

21000 ~~MARK~~
& Board of Directors

TOTAL \$38,994.00
Less: @ 1,700⁰⁰
@ \$37,294



**MID-CONTINENTAL
RESTORATION Co., INC.**
South Dakota Branch Office
904 S Ben St, Parkston SD 57366
Ph: 605-928-3533
Fax: 605-928-3553

PROPOSAL / CONTRACT

From: Travis Leischner, 904 S Ben St., Parkston, SD 57366 August 10, 2011
To: Pastor Evelyn Kelly, Faith Temple Church, PO Box 1453, Rapid City, SD 57709-1453 Ph: 605-342-4448
Subject: Exterior Building Repairs
Job Name: Faith Temple Church, 715 Kansas City Street, Rapid City, SD 57701

BASE BID: NORTH ELEVATION



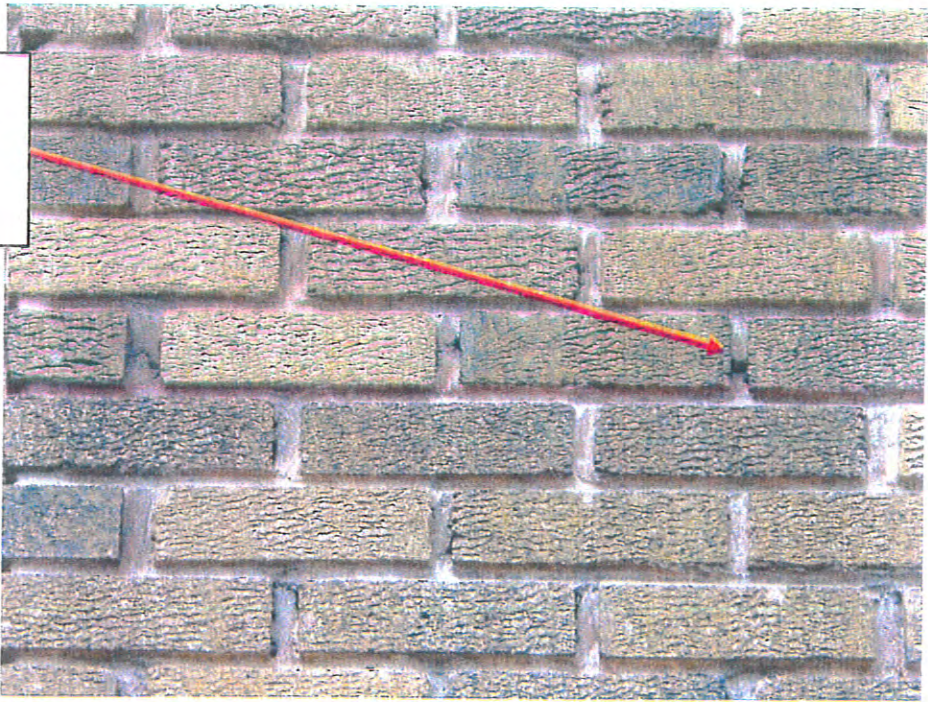
- (1) All masonry surfaces shall be washed with pressurized water, approximately 400 – 800# psi, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.



- (2) All brick mortar joints from top of water table to the copings shall be cut back to a depth of two and one-half times the width of the mortar joints, but in no case shall the mortar joint be cut less than $\frac{3}{4}$ -inch in depth. Once the cutting is completed, all surfaces shall be cleaned of all loose and foreign debris utilizing compressed air and/or pressurized water in preparation for repointing of the mortar joints.
- (3) After all joints have been cut and cleaned, the joints shall be filled and tightly packed with lime, sand and Portland cement, a formulation of a nonstaining, nonshrinking, masonry pointing material. The mortar shall be installed in two layers. The first layer will fill the joints one-half full and the final layer shall not be installed until the first layer is thumbprint hard. New mortar joints shall be tooled to a neat, uniform appearance and shall be standard gray in color unless otherwise specified by Owner.

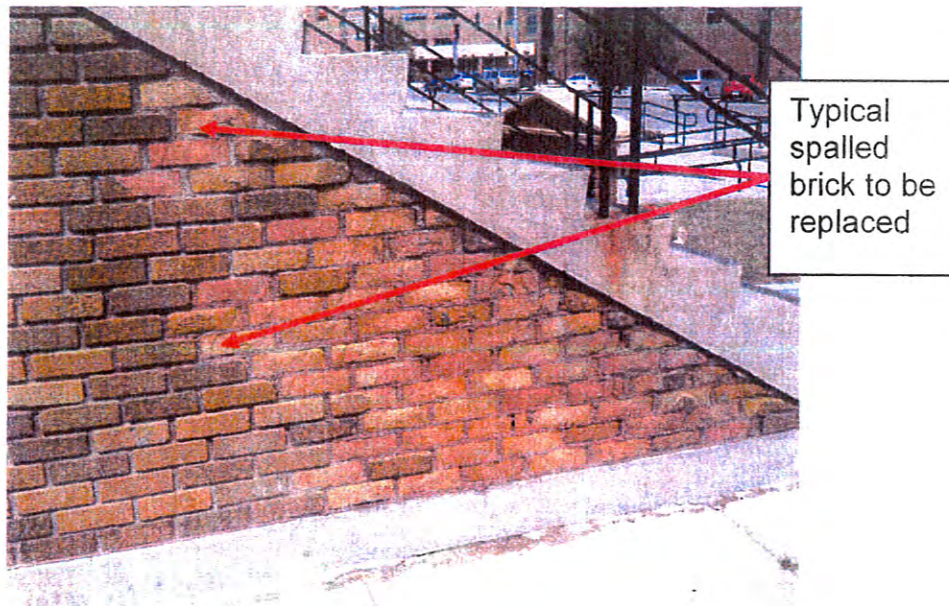


Typical mortar joints to be repointed

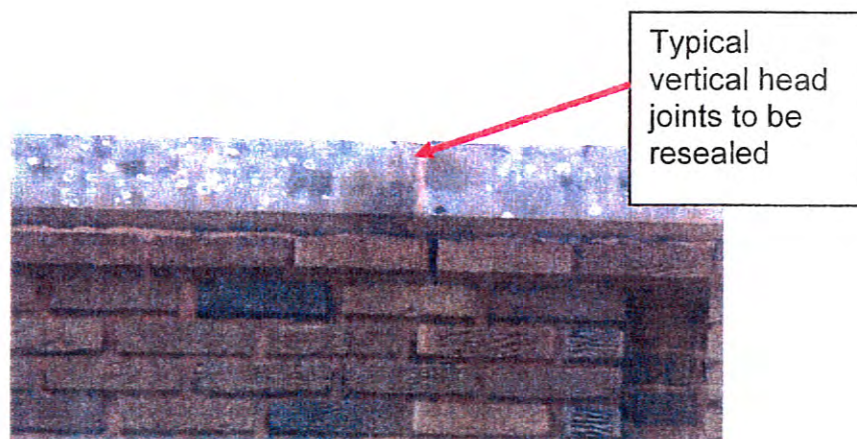


- (4) A careful inspection of all mortar joints shall be completed and joints that are found to be void, open or defective shall be cut back to a depth $\frac{1}{4}$ -inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.
- (5) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a nonstaining, nonshrinking, Type 'N' masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible.





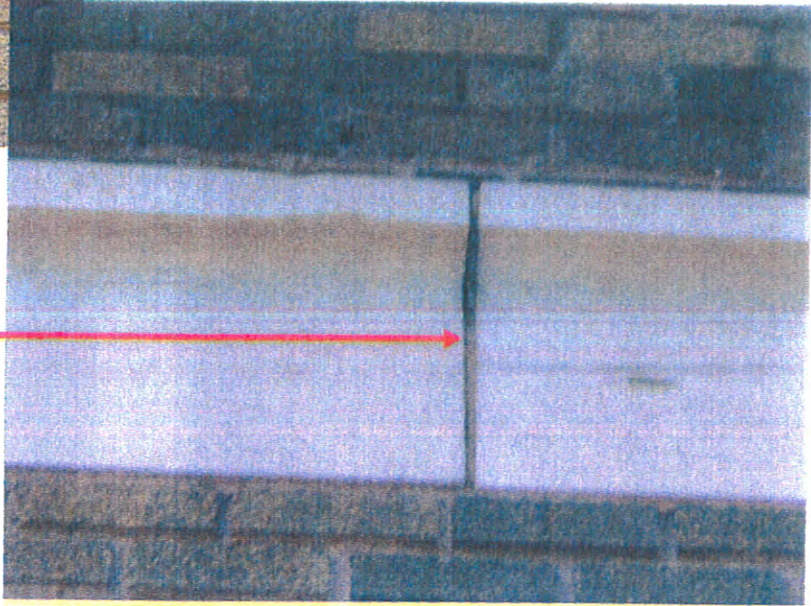
- (6) A close inspection shall be made of all brick faces, and those found to be spalled or broken shall be cut out and replaced with new brick matching the original in size, color and texture as closely as possible. Bricks shall be set in a fresh bed of mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. This proposal includes replacement of **175** bricks. Additional brick replacement shall be completed on a unit price basis at a rate of **\$20.00** per brick.



- (7) The vertical head joints between all coping stones shall be cut back a minimum of 1/2-inch in depth, cleaned of all loose and foreign debris and then resealed utilizing a polyurethane rubber sealant, Sonolastic 150 or equal. Bond breaker tape shall be installed into the bottom of the cut joint to prevent three-sided adhesion. New sealant shall be tooled to a neat, uniform appearance and shall match the existing material in color as closely as possible.



Typical stone to stone joints to be resealed

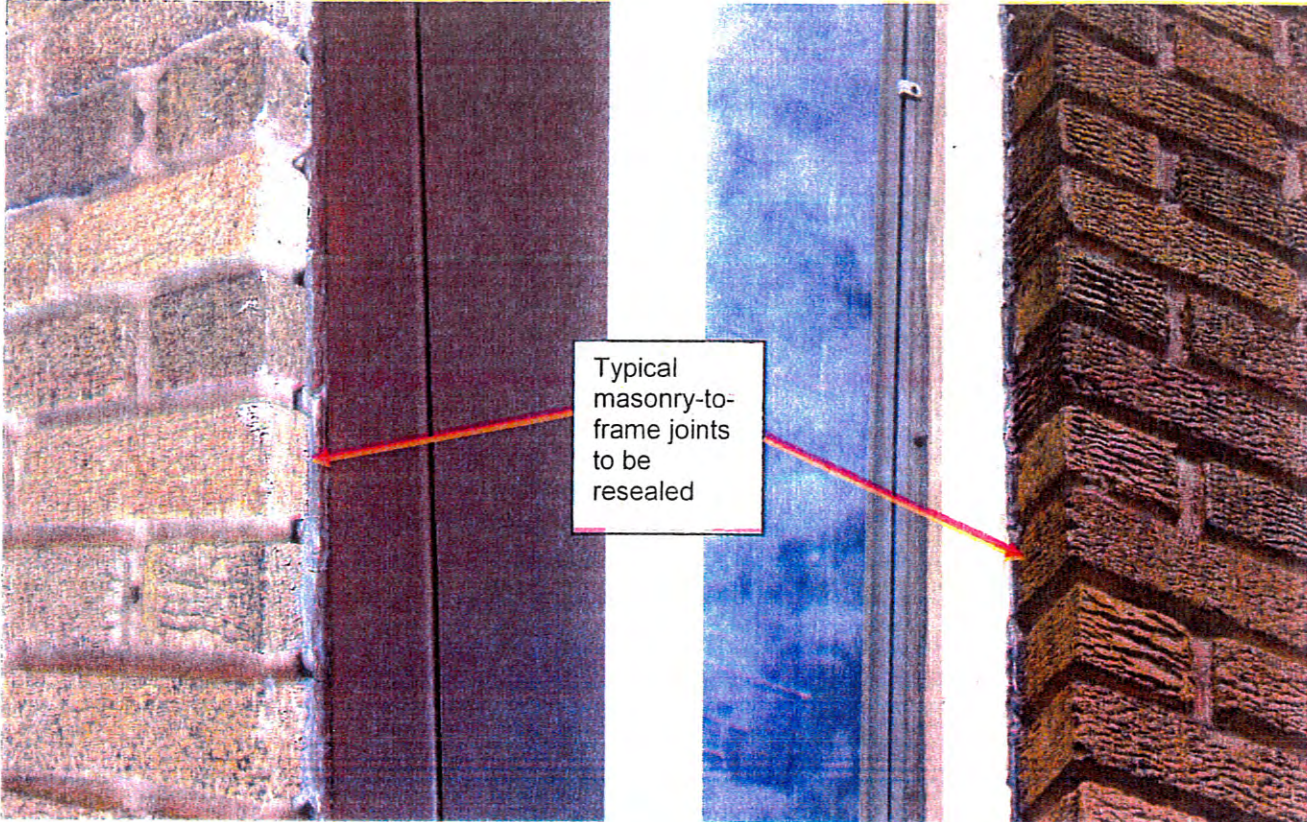


- (8) All stone to stone joints shall be resealed with a polyurethane sealant equal to Sonolastic 150. Prior to installation of new sealant, all joints shall be thoroughly removed of any existing mortar and/or residue. New sealant shall be tooled to a neat, uniform appearance and shall match the original material in appearance as closely as possible.



Typical sidewalk to building joints to be resealed

- (9) All sidewalk to building joints shall be resealed with a polyurethane sealant equal to Sonolastic 150. Prior to installation of new sealant, all joints shall be thoroughly removed of any existing mortar and/or residue. New sealant shall be tooled to a neat, uniform appearance and shall match the original material in appearance as closely as possible.



- (10) The perimeter of all window and door frames (masonry-to-frame joints) shall have all existing fill materials removed, the joint surface area shall be cleaned of all foreign residue and resealed with a polyurethane rubber sealant, tooled to a watertight condition. Color of new sealant shall match the adjacent window / door trim or adjacent mortar joints as closely as possible.



- (11) Steps and landings on the North Elevation only shall have loose and spalling material chipped away, the areas cleaned and the areas then patched with a polymer modified, cementitious patching material, using a bonding material additive to ensure positive bond between old and new surfaces. After this work is completed, all steps and landings shall have a cementitious coating applied to all surfaces. This material will provide a waterproof surface and protect the existing concrete finish. Flat surfaces shall have a non-skid finish. Color of material shall be light gray unless otherwise specified by Owner.
- (12) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (13) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (14) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site 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 job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (15) For complete insurance coverage, see **Exhibit "A"** attached hereto.
- (16) Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.
- (17) **Workmanship and materials shall be guaranteed for one (1) year(s).**

We shall accomplish the above outlined work for the sum of:
Twelve Thousand Five Hundred Fifty-Six Dollars **\$12,556.00**
The above price shall be valid for a period of sixty (60) days.

TO ACCEPT 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

ALTERNATE ONE: WEST ELEVATION



(18) We will perform the same scope of work as in the Base Bid.

**PRICE: Ten Thousand Seven Hundred Dollars \$10,700.00 (This price is
IN ADDITION TO the Base Bid)**
The above price shall be valid for a period of sixty (60) days.

If ALTERNATE # 1 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____ Dated _____ By: _____ Dated _____
Owner / Owner Representative Contractor

ALTERNATE TWO: EAST ELEVATION



(19) We will perform the same scope of work as in the Base Bid.

PRICE: Ten Thousand Six Hundred Fifty-Eight Dollars \$10,658.00 (This price is *IN ADDITION TO* the Base Bid)
The above price shall be valid for a period of sixty (60) days.

If ALTERNATE # 2 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

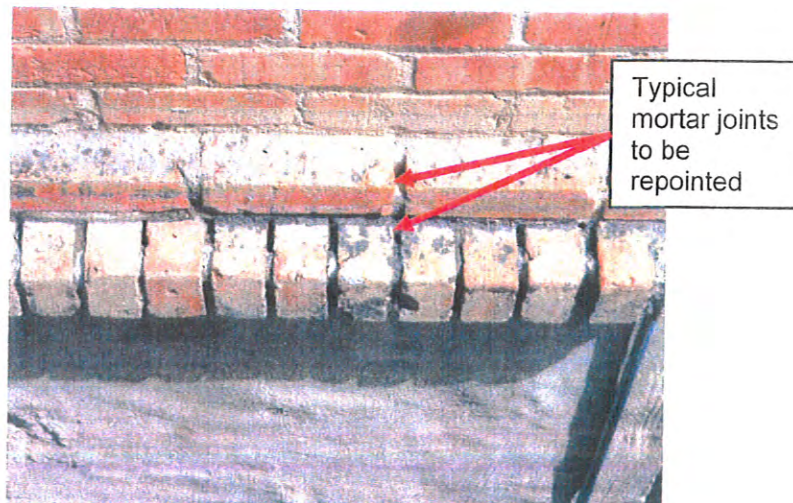
By: _____
Owner / Owner Representative Dated

By: _____
Contractor Dated

ALTERNATE THREE: SOUTH ELEVATION



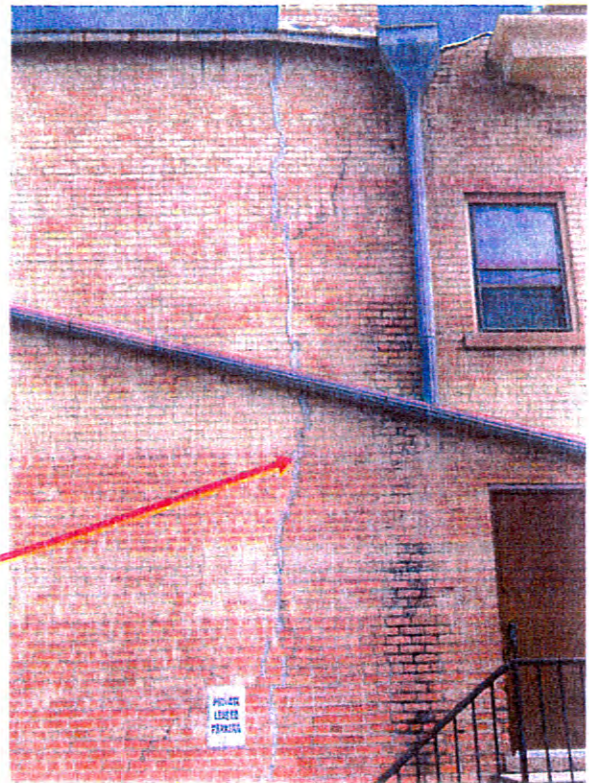
(20) All masonry surfaces shall be washed with pressurized water, approximately 400 – 800# psi, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.



- (21) A careful inspection of all mortar joints shall be completed and joints that are found to be void, open or defective shall be cut back to a depth ¼-inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.
- (22) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a nonstaining, nonshrinking, Type 'N' masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible.



Typical settlement cracks to be resealed



- (23) Settlement cracks, or joints in movement, shall be cut back a minimum of ½-inch in depth, cleaned of all loose debris, and then resealed with a polyurethane rubber sealant, tooled to a neat, watertight condition. Bond breaker tape shall be installed in the back of the joint to prevent three-sided adhesion. Immediately after tooling, sand aggregate shall be cast or brushed into the face of the sealant, providing a mortar-like joint appearance, yet remaining flexible in the event of future movement.

PRICE: Five Thousand Eighty Dollars \$5,080.00 (This price is IN ADDITION TO the Base Bid)
The above price shall be valid for a period of sixty (60) days.

If ALTERNATE #3 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
 Owner / Owner Representative Dated

By: _____
 Contractor Dated

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND RETURN BOTH COPIES TO THE HOME OFFICE. OUR COMPANY WILL RETURN ONE COPY TO YOU UPON EXECUTION. IF DESIRED, YOU MAY FAX THE ACCEPTANCE TO THIS OFFICE AT 605-928-3553 OR TO OUR CORPORATE OFFICE AT 620-223-5052. THE 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).

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/REMEDIATION THEREOF.

EXHIBIT "A"

TERMS & CONDITIONS

(1) LIMITED WARRANTY

- (A) 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.
- (B) 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.
- (C) 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.
- (D) 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.
- (E) 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.

(2) EXCLUSIONS FROM LIMITED WARRANTY. The following are not covered by this warranty:

- (A) 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.
- (B) Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration is to be paid 90% of the work done monthly and the balance upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 90 days past due will be assessed a finance charge of 1 1/4 % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all start up 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.

(9) 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.