



South Dakota Branch Office
1008 S Ben St., Parkston, SD 57366
Ph: (605) 928-3533 Fax: (605) 928-3553
www.midcontinental.com

July 10, 2020

City Engineering Office
612 N Main St
Mitchell, SD 57301

RE: Exterior Building Repairs
Mitchell Safety Center – Mitchell

Dear Sirs:

Attached is our proposal for the work to be performed on the Safety Center project. Should you have questions, please feel free to contact me at (866) 521-8536.

We trust that the enclosed will meet with your approval and look forward to the opportunity of working with you.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Travis Leischner
Estimator/Project Manager, South Dakota Branch
travis_leischner@midcontinental.com
Cell: (605) 505-0455

TL/kc
Encl.



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BID PROPOSAL / CONTRACT

July 10, 2020

From: Travis Leischner, 1008 S Ben St., Parkston, SD 57366
Cell: (605) 505-0455 Email: travis_leischner@midcontinental.com

To: City Engineering Office, 612 N Main St, Mitchell, SD 57301 Ph: (605) 995-8435
Fax: (605) 995-8410 email: dhsudbeck@cityofmitchell.org

Subject: Exterior Building Repairs

Job Name: Mitchell Safety Center – 201 W 1st Ave, Mitchell, SD 57301

BASE BID: ALL ELEVATIONS OF THE ORIGINAL FIRE STATION



- (1) Cutting technique shall be by use of an air or electric grinder with a carbon or diamond blade and an air-chipping hammer and chisel attached to a vacuum system per OSHA standards. We shall use a blade narrower than the joint and cut through the middle of the joint to a proper depth. The remainder of the material at the top and bottom of the joint shall then be carefully removed to avoid damage to the brick. A smaller blade shall be used to cut the vertical head joints to avoid damaging brick units above or below the head joints. In areas where joints cannot be cut to a proper depth as above, we shall use an air chipping hammer and chisel to finish cutting the joint to a proper depth to ensure a good bond of old and new mortar.
- (2) All masonry surfaces shall be washed with pressurized water, approximately 1000 PSI, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.



- (3) All step joints that have sealant installed, shall have sealant removed and one foot of mortar joints on each side of the sealant joint shall be cut back to the depth of 1" in depth, cleaned of all loose and foreign debris with air or water pressure.



- (4) All concrete block mortar joints on the West elevation of the original fire station shall be cut back to a depth of two and one-half times the width of the mortar joints, but in no case shall the mortar joint be cut less than 3/4-inch in depth. Once the cutting is completed, all surfaces shall be cleaned of all loose and foreign debris utilizing compressed air and/or pressurized water in preparation for repointing of the mortar joints.

- (5) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type “N” masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry).



- (6) All surfaces of foundation and concrete bands shall be repaired by chipping away all loose and/or deteriorated material down to a sound surface and then cleaned by use of air and/or water pressure to remove loose residue. The surfaces shall be patched utilizing a polymer modified, cementitious base repair mortar, tooled or shaped to match the contour of the original as closely as possible. All material shall be applied in strict accordance with manufacturer’s specifications.
- (7) The foundation and concrete band surfaces shall be given **one** application of an exterior, breathable, acrylic, latex masonry coating. The coating material shall be equal to MasterProtect HB400 and shall be applied in strict accordance with manufacturer’s specifications. Color shall be selected from a manufacturer’s standard color chart.
- (8) Upon completion of the previously outlined work, the concrete block masonry surfaces shall be given **one (1)** application of a transparent, penetrating, siloxane water repellent solution. This material shall be applied in strict accordance with manufacturer’s recommendations.
- (9) 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.
- (10) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor’s equipment.
- (11) 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.

- (12) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site 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 job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (13) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.
- (14) **Workmanship and materials shall be guaranteed for one (1) year(s).**

We shall accomplish the above outlined work for the sum of:
TWENTY-SIX THOUSAND, TWO DOLLARS **\$26,002.00**
The above price shall be valid for a period of sixty (60) days.

TO ACCEPT BASE BID, PLEASE SIGN BELOW

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

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

ALTERNATE #1: CONCRETE BLOCKS ON THE NEW ADDITIONS



- (15) All concrete block mortar joints shall be cut back to a depth of two and one-half times the width of the mortar joints, but in no case shall the mortar joint be cut less than ¾-inch in depth. Once the cutting is completed, all surfaces shall be cleaned of all loose and foreign debris utilizing compressed air and/or pressurized water in preparation for repointing of the mortar joints.
- (16) All mortar joints within the concrete block surfaces shall be pointed with Type "N" mortar. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry). New mortar shall be packed into the back of the joint, tooled to a neat, uniform appearance and shall match the original mortar in color as closely as possible.



- (17) The perimeter of the two walk-thru door frames (masonry-to-frame joints) on the South elevation shall have all existing fill materials removed, the joint surface area shall be cleaned of all foreign residue and resealed with a polyurethane rubber sealant, tooled to a watertight condition. Color of new sealant shall match the adjacent window / door trim or adjacent mortar joints as closely as possible.
- (18) Upon completion of the previously outlined work, the concrete block surfaces shall be given **one (1)** application of a transparent, penetrating, siloxane water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.

TO ACCEPT ALTERNATE BID #1, PLEASE SIGN BELOW

EIGHTEEN THOUSAND, THREE HUNDRED SEVENTY-THREE DOLLARS \$18,373.00
(This price is *IN ADDITION TO* the Base Bid)
The above price shall be valid for a period of sixty (60) days.

If ALTERNATE #1 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
 Owner / Owner Representative Dated

By: _____
 Contractor Dated

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 (605) 928-3553 OR TO OUR CORPORATE OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

ANY APPLICABLE SALES TAX DUE ON THIS CONTRACT IS INCLUDED IN THE CONTRACT PRICE AND WILL BE STATED SEPARATELY ON OUR BILLING(S), UNLESS ALL OR PART OF THE CONTRACT CONTAINS UNIT PRICE OR TIME & MATERIAL WORK. IF UNIT PRICE OR TIME & MATERIAL WORK IS INCLUDED, APPLICABLE STATE AND LOCAL TAX WILL BE ADDED TO THAT PORTION OF THE CONTRACT.

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.

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 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).

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.

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 1½ % 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.