

RESOLUTION NO. 1876

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE BID AND AUTHORIZING PAYMENT TO MID-CONTINENTAL RESTORATION CO., INC., FOR EXTERIOR WALL REPAIRS AT 108 N. CEDAR AND 111 E. CHERRY STREET

WHEREAS, the City of Nevada, Missouri, has determined that repairs to the exterior walls of 108 N. Cedar and 111 E Cherry Street are necessary in order to move forward with the City Square Development Project; and

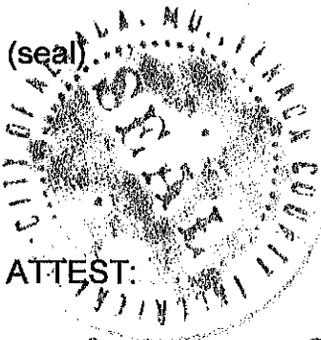
WHEREAS, bids were solicited and received in accordance with City purchasing procedures; and

WHEREAS, Mid-Continental Restoration Co., Inc., of Fort Scott, Kansas, submitted the bid selected as the lowest and best for the required work; and

WHEREAS, the City Manager, or his designee, is hereby authorized to execute all documents and take all actions necessary to carry out this Resolution, including payment in an amount not to exceed One Hundred Five Thousand Dollars (\$105,000).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Missouri, accepts the bid and authorizes payment to Mid-Continental Restoration Co. INC in an amount not to exceed One Hundred Five Thousand Dollars (\$105,000).

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri, this 19th day of August, 2025.



ATTEST:

Cynthia Dye
CYNTHIA DYE, CITY CLERK

Carol Branham
CAROL BRANHAM, MAYOR

AGENDA ITEM
August 12, 2025

Subject: City Square Development Project

Department: Parks

Notes:

- This resolution will approve Mid-Continental to move forward with repairing the exterior walls on the adjoining properties for the City Square Development Project.

	108 N Cedar	111 E. Cherry
Mid-Continental	\$41,871	\$61,713
JCM Restoration	No Bid	\$132,000
Buildit	No Bid	No Bid



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT

August 11, 2025

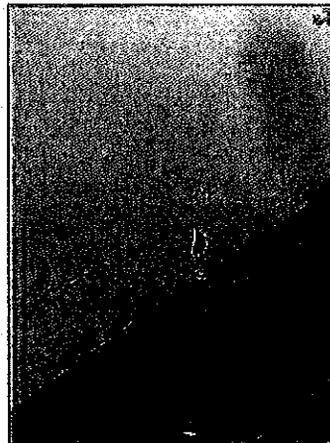
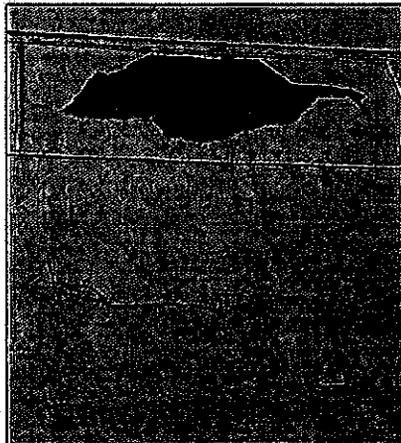
From: Chase Halsey, Senior Estimator / Project Manager, Fort Scott, KS
Cell: (620) 704-2733 email: chase_halsey@midcontinental.com

To: Richard Brockman, 108 N Cedar, Nevada, MO email: rbrockman@nevadamo.gov

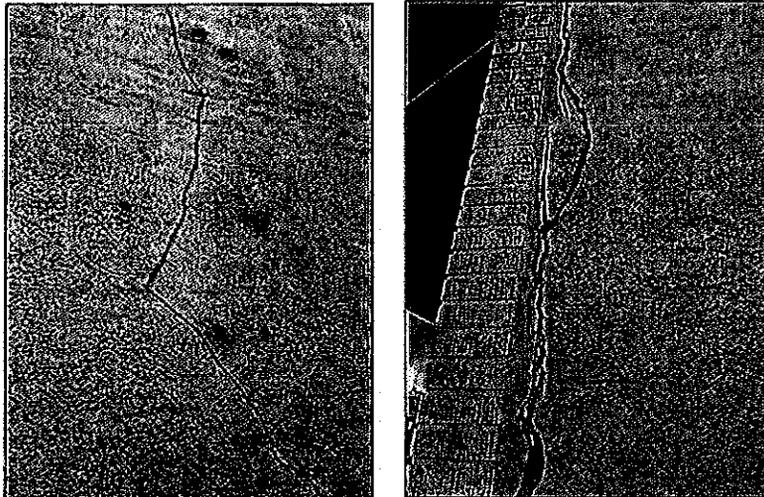
Subject: Exterior Building Repairs

Job Name: 108 N Cedar – Nevada, MO 64762

BASE BID: WORK ON ONE ELEVATION ONLY



- (1) MCR shall access this side of the building and sound check the existing failed gunite areas. Any areas that have failed and loose shall be square cut and removed. Once the loose gunite material has been removed from the de-bonded areas, we will then square cut the existing gunite system and install stainless steel mesh into the area to be shotcreted. Once the wire mesh is installed, we shall shotcrete this wall back to match the original shotcrete as close as possible. This proposal includes 560 SF of gunite removal and replacement. Additional removal and replacement can be completed on a unit price basis at the rate of \$68.00 per SF.



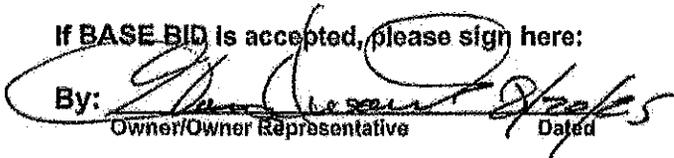
- (2) Any cracked areas of the gunite that were previously sealed shall have the existing urethane sealant removed and a new polyurethane sealant shall be installed, tooled to a watertight condition. Sand shall be imbedded into these areas to match the existing profile of the wall. This proposal includes 400 LF of crack repair. Additional crack repair can be completed on a unit price basis at the rate of \$11.36 per LF.
- (3) Once the gunite material has cured, we will install 2 coats of elastomeric coating, equal to Sherwin Williams Loxon XP. The color shall be selected by the Owner.
- (4) 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.
- (5) If cell phone or microwave antennas exist on the building(s), a current Radio Frequency Safety Survey Report (RFSSR) must be provided to Mid-Continental Restoration prior to commencement of the project. Any associated costs for antenna shutdown or relocation are not included in this proposal. If antennas are unable to be shut down or relocated, exposure areas around the antennas will not be accessible by Mid-Continental Restoration and this work will be deducted out of the contract amount.
- (6) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment. A pigtail cord shall be provided by MCR for an electrician to hard wire into a 40-amp or 50-amp breaker that will provide power to our temporary 240V panel.

- (7) 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.
- (8) 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.
- (9) 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:
FORTY-ONE THOUSAND, EIGHT HUNDRED SEVENTY-ONE DOLLARS \$41,871.00
 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:  By:  8-29-25
 Owner/Owner Representative Dated 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 (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 furnishing 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 (PBB) 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 1 1/2 % 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.



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT

August 12, 2025

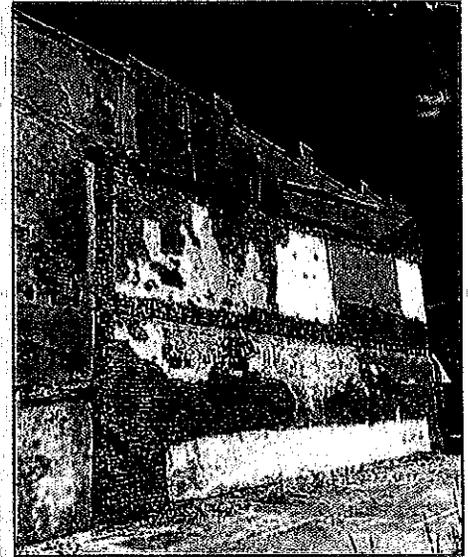
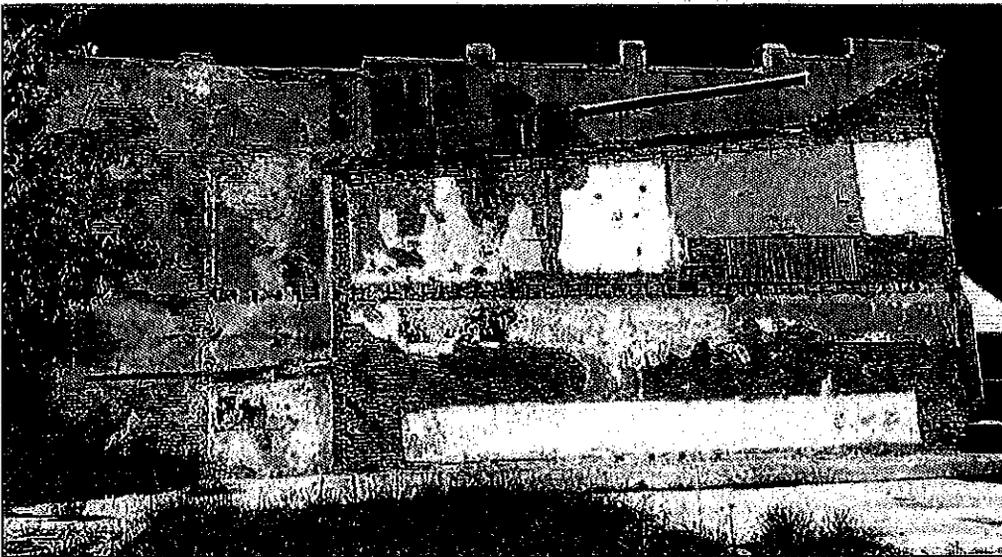
From: Chase Halsey, Senior Estimator / Project Manager, Fort Scott, KS
Cell: (620) 704-2733 email: chase_halsey@midcontinental.com

To: Richard Brockman, 111 Cherry St, Nevada, MO email: rbrockman@nevadamo.gov

Subject: Exterior Building Repairs

Job Name: 111 Cherry St – Nevada, MO 64762

BASE BID: WORK ON THE WEST ELEVATION ONLY



- (1) MCR shall remove the interior plaster system that is still attached to the brick veneer in its entirety.
- (2) We shall remove any protruding masonry brick that are past the original plumb wall to match the existing profile as close as possible. This proposal includes 20 SF of protruding masonry removal. Additional can be removed on a unit price basis at the rate of \$60.00 per SF.



- (3) We shall install masonry bricks into all the joist pockets to make the wall sound.



- (4) The parapet wall on the Northwest corner of the building is leaning in toward the roof. We will remove this parapet wall and dowl into the original brick and install CMU block grouted solid in this area to rebuild the parapet wall. This proposal **DOES NOT** include the roofing contractor's price to repair the roof area once this work is completed. This proposal includes 72 SF of parapet wall removal and repair.
- (5) All mortar joints shall be carefully inspected and those found to have voids, cracks or openings greater than $1/32^{\text{nd}}$ 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.
- (6) 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).

- (7) After the masonry repairs and the parapet wall is rebuilt, we will hang a stainless steel wire to the West elevation and shoot it with a shotcrete material in two applications. After this has cured, we shall apply 2 coats of elastomeric coating. The color shall be selected by the Owner.
- (8) 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.
- (9) If cell phone or microwave antennas exist on the building(s), a current Radio Frequency Safety Survey Report (RFSSR) must be provided to Mid-Continental Restoration prior to commencement of the project. Any associated costs for antenna shutdown or relocation are not included in this proposal. If antennas are unable to be shut down or relocated, exposure areas around the antennas will not be accessible by Mid-Continental Restoration and this work will be deducted out of the contract amount.
- (10) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment. A pigtail cord shall be provided by MCR for an electrician to hard wire into a 40-amp or 50-amp breaker that will provide power to our temporary 240V panel.
- (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 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.
- (13) 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:
SIXTY-ONE THOUSAND, SEVEN HUNDRED THIRTEEN DOLLARS **\$61, 713.00**
 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:
 By: [Signature] 8/29/25
 Owner/Owner Representative Dated

Mid-Continental Restoration Co., Inc.
 By: [Signature] 8-29-25
 Contractor Dated

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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.

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EXHIBIT "A"

TERMS & CONDITIONS

LIMITED WARRANTY

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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 furnishing 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 (PCB) 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.

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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 ideas) 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.

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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.