

## **AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

**Date:** 12.2.2024

**Meeting Date:** 12.9.2024

**Submitted By:** Lance Anderson

**Department:** Purchasing Department

**Signature of Elected Official/Department Head:**



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| <b>Court Decision:</b><br><small>This section to be completed by County Judge's Office</small>   |
| <br><br><div style="color: red; font-weight: bold;">12-09-24</div> |

**Description:**

Consider and approve Award of RFP 2024-307 Chimney Restoration of Guinn  
Justice Center to Mid-Continental Restoration Co. and proposal in the amount of  
\$50,305.00 with authorization for County Judge to sign.

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(May attach additional sheets if necessary)

**Person to Present:** Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)      ☒ PUBLIC      ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 5 minutes

**Session Requested:** (check one)

☒ Action Item    ☐ Consent    ☐ Workshop    ☐ Executive    ☐ Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**

☒ County Attorney      ☐ IT      ☐ Purchasing      ☐ Auditor  
☐ Personnel      ☐ Public Works      ☒ Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

Approved in CC on 9/11/2023



5125 NE Parkway, Fort Worth, TX 76106  
Ph: (817) 498-7277 Fax: (817) 656-4764  
[www.midcontinental.com](http://www.midcontinental.com)

November 22, 2024

Lance Anderson  
Guinn Justice Center  
204 S Buffalo St  
Cleburne, TX 76033

RE: Exterior Chimney Repairs  
Guinn Justice Center – Cleburne

Dear Mr. Anderson:

Attached is our proposal for the work to be performed on the Justice Center project. Should you have questions regarding the proposal, please feel free to contact me at (800) 906-0610.

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.**

Kenneth Sweeten  
Estimator / Project Manager  
Cell: (817) 602-6145  
[kenneth\\_sweeten@midcontinental.com](mailto:kenneth_sweeten@midcontinental.com)

KS/kc

Encl.



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[www.midcontinental.com](http://www.midcontinental.com)

## PROPOSAL / CONTRACT

November 22, 2024

From: Kenneth Sweeten, Estimator / Project Manager, Fort Worth, TX  
Cell: (817) 602-6145 email: [kenneth\\_sweeten@midcontinental.com](mailto:kenneth_sweeten@midcontinental.com)

To: Lance Anderson, Guinn Justice Center, 204 S Buffalo St, Cleburne, TX 76033  
Ph: (817) 556-6382 email: [landerson@johnsoncountytexas.org](mailto:landerson@johnsoncountytexas.org)

Subject: Exterior Chimney Repairs

Job Name: Guinn Justice Center – 204 S Buffalo St, Cleburne, TX 76033

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### BASE BID: CHIMNEY RESTORATION



- (1) All masonry surfaces shall be restored to the original color as closely as possible with pressurized water and chemical cleaning agents. The chemical cleaning agents shall be applied to the surface, given time to dwell, and rinsed in strict accordance with the manufacturer's specifications. Chemical cleaners shall be applied no more than two times to any masonry surface. This proposal includes one application of chemical cleaner.
- (2) All mortar joints shall be carefully inspected and those found to have voids, cracks or openings greater than 1/32<sup>nd</sup> inch in width or those found to be eroded more than 1/4-inch in depth, shall be cut back to a depth of two times the joint width, but in no case deeper than 1-inch, and shall then be cleaned of all loose and foreign debris with air and/or water pressure.

- (3) 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). This proposal includes 275 LF of tuckpointing.
- (4) A close inspection shall be made of all brick faces, and those found to be spalled or broken shall be cut out and replaced with new brick matching the original in size, color and texture as closely as possible. Bricks shall be set in a fresh bed of mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. This proposal includes the replacement of **420** bricks.



- (5) MCR shall remove and rebuild the East elevation of the chimney due to movement damage.
- (6) 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. OHSA 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.
- (7) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.



- (8) 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.
- (9) 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.
- (10) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.
- (11) **STATE AND LOCAL SALES TAX IS EXCLUDED FROM THIS CONTRACT. A VALID TAX EXEMPTION OR RESALE CERTIFICATE MUST BE PROVIDED PRIOR TO COMMENCEMENT OF WORK.**

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

**FIFTY THOUSAND, THREE HUNDRED FIVE DOLLARS**

**\$50,305.00**

**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:  12.9.24  
Owner/Owner Representative Dated

By: Kenneth Sweeten 12/2/24  
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 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 (817) 656-4764 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.

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 45 days past due will be assessed a finance charge of 1½ % per month.**

Mid-Continental Restoration agrees to provide the following insurance coverage: (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.

**JOHNSON COUNTY:**

12-9-24  
Date

12-9-24  
Date



## Mid-Continental Restoration Co., Inc.

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Date

Title: Project manager



# RFP 2024-307 Chimney Restoration for Guinn Justice Center

## Scoring Summary

| Supplier                                | Total<br>/ 100 pts |
|---|--------------------|
| Mid-Continental<br>Restoration Co. Inc. | 81                 |
| Frontier<br>Waterproofing, Inc.         | 71.67              |
| Freedom Construction                    | 54.83              |