

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of flooring repair services for use by the Department of Corrections to Desco Coatings of Olathe, KS at an actual cost to the County not to exceed \$128,569.00, under the terms and conditions of the University of Kansas Contract No. 15010391, an existing government contract.

RESOLUTION NO. 19561, August 22, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has a need for flooring repairs within the Detention Center; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of flooring repair services, at an actual cost to the County not to exceed \$128,569.00, under the terms and conditions of the University of Kansas Contract No. 15010391, an existing government contract; and,

WHEREAS, the Director of Finance and Purchasing recommends this purchase under the terms and conditions set forth in the University of Kansas Contract, due to the volume discounts offered to large entities; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director

be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Jay D. Holden
Chief Deputy County Counselor

W. Stephen Knox
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19561 of August 22, 2017, was duly passed on August 28, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

8/28/17
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

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.

ACCOUNT NUMBER: 001 5101 58020
ACCOUNT TITLE: General Fund
Non-Departmental
Buildings and Improvements
NOT TO EXCEED: \$128,569.00

August 29, 2017
Date

[Signature]
Chief Financial Officer

Fiscal Note:

This expenditure was included in the Annual Budget.


Date: August 23, 2017 PC# _____ RES # 19561

Department / Division Character/Description Not to Exceed

General Fund - 001

5101 - Non-Departmental 58020 - Buildings & Improvements \$ 128,569

\$ 128,569

 8/23/17
Budget Office

DESCO™ Coatings, Inc. Bid Proposal

Res. 19561

TO: CRAIG MOSHER
Jackson County Detention Center
cmosher@jacksongov.org

RE: JACKSON COUNTY DETENTION CENTER
Kitchen
Kansas City, MO

1. **SCOPE.** DESCO™ COATINGS, INC. ("DESCO") proposes to furnish all labor, material, equipment and services necessary to install Cremona TG 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 T&M NTE \$25,000.00 (Base Bid) for the Work, plus applicable taxes.
TWENTY-FIVE 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 Detention Center written acceptance of this Proposal, without modification or reservation, prior to the end of said two (2) weeks. If DESCO receives Jackson County Detention Center written acceptance after said two weeks, or if DESCO received Jackson County Detention Center written acceptance subject to modifications or reservations, or if Jackson County Detention Center issues a subcontract to DESCO with terms that differ from this Proposal, Jackson County Detention Center written acceptance or subcontract shall be considered a counteroffer from Jackson County Detention Center 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 Detention Center 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 Detention Center agrees to reimburse DESCO reasonable attorney fees plus costs. Jackson County Detention Center also agrees to pay DESCO 1% per month interest on all past due payments.
11. **Force Majeure.** DESCO is not responsible, and Jackson County Detention Center 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 Detention Center 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 Detention Center 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 Detention Center 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 Detention Center and/or Owner. If deficiencies are found in the substrate and sloping will be required by DESCO, Jackson County Detention Center agrees to pay DESCO additional charges to perform the sloping.

22. **Substrates.** Commencement of the Work indicates Jackson County Detention Center'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 Detention Center 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 Detention Center does not provide the written notice or allow a reasonable time for DESCO to inspect and repair the Work, Jackson County Detention Center 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 Detention Center 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 Missouri 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 Circuit Court of Jackson, MO.

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 Detention Center (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 resloping and fill

MOISTURE BARRIER:

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

Notes:

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



Accepted by: _____

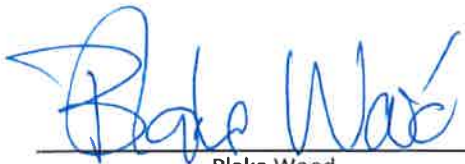
For: _____

Dated: _____

Submitted by: _____

For: _____

Dated: _____



Blake Wood
DESCO™ Coatings, Inc.

August 22, 2017

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