



6144 Merriam Lane, Merriam, KS 66203
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

TIPS CONTRACT 23010402

October 29, 2024

Chris Crockett
Facilities & Grounds Supervisor
Turner USD 202
Kansas City, KS

RE: Exterior Building Repairs
Turner Recreation Center - Kansas City

Dear Mr. Crockett:

Attached is our proposal for the work to be performed on the Rec Center project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

With our expertise and dedication to quality workmanship, we look forward to the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Clint Carpenter
Senior Estimator / Project Manager
(620) 704-2738
clint_carpenter@midcontinental.com

CC/kc

Encl.



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**PROPOSAL / CONTRACT
 TIPS CONTRACT 23010402**

October 29, 2024

From: Clint Carpenter, Senior Estimator / Project Manager, Merriam, KS
 (620) 704-2738 email: clint_carpenter@midcontinental.com
 To: Chris Crockett, Facilities & Grounds Supervisor, Turner USD 202, Kansas City, KS
Crockettc@turnerusd202.org
 Subject: Exterior Building Repairs
 Job Name: Turner Recreation Center, 831 S. 55th St., Kansas City, KS 66106

BASE BID: EXTERIOR BUILDING REPAIRS

<u>Work Item</u>	<u>No. of Units</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
General Conditions	1	ls	\$7,666.67	\$ 7,666.67
Cleaning/Water repellent	30000	sf	\$ 1.22	\$ 36,723.16
Stone to stone joints at coping	483	lf	\$ 21.16	\$ 10,222.12
Brick Replacement	25	ea	\$ 84.54	\$ 2,113.53
			<i>Total</i>	<i>\$ 56,725.48</i>

- (1) 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.
- (2) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.

- (3) 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.
- (4) 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.
- (5) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:

FIFTY-SIX THOUSAND, SEVEN HUNDRED TWENTY-FIVE DOLLARS **\$56,725.00**

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: _____
 Owner/Owner Representative Dated

By: _____
 Contractor Dated

TAXES

Please Initial Applicable taxes are excluded from the price stated within this proposal. **It is the owner's responsibility to provide a *Project Exemption Certificate Form PR-74*, prior to ordering materials or beginning the project.** To apply for a *Project Exemption Certificate (PR-74)* **you must** complete the attached application *Form PR-76* and fax it to (785) 296-7928, as listed on the form.

You can also find additional information and request the certificate online at:

<https://www.ksrevenue.gov/prpecwelcome.html>

Once the state sends you the *Project Exemption Certificate (PR-74)*, please forward a copy to Mid-Continental Restoration for our use when ordering materials for the project. **If Form PR-74 is not received by us prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price.** Mid-Continental Restoration Co. Inc. can also request the Project Exemption Certificate for you, but we will need a copy of your *Sales and Use Tax Entity Exemption Certificate Form PR-78RO* or the Kansas Exemption Number shown on the *Certificate PR-78RO*. Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.

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/REMEDICATION 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.

REQUEST FOR PROJECT EXEMPTION CERTIFICATE

Kansas Department of Revenue
Tax Policy Group
915 SW Harrison St.
Topeka, KS 66612-1588

Date _____

Telephone: 785-296-3041
Fax: 785-296-7928

It is requested that a Certificate of Exemption be issued to the Petitioning Authority for the following described project if it is determined by the Department of Revenue that the proposed project qualifies for exemption from sales tax under the provisions of K.S.A. 79-3606(d) – public or private nonprofit hospital, elementary or secondary school, educational institution, political subdivisions of the state of Kansas and state correctional institutions; K.S.A. 79-3606(e) – United States Government, its agencies or instrumentalities; K.S.A. 79-3606(xx) – 501(c)(3) nonprofit zoo; K.S.A. 79-3606(aaa) – 501(c)(3) religious organization; K.S.A. 79-3606(ccc) – 501(c)(3) primary care clinic; K.S.A. 79-3606(iii) non-profit food distribution center; K.S.A. 79-3606(qqq) – TLC for Children and Families, Inc.; K.S.A. 79-3606(sss) non-profit charitable family providers; K.S.A. 79-3606(ttt) museum within a designated qualified hometown or K.S.A. 79-3606(uuu) Kansas Children's Service League.

(A) Type of project: _____
Describe work to be done

1. Present use of facility: _____

2. Proposed use of facility after project: _____

(B) Project location: _____
Building Number, Street Address, City, State, and Zip Code

(C) Is this project being constructed as part of a business enterprise whose sales are subject to sales tax (e.g., municipal water, electric or gas companies)? Yes No

(D) Is the Petitioning Authority authorized to levy ad valorem taxes on tangible property? Yes No

(E) 1. Is this project being totally financed by industrial revenue bonds? Yes No

2. Is this project being partially financed by industrial revenue bonds? Yes No

3. Amount of bonds being issued for project: _____

If you answered "Yes" to (E)1 or (E)2, you must complete the agreement on the back of this form and enclose a copy of the letter of intent or resolution of intent to issue bonds.

If you answered "No" to (E)1 or (E)2, how is the project being financed (explain type of tax, bonds, etc.)?

(F) Name of claimant owner of project: _____

(G) Starting date: _____ (H) Estimated completion date: _____

(I) Estimated project cost: _____ (J) List names and addresses of prime contractors:

(K) Contract date: _____

(L) Contract number: _____

(M) Project number: _____

Petitioning Authority

Mailing Address

Signature of Authorized Representative

City, State & Zip Code

Type or Print Name

Tax Exempt Entity No.

Title

Phone Number

ONLY COMPLETE THIS PAGE IF YOU ANSWERED YES TO LINE (E) ON PAGE 1.

This agreement is made and entered into between and by the _____
_____(name of political subdivision), hereinafter referred to as
Exempt Entity; and _____(name of beneficiary of industrial revenue bond proceeds),
hereinafter referred to as Beneficiary.

It is hereby agreed by all parties to this agreement that the construction project for which the request for an exemption certificate is being made would be exempt from sales tax solely due to the fact that it is being financed by industrial revenue bonds. It shall be the duty of the Exempt Entity to notify the Kansas Department of Revenue when the industrial revenue bonds have actually been issued.

Whereas, the Kansas Department of Revenue deems it necessary to ensure that sales or compensating tax is paid should the project not be financed by industrial revenue bonds, it is hereby further agreed by the Beneficiary that if the industrial revenue bonds have not been issued by the time the project is completed then the Beneficiary will remit to the Kansas Department of Revenue the sales or compensating tax and applicable interest on tax which is due based upon the cost of tangible personal property or services used or consumed in the construction of the project. It is agreed that the Secretary of Revenue shall determine when the project has been completed.

The Secretary of Revenue shall have the right to demand from the Beneficiary payment of the sales and compensating tax and applicable interest due the state should the Kansas Department of Revenue not receive such payment within thirty (30) days after the project has been completed.

Any and all notices required herein shall be mailed and addressed as follows:

A. Notices to the Department of Revenue shall be addressed to: Secretary of Revenue, Kansas Department of Revenue, 915 SW Harrison St., Topeka, Kansas 66612-1588

B. Notices to the Exempt Entity shall be addressed to: _____

C. Notices to the Beneficiary shall be addressed to: _____

This agreement shall be binding upon all parties hereto and any and all their successors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to do so lawfully and with full corporate authority.

POLITICAL SUBDIVISION

BENEFICIARY OF INDUSTRIAL REVENUE BOND
PROCEEDS

Authorized Signature

Authorized Signature

Type or Print Name and Title

Type or Print Name and Title

DATED: _____

DATED: _____