

BILL NO. 29

ORDINANCE NO. 2024-29


AN ORDINANCE OF THE CITY OF TRENTON, MISSOURI, APPROVING A PROPOSAL BY AND BETWEEN THE CITY OF TRENTON, MISSOURI, AND MID-CONTINENTAL RESTORATION CO., INC. FOR THE WATERPROOFING OF TRENTON CITY HALL, AND AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF TRENTON, MISSOURI, TO EXECUTE THE SAME BY AND ON BEHALF OF SAID CITY.

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF TRENTON, MISSOURI, AS FOLLOWS, TO WIT:

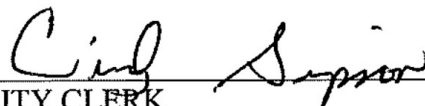
Section 1. The Mayor and City Clerk of the City of Trenton, Missouri, are hereby authorized and directed to execute said Proposal, between Mid-Continental Restoration Co., Inc. and the City of Trenton in and on behalf of the City of Trenton, Missouri. Said proposal is attached to this Ordinance as Exhibit A.

Section 2. This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED this 10 day of June, 2024.


MAYOR AND EX OFFICIO PRESIDENT OF
THE CITY COUNCIL OF THE CITY OF
TRENTON, MISSOURI

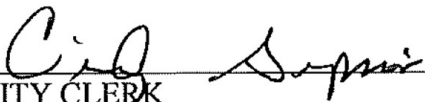
ATTEST:


CITY CLERK

APPROVED this 10 day of June, 2024.


MAYOR OF THE CITY OF TRENTON,
MISSOURI

FILED this 10 day of June, 2024.


CITY CLERK



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT

May 31, 2024

From: Jon Carrier, Estimator / Project Manager, Fort Scott, KS
Cell: (620) 704-2720 email: Jon_carrier@midcontinental.com

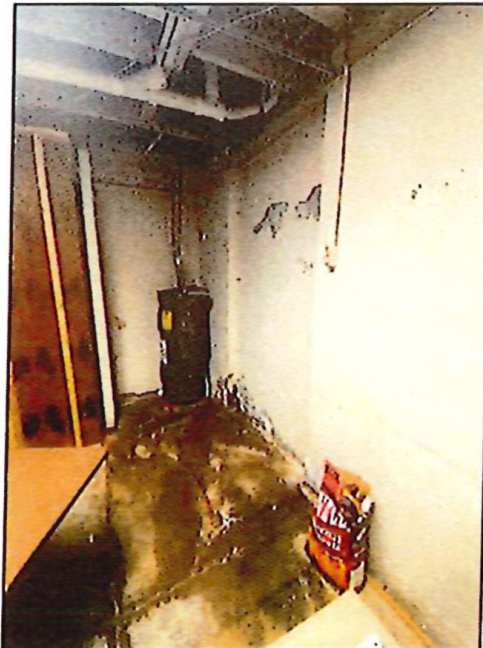
To: Ron Urton, City Administrator, 1100 Main St, Trenton, MO 64683 Ph: (660) 359-2283
email: rurton@trentonmo.com

Subject: Basement Injections

Job Name: City Hall – 1100 Main St, Trenton, MO 64683

BASE BID: URETHANE CRACK INJECTIONS

- (1) We shall remove loose and delaminated plaster and inspect conditions of wall and identify crack.
- (2) **Urethane Crack Injection:** A 5/8" hole will be drilled every 6" along the crack and drilled (depth) until they intersect the crack. After the holes are drilled, they will be cleaned of all loose debris. A 5/8" packer port will be inserted into each hole to be utilized as entry into the crack. Water will then be injected through the packers and into the crack to pre-dampen the interface of the crack prior to injection. We shall then inject Sika Fix HH LV or equal through the ports and into the crack until excess material shows at the face of the crack. We shall continue this process from one side of the crack to the other, moving from port to port. Packers will then be removed and port holes sealed with Sika Plug. This Proposal includes injection at approximately 40 LF. **Note:** Urethane injection essentially plugs holes and pushes water to different routes.



City Hall – Trenton

Exhibit A - Mid-Continental Bid for Waterproofing Trenton City Hall

- (3) Applicable taxes are excluded from the price stated within this proposal. It is the owner's responsibility to provide a **Missouri Tax Exemption Certificate Form 5060** (see attached) along with the **State of Missouri Tax Exemption Letter**, prior to ordering materials or beginning the project. This form can also be accessed on-line at www.dor.mo.gov/forms. A completed and signed Project Exemption Certificate 5060 shall be forwarded along with the State of Missouri Tax Exemption Letter to Mid-Continental Restoration for their use when ordering materials for the project. **If Form 5060 and the State Tax Letter are not received by MCR prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price.** Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.
- (4) The OWNER shall be responsible for contacting the electrical power company to provide power line protection, rerouting, or deenergize the lines prior to the start of the project. OSHA restricts access to within 3' feet for Insulated lines less than 300 volts, 10' feet for Insulated lines above 300 volts to 50kv. The only exception to the above regulation is the utility company or electrical power system operator must be notified of the need to work closer and the systems operator must deenergize, relocate, or install protective covering to prevent accidental contact with the lines or weather heads.
- (5) The OWNER shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (6) During the construction phase, all precautions shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection, **including full compliance with the OSHA Respirable Crystalline Silica Standard**. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (7) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the jobsite and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/pathogens or other airborne contaminants, that may be present at the jobsite before, during and after Mid-Continental has completed its work pursuant to this contract.
- (8) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.
- (9) The above outlined work shall be completed on a "Time and Materials" basis with labor billed at a rate of \$75.00/man hour plus materials, sundries, & equipment rentals at cost plus 15% markup for overhead and profit with a Not to Exceed Price of \$12,000.00. A one-time mobilization fee of \$1,200.00 shall be charged. No additional work shall be performed without the Owner authorizing additional costs.

Exhibit A - Mid-Continental Bid for Waterproofing Trenton City Hall

Due to the current volatility of material pricing, the above price shall only be valid for a period of thirty days (30) days, after which pricing is subject to change.

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

If BASE BID is accepted, please sign here: Mid-Continental Restoration Co., Inc.

By: _____ Dated _____ By: _____ Dated _____
Owner/Owner Representative Contractor

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDATION THEREOF.

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Exhibit A - Mid-Continental Bid for Waterproofing Trenton City Hall

EXHIBIT "A"

TERMS & CONDITIONS

LIMITED WARRANTY

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.

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.

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.

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.

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.

EXCLUSIONS FROM LIMITED WARRANTY. The following are not covered by this warranty:

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.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

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 furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

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 (PBB) 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.

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.

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.

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.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due 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 1 1/2 % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup 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.

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.

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