

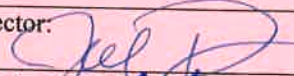


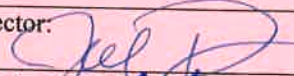


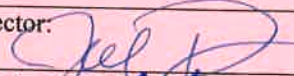


# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19561

Sponsor(s): Alfred Jordan

Date: Augsut 22, 2017

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of Flooring Repair Services for Department of Corrections from Desco Coatings of Olathe, Kansas under the terms and conditions of the University of Kansas Contract Number 15010391, an existing government contract in the amount of \$103,569.00.</u></p>												
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$103,569.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$103,569.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$103,569.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements</td> <td>\$103,569.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____          Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$103,569.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$103,569.00	Amount budgeted for this item * (including transfers):	\$103,569.00	Source of funding (name of fund) and account code number: 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements	\$103,569.00		
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Source of funding (name of fund) and account code number: 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements	\$103,569.00												
<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): _____ Prior resolutions and (date): _____												
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253												
<b>REQUEST SUMMARY</b>	<p>The Department of Corrections requires repairs to the flooring in the Kitchen Area and some of the Cellblock Areas and would like to use the University of Kansas contract with Desco Coatings of Olathe, Kansas.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Floor Repair Services for the Department of Corrections from Desco Coatings of Olathe, Kansas under the terms and conditions of University of Kansas Contract No. 15010391, an existing government contract. The Director of Finance and Purchasing recommends the purchase be made under this contract due to the larger discounts offered to larger governmental entities.</p>												
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
<b>ATTACHMENTS</b>	Quotes from Desco Coatings and the pertinent pages of the University of Kansas Contract.												
<b>REVIEW</b>	<table border="1"> <tr> <td>Department Director:</td> <td></td> <td>Date: 8-10-17</td> </tr> <tr> <td>Finance (Budget Approval) <i>If applicable</i></td> <td></td> <td>Date: 8/14/17</td> </tr> <tr> <td>Division Manager:</td> <td></td> <td>Date: 8/14/17</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table>	Department Director:		Date: 8-10-17	Finance (Budget Approval) <i>If applicable</i>		Date: 8/14/17	Division Manager:		Date: 8/14/17	County Counselor's Office:		Date:
Department Director:		Date: 8-10-17											
Finance (Budget Approval) <i>If applicable</i>		Date: 8/14/17											
Division Manager:		Date: 8/14/17											
County Counselor's Office:		Date:											

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



## DESCO™ Coatings, Inc. Bid Proposal

**TO: CRAIG MOSHER**  
 Jackson County Jail  
 cmosher@jacksongov.org

**RE: JACKSON COUNTY JAIL**  
 Cellblock  
 Kansas City, MO 64106

1. **SCOPE.** DESCO™ COATINGS, INC. ("DESCO") proposes to furnish all labor, material, equipment and services necessary to install CREMONA DB BASE ONLY in accordance with the plans, drawings and specifications of OWNER architects, for the above project and as called for by OWNER (the "Work"), subject to provisions stated below.
2. **Price.** DESCO shall be paid \$18,000.00 (Base Bid) for the Work, plus applicable taxes.  
EIGHTEEN THOUSAND Dollars and NO/100
3. **Bond.** If a surety bond is required, the amount of the premium shall be paid to DESCO in addition to the Price specified for the work.
4. **Subrogation.** If DESCO is required to provide a waiver of subrogation, a charge of \$250 per named entity shall be added to the proposal.
5. **Contract.** This Proposal is an offer to enter into a binding contract and is valid for a period of two (2) weeks from the date of this Proposal. This Proposal becomes a binding contract upon the Parties provided DESCO receives Jackson County Jail written acceptance of this Proposal, without modification or reservation, prior to the end of said two (2) weeks. If DESCO receives Jackson County Jail written acceptance after said two weeks, or if DESCO received Jackson County Jail written acceptance subject to modifications or reservations, or if Jackson County Jail issues a subcontract to DESCO with terms that differ from this Proposal, Jackson County Jail written acceptance or subcontract shall be considered a counteroffer from Jackson County Jail to DESCO, subject to DESCO's written acceptance in order to create a binding contract. The form of subcontract, if one is issued by Jackson County Jail shall be the AIA 401 Subcontract, 1997 Edition, or equivalent document containing terms no less favorable to DESCO than the AIA 401 Subcontract.
6. **Incorporation.** Regardless of how a binding contract is formed pursuant to paragraph 6, this Proposal shall be incorporated into the contract by reference, attachment or exhibit, without modification (unless modifications are mutually agreed to by the Parties as evidence in a writing indicating so.) The terms in this Proposal shall supersede the terms of the contract in the event of discrepancies. Anything not specifically Included in the Proposal is excluded from DESCO's work.
7. **Changes.** DESCO reserves the right to receive extended overhead costs, impact and other costs as well as extensions of time in which to complete the Work, for changes from the Proposal or contract, whether or not a written change order is agreed upon by the Parties.
8. **Payments.** Progress payments shall be made as the Work progresses, and payment is due 30 days from the date of the invoice (with an allowance made for retention, if agreed to by DESCO). Final payment is due 30 days from the date of DESCO's 100% complete invoice, including all retention. If payment is in arrears, DESCO may stop the Work until payments are made in full, without liability for resulting delays.
9. **Invoices & Releases.** The form of invoices and lien waivers will be standard AIA forms.

10. **Late Fees & Interest.** If DESCO retains legal counsel to pursue for nonpayment, Jackson County Jail agrees to reimburse DESCO reasonable attorney fees plus costs. Jackson County Jail also agrees to pay DESCO 1% per month interest on all past due payments.
11. **Force Majeure.** DESCO is not responsible, and Jackson County Jail shall not hold them liable for fault nor breach of contract, for damage or delay resulting from any Force Majeure including, but not limited to, Acts of God, riots, civil commotions or disorders, act of terrorism, delays or defaults by carriers, inherent defects in premises where the Work is to be done, strikes, fires, natural resource or material shortages, or other causes beyond DESCO's reasonable control. In the event of such a Force Majeure, this Proposal and any resulting Agreement shall be modified to cover the price increase or decrease of the Work, as well as for the costs to obtain materials from sources that are not DESCO's normal sources of supply
12. **Work Hours.** This Proposal is based on work hours of Monday through Friday, 8 hours per day, 40 hours per week. No allowance has been made for premium time or for costs related to acceleration.
13. **Harmony.** DESCO is a union contractor and will not be bound to perform in spite of workers refusing to cross picket lines, strikes or work stoppages beyond DESCO's reasonable control.
14. **Temporary Facilities & Utilities.** The use of general gangways, hoisting and scaffolding facilities with materials, power and workmen required for operation and maintenance of the same, necessary water, heat, light, power for space in the building shall be furnished by Jackson County Jail without expense to DESCO.
15. **Pro-rate Charges.** No allowance is made in this Proposal, and no deductions shall be made, for specific or pro-rated charges of any kind including, but not limited to, general cleaning, heat, light, water, insurance on materials in or at the site, watchman services or the erection of temporary structures.
16. **Protection & Final Cleanup.** This proposal excludes protection and final cleanup of the Work once DESCO has completed a particular area.
17. **Mobilization(s).** This Proposal includes one mobilization and/or phase. If extra mobilizations and/or phases are required, Jackson County Jail agrees to pay DESCO a minimum of \$2,500.00 per mobilization and/or phase.
18. **Storage Temperature.** If the product furnished by DESCO is water based, the storage space must be heated and constantly maintained to a minimum of 45° Fahrenheit throughout the time of storage.
19. **Surface Temperature.** The surface to which the products furnished by DESCO are being applied must be heated and continuously maintained to a minimum of 55° Fahrenheit throughout the installation and the curing cycle.
20. **Contaminants.** No pipe threading machinery or contaminant producing equipment may be placed where DESCO flooring systems are to be installed.
21. **Concrete Substrate.** The following are recommended minimum guidelines for concrete substrates receiving DESCO coatings:
- a. **Strength.** Concrete should be a minimum 3,500 psi concrete.
  - b. **Curing.** Concrete should be either wet cured or polyethylene cured. If a curing compound must be used it should be a film forming curing compound and not a penetrating curing compound, and it should not contain wax or petroleum distillates.
  - c. **Moisture Barrier.** There should be an effective vapor barrier and capillary break installed as part of the concrete slab system design. Moisture from fill, sand, broken pipes or natural causes can result in debonding of epoxy floors. DESCO recommends a vapor barrier meeting ASTM-E 1745 be installed in compliance with ASTM-E 1643 directly in contact with the concrete slab on grade.
  - d. **Finish.** Concrete should be finished to a smooth level surface, but not so tightly closed that it shines, unless concrete is to be sloped to drain. If sloping to drain, then all proper sloping is the responsibility of the concrete installer, as DESCO's flooring products are applied at an appropriate uniform thickness.

e. **Sloping Floor.** Please note that sloping of floors in showers is the responsibility of the concrete installer, and the slope must be verified by Jackson County Jail and/or Owner before DESCO is on site. If DESCO is directed to verify sloping, DESCO shall be reimbursed \$100 per drain by Jackson County Jail and/or Owner. If deficiencies are found in the substrate and sloping will be required by DESCO, Jackson County Jail agrees to pay DESCO additional charges to perform the sloping.

22. **Substrates.** Commencement of the Work indicates Jackson County Jail's representation to DESCO that the composition and integrity of the substrate are ready to receive the Work. DESCO is not liable for any deficiencies in the substrates or prior surfaces (e.g. structural movement, shrinkage cracks, lacking or ineffective vapor barriers, etc.), nor is DESCO liable for resulting defects in the Work.

23. **Leveling, Sloping, Removal.** Unless specifically enumerated elsewhere in this Proposal, this Proposal excludes floor leveling, sloping and removal of existing surfaces.

24. **Warranties.** DESCO warrants all materials furnished shall be new unless otherwise specified, and the Work shall be installed with workmanlike quality within industrial standards, substantially free from faults and defects and in substantial conformance with the plans, drawings, and specifications. For a period of one (1) year from the date of substantial completion of the Work, DESCO agrees to replace any faulty materials furnished by DESCO and/or repair any improper workmanship, provided this warranty is expressly conditioned on DESCO receiving prompt written notice from Jackson County Jail of any such faulty materials or workmanship to allow DESCO a reasonable opportunity to inspect the faulty materials or workmanship prior to the Work being disturbed or repaired. If Jackson County Jail does not provide the written notice or allow a reasonable time for DESCO to inspect and repair the Work, Jackson County Jail waives related warranty claims against DESCO. In lieu of replacing materials or repairing the Work, DESCO may opt to refund the cost of the faulty materials or Work provided DESCO has been paid in full, or DESCO may issue a credit memo for such amount if DESCO has not been paid in full. DESCO's liability is limited to repair, replacement, refund or credit as DESCO determines, but under no circumstances shall DESCO's liability exceed the prorated portion of Price contained in this Proposal for the Work actually completed, as adjusted for mutually agreed upon change orders. **This Proposal excludes warranties of merchantability and fitness for a particular purpose.**

25. **Consequential Damages.** Jackson County Jail waives consequential damages against DESCO including, but not limited to, loss of use and loss of profit.

26. **Choice of Law, Forum.** This Proposal and any resulting Contract are deemed entered into in Olathe, Kansas and Kansas Law shall govern all matters arising out of or related to this Proposal and/or Contract. In the event it is necessary to litigate over any dispute arising out of or related to this Proposal and/or Contract, the Parties agree to adjudicate the dispute in the District Court of Johnson County, KS.

27. **Prevailing Party.** In the event of litigation (or arbitration if the Parties so agree to arbitrate a dispute), the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

28. **Non-Waiver.** The failure of DESCO to require performance of any provision of the Proposal and/or resulting Contract shall not affect DESCO's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Proposal and/or resulting Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

29. **Construction.** The Parties stipulate that in the event this Proposal becomes a contract, the contract was mutually drafted by the parties, and neither Party shall be deemed more liable than the other in the event this Proposal contains conflicts, discrepancies or vague terms.

30. **Merger.** The entire Agreement between DESCO and Jackson County Jail (the "Parties") is contained in the Proposal and supersedes all previous communications or representations that may have been made by DESCO. Any amendment to this Proposal shall be mutually executed in writing on behalf of the Parties.

31. **Severability.** If any provision of this Proposal and/or resulting Contract is held unenforceable, then such provision shall be stricken to the degree necessary to remove the unenforceable portion but all remaining provisions of the Proposal and/or Contract shall remain in full force and effect.

32. **Mock Up.** If a mock up has been called for in the specification, DESCO will comply by sending, to the job site, a mock up of form and colors specified on standard wooden pallet. This will allow movement to different areas of the job for comparison of finished work. Desco has not included in our bid a jobsite mock up.

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**SCOPE:** Cremona DB Base only in C Cellblock, Cells, XB, D Cellblock, Cells, XB, E Cellblock, Cells, XB

**MOISTURE BARRIER:**

- For Rh over 90%, ADD \$3.00/sf
- For Rh below 90% ADD \$1.85/sf

**Notes:** INSTALLING COVE BASE WITHOUT THE FLOORING SYSTEM. THIS IS FOR FUNCTION, NOT DECORATIVE LOOK.

- Bonds were not calculated into the base bid amount.
- Addendum #



Accepted by: \_\_\_\_\_

For: \_\_\_\_\_

Dated: \_\_\_\_\_

Submitted by: \_\_\_\_\_

For: \_\_\_\_\_

Dated: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Blake Wood", is written over a horizontal line.

Blake Wood

DESCO™ Coatings, Inc.

August 10, 2017

**DESCO™ Coatings, Inc.**

Tel: 913.782.3330  
19890 W. 156th Street

Fax: 913.782.0066  
PO Box 2658

Toll Free: 800.426.4164  
Olathe, Kansas 66062



TO: CRAIG A. MOSHER  
 Jackson County  
[cmosher@jacksongov.org](mailto:cmosher@jacksongov.org)

RE: JACKSON COUNTY DETENTION  
 Lower Level Kitchen  
 Kansas City, MO

1. **SCOPE.** DESCO™ COATINGS, INC. ("DESCO") proposes to furnish all labor, material, equipment and services necessary to install INDUSTRIAL LB/TG/HQ in accordance with the plans, drawings and specifications of OWNER architects, for the above project and as called for by OWNER (the "Work"), subject to provisions stated below.
2. **Price.** DESCO shall be paid SEE PAGE 4 (Base Bid) for the Work, plus applicable taxes.  
0 Dollars and NO/100
3. **Bond.** If a surety bond is required, the amount of the premium shall be paid to DESCO in addition to the Price specified for the work.
4. **Subrogation.** If DESCO is required to provide a waiver of subrogation, a charge of \$250 per named entity shall be added to the proposal.
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6. **Incorporation.** Regardless of how a binding contract is formed pursuant to paragraph 6, this Proposal shall be incorporated into the contract by reference, attachment or exhibit, without modification (unless modifications are mutually agreed to by the Parties as evidence in a writing indicating so.) The terms in this Proposal shall supersede the terms of the contract in the event of discrepancies. Anything not specifically included in the Proposal is excluded from DESCO's work.
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16. **Protection & Final Cleanup.** This proposal excludes protection and final cleanup of the Work once DESCO has completed a particular area.
17. **Mobilization(s).** This Proposal includes one mobilization and/or phase. If extra mobilizations and/or phases are required, Jackson County agrees to pay DESCO a minimum of \$2,500.00 per mobilization and/or phase.
18. **Storage Temperature.** If the product furnished by DESCO is water based, the storage space must be heated and constantly maintained to a minimum of 45° Fahrenheit throughout the time of storage.
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21. **Concrete Substrate.** The following are recommended minimum guidelines for concrete substrates receiving DESCO coatings:
- a. **Strength.** Concrete should be a minimum 3,500 psi concrete.
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  - d. **Finish.** Concrete should be finished to a smooth level surface, but not so tightly closed that it shines, unless concrete is to be sloped to drain. If sloping to drain, then all proper sloping is the responsibility of the concrete installer, as DESCO's flooring products are applied at an appropriate uniform thickness.

e. **Sloping Floor.** Please note that sloping of floors in showers is the responsibility of the concrete installer, and the slope must be verified by Jackson County and/or Owner before DESCO is on site. If DESCO is directed to verify sloping, DESCO shall be reimbursed \$100 per drain by Jackson County and/or Owner. If deficiencies are found in the substrate and sloping will be required by DESCO, Jackson County agrees to pay DESCO additional charges to perform the sloping.

22. **Substrates.** Commencement of the Work indicates Jackson County's representation to DESCO that the composition and integrity of the substrate are ready to receive the Work. DESCO is not liable for any deficiencies in the substrates or prior surfaces (e.g. structural movement, shrinkage cracks, lacking or ineffective vapor barriers, etc.), nor is DESCO liable for resulting defects in the Work.

23. **Leveling, Sloping, Removal.** Unless specifically enumerated elsewhere in this Proposal, this Proposal excludes floor leveling, sloping and removal of existing surfaces.

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25. **Consequential Damages.** Jackson County waives consequential damages against DESCO including, but not limited to, loss of use and loss of profit.

26. **Choice of Law, Forum.** This Proposal and any resulting Contract are deemed entered into in Olathe, Kansas and Kansas Law shall govern all matters arising out of or related to this Proposal and/or Contract. In the event it is necessary to litigate over any dispute arising out of or related to this Proposal and/or Contract, the Parties agree to adjudicate the dispute in the District Court of Johnson County, KS.

27. **Prevailing Party.** In the event of litigation (or arbitration if the Parties so agree to arbitrate a dispute), the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

28. **Non-Waiver.** The failure of DESCO to require performance of any provision of the Proposal and/or resulting Contract shall not affect DESCO's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Proposal and/or resulting Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

29. **Construction.** The Parties stipulate that in the event this Proposal becomes a contract, the contract was mutually drafted by the parties, and neither Party shall be deemed more liable than the other in the event this Proposal contains conflicts, discrepancies or vague terms.

30. **Merger.** The entire Agreement between DESCO and Jackson County (the "Parties") is contained in the Proposal and supersedes all previous communications or representations that may have been made by DESCO. Any amendment to this Proposal shall be mutually executed in writing on behalf of the Parties.

31. **Severability.** If any provision of this Proposal and/or resulting Contract is held unenforceable, then such provision shall be stricken to the degree necessary to remove the unenforceable portion but all remaining provisions of the Proposal and/or Contract shall remain in full force and effect.

32. **Mock Up.** If a mock up has been called for in the specification, DESCO will comply by sending, to the job site, a mock up of form and colors specified on standard wooden pallet. This will allow movement to different areas of the job for comparison of finished work. Desco has not included in our bid a jobsite mock up.

**SCOPE:** KITCHEN

**GOOD** Install Industrial LB floor and base, for the sum of .....\$39,564.00  
**BETTER** Install Industrial TG floor and base, for the sum of .....\$48,356.00  
**BEST** Install Industrial HQ floor and base, for the sum of .....\$61,544.00  
Install Industrial LB floor, no base in Pantry Area, for the sum of ..... \$12,213.00  
Fill work, T&M basis, NTE ..... \$5,000.00  
Removal of existing epoxy flooring, if required, T&M basis,.....\$20,000.00

**MOISTURE BARRIER:**

- For Rh over 90%, ADD \$3.00/sf
- For Rh below 90% ADD \$1.85/sf

**Notes: GOING OVER EXISTING POLYURETHANE AND EPOXY FLOORS.**  
**DESCO CAN ONLY INSURE THE BOND OF PRODUCTS WE ARE ABLE TO PREP.**  
●Bonds were not calculated into the base bid amount.  
●Addendum #



Accepted by: \_\_\_\_\_  
For: \_\_\_\_\_  
Dated: \_\_\_\_\_

Submitted by: Blake Wood  
For: DESCO™ Coatings, Inc.  
Dated: July 20, 2017

**DESCO™ Coatings, Inc.**

Tel: 913.782.3330  
19890 W. 156th Street

Fax: 913.782.0066  
PO Box 2658

Toll Free: 800.426.4164  
Olathe, Kansas 66062



## Contract Renewal

Date of Award: August 14, 2015

Contract Number: 15010391

Buyer: Stephanie Stapleton  
Telephone: 785-864-3748  
E-Mail Address: [sstapleton@ku.edu](mailto:ssstapleton@ku.edu)  
Web Address: <http://www.procurement.ku.edu/>

**Item: Fluid Applied Flooring/Maintenance Services**

Agency: The University of Kansas  
Location(s): Lawrence, Kansas

Period of Contract: September 1, 2017 to August 31, 2018  
*(with option to renew for two (2) additional one (1) year periods)*

Contractors: Multiple Award

Desco Coatings, Inc.  
19890 W 156<sup>th</sup> Street  
Olathe, KS 66062-3500  
Contact: Blake Wood  
Phone: 913-782-3330  
[blake@descocoatings.com](mailto:blake@descocoatings.com)  
PeopleSoft ID: 0000002399  
KUPPS ID: 13603401

Conditions: Renewing for additional year, incorporating modified KU-146a

Political Subdivisions: Pricing is available to all political subdivisions