONS



- (1) All surfaces shall be washed with high-pressured water, approximately 1000# psi, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.
- (2) Upon completion of the previously outlined work, all masonry surfaces shall receive one (1) application of Weather Seal Siloxane WB, a transparent, penetrating, siloxane, water-repellent solution. This material shall be applied to the concrete block accents with a concentration of 9 parts water to 1 part siloxane solution, and to the brick surfaces with a concentration of 19 parts water to 1 part siloxane solution. All material shall be applied in strict accordance with the manufacturer's recommendations.
- (3) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (4) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.

Jacksonville, IL Indianapolis, IN Sioux Falls, SD Murfreesboro, TN Fort Worth, TX Oklahoma City, OK



401 East Hudson Road • P.O. Box 429 • Fort Scott, KS 66701 • (620) 223-3700 • Fax: (620) 223-5052

www.midcontinental.com



EXHIBIT "A"

TERMS & CONDITIONS

- (1) **LIMITED WARRANTY**
- (A) Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.
- (B) **THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.**
- (C) Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.
- (D) The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.
- (E) Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.
- (2) **EXCLUSIONS FROM LIMITED WARRANTY.** The following are *not* covered by this warranty:
- (A) Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.
- (B) Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.
- (3) Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).
- (4) If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.
- (5) Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.
- (6) If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.
- (7) This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.
- (8) **Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration is to be paid 90% of the work done monthly and the balance upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1½ % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all start up costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.**
- (9) Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance - State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.