

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**March 21, 2022**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. A Request From Greg Carroll With Harrier Track Club To Hold A 5K On July 4, 2022.
2. Receipt of bids for installing epoxy floor coating for the animal shelter.

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #1.

Department: Parks and Recreation

Date: March 21, 2022

**Agenda Item:** A request from Greg Carroll with Harrier Track Club to hold a 5k on July 4, 2022

**Summary:** Greg Carrol is requesting to host the annual 4<sup>th</sup> of July 5K to raise funds for the Harrier Track Club. Route will begin at the south driveway to the Lodge. Runners will run on the road, by the James Youth Center, across the dam, by the War Memorial, past Candy Cane City, continuing on past Klein Shelter, and going into Lakewood Drive, and then turning around in Lakewood Drive and going back the same route to the south driveway to the Lodge. (See attached map).

### Recommended

**Action:** Approve this request.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

**Aye**   **Nay**

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_   \_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_   \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_   \_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_   \_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_   \_\_\_

Passed   Failed

*Moberly!*

WS #1.

City of

Police Department  
Troy Link  
Chief of Police  
223rd Session FBI Academy

300 N Clark Street  
Moberly, MO 65270  
Phone: 660-263-0346  
Fax: 660-263-8540

### Walk/Run Application Permit

Application Date: FEBRUARY 9, 2022  
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: MONDAY, JULY 4, 2022

Purpose of event: HARRIER TRACK CLUB INDEPENDENCE 5K

Name of event director: GREGORY Q CARROLL

Contact phone, & Address of director: 660 263 4947

Approximate number of participants: 100 - 125

Route requested, Begin & End Time: PACKET PICKUP 7:00AM RACE 8:30-10:30AM  
START AT SOUTH DRIVEWAY TO LODGE. EAST  
AND SOUTH ON PARK RD ACROSS DAM AROUND  
TO AND PAST CANDY CANE CITY, LOOP AROUND  
AND THRU LOST HILLS AND RETURN SAME ROUTE.

(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: X No: \_\_\_\_\_

Will the organization furnish personnel to assist with the event?

Yes: X No: \_\_\_\_\_ If yes, how many? 10 - 15

Signature of applicant: Gregory Q Carroll

Approved: \_\_\_\_\_ Declined: \_\_\_\_\_

Authorizing Official: \_\_\_\_\_ Date: \_\_\_\_\_

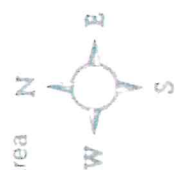
Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins. For races occurring in Rothwell Park, please contact the Parks and Recreation office to obtain specific guidelines that only apply to races located inside the park.

❖ No permanent paint may be used on roads or 3. Only spray chalk or temporary paint with a life of not more than 30 days may be used.

# ROTHWELL PARK

## Parks & Rec Legend

- Park Property
- West 43 Wilderness Area
- Road Access
- Walking Trail
- Restrooms
- Picnic Areas
- Shelter House
- Tennis Courts
- Basketball Court
- Volleyball Court
- Playground Equipment
- Archery Area
- Horse Shoes
- Disc Golf Course
- Disc Golf Course B
- Mini Train Station



## Rothwell Park Athletic Complex Legend

- A - Concessions/Restroom
- B - Playground
- C - Batting Cages
- P - Parking
- Championship Baseball Fields
- Softball Fields
- Soccer/Football Fields

SCALE IN FEET



Park Hours - 5 a.m. To 11 p.m.  
Speed Limit - 25 m.p.h.

WS #1.

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# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #2.  
 Department: Police  
 Date: March 21, 2022

**Agenda Item:** Receipt of bids for installing epoxy floor coating for the animal shelter.

**Summary:** The Moberly Animal Shelter kennel runs are painted concrete blocks. That paint routinely peels and must be power washed and re-painted every couple of years. The kennel floors are un-treated concrete and hold odors, easily stain and both the walls and floors are difficult to sanitize. The Missouri Department of Agriculture inspects the shelter annually and has repeatedly required us to address the peeling paint as it is a hazard to the animals. To eliminate peeling paint, improve sanitation efforts and reduce odors, all the floors, walls and each kennel run, require the paint stripped, any cracks, hole or irregularities filled, and an epoxy coating applied per manufacture's instructions. This epoxy coating treatment is limited to the kennel area, walls and floors and each kennel. It does not include the garage or office areas. Bids were solicited and received from ECS Epoxy Coating Specialists (35,475.00), Permatek Coatings, (41,169.88) and Archway Industrial Coatings Inc, (48,174.00). This is a partially budgeted expense, 14,000 dollars was budgeted, but due to a calculation error in total footage to be covered and a cost calculation error on our part, the budgeted amount is not enough. Money left over from three other projects at the police station (station camera upgrade, concrete replacement, and the email replacement) all came in under their estimated costs. A total of \$17,729.00 is available to move to help fund this project. The remaining \$3,746.00 can come from building maintenance, as that line item contains sufficient monies. Recommend accepting the low bid of \$35,475.00 from ECS.

**Recommended Action** Approve the request

**Fund Name:** Building Maintenance

**Account Number:** 100.007.5300

**Available Budget \$:** 51,790.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Davis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed



### EPOXY FLOOR COATING PROPOSAL

**TO:** Becky  
Director

**RE:** Moberly Animal Shelter  
153 W Outer Road  
Moberly, MO 65270

**EMAIL:** moberlymoanimalshelter@gmail.com

**PHONE:** 660-833-7330

**DATE:** 2/14/2022

Epoxy Coating Specialists, Inc. (E.C.S.) promises and proposes to furnish all labor, material, equipment, insurance and supervision required for an installation generally described as follows:

**AREA:** Kennels; approximately 1,460 square feet of flooring, 375' of integral cove base, and 2,900 square feet of walls at 6'H.

**SYSTEM:** Decorative Flake Flooring System with Moisture Primer and Chemical Resistant Satin Urethane Topcoat.

**PROCEDURES:** Prepare surfaces in accordance of manufacturer instructions with mechanical means (self-contained grinding and/or shotblasting).  
Prefill surface irregularities holes and cracks.  
Apply resinous coating system per manufacturer instructions.  
Perform calcium chloride/relative humidity test on concrete (if required).

**SCHEDULE:** Pricing is based on completing all work in ONE mobilization, 2-day application schedule; over a regular work week, Monday – Friday, 7AM – 5PM.

**NOTES:** Owner/General Contractor agrees to provide receptacle for waste.  
Power: 480V; 3 Phase 60 amps and 120V; 20-amp electrical sources. (If not see, "Options" for ECS to provide a generator).  
Owner/GC to provide adequate lighting equivalent to permanent & temperature-controlled environment.  
ECS will need a mixing/staging area in close proximity to area to be coated.

**PRICE** **Furnished and Installed for the sum of** **\$35,475.00**

NOTE: A Project Exemption Certificate is required for Sales/Use Tax Exemption; if applicable, please secure this document upon acceptance of this proposal)

**OPTIONS:** Extra mobilizations or weekend work; ADD the sum of \$1,500.00; per mobilization.  
3phase 480V Generator required; ADD \$325.00/day or \$1,400.00/week.  
Moisture Mitigation System IF required due to high moisture level in concrete; ADD \$1.50-\$3.00/sf based on moisture levels.

**TERMS:** Payment within twenty (20) days of E.C.S. project completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. By accepting this offer, purchaser agrees to the terms and conditions set forth on the face and reverse side hereof.

*Mitchell Sailors*

Accepted By

Submitted By: Mitchell Sailors

[msailors@epoxyspecialists.com](mailto:msailors@epoxyspecialists.com); Cell: 816-868-4288

Date

If this proposal is not accepted within twenty (20) days from date herein, it may be withdrawn at E.C.S.'s option.

## Subject to the provisions of this Proposal

- 1.) E.C.S. shall not be held responsible for damage or delay resulting from Acts of God, riots, civil commotion or disorders, delays or default by carriers, inherent defects in premises where the work is to be done, strikes, fires, or other causes beyond E.C.S.'s reasonable control.
- 2.) No allowance is made in this proposal and no deductions will be permitted from the amount designated for specific or pro-rated charges on account of general cleaning, plaster patching, heat, light, power for machinery, and storage space in the building shall be furnished by the owner or general contractor without expense to E.C.S.
- 3.) In the event the product furnished by E.C.S. is water based, the storage space must be heated to at least forty-five (45) degrees Fahrenheit and such temperature must be maintained throughout the time of storage.
- 4.) If the products to be furnished by E.C.S. for use in the project are to be installed in cold weather, the area to which such products are to be applied (substrate or surface) must be heated to at least fifty (50) degrees Fahrenheit during installation and curing cycle.
- 5.) If a surety bond is required, the amount of the premium shall be paid to E.C.S. in addition to the amount specified for the work above.
- 6.) Authorization to commence work indicates readiness of the previous surface; E.C.S. cannot be held responsible for composition, integrity or substrate prepared by others.
- 7.) E.C.S. cannot be held responsible for inconspicuous deficiencies in substrates or prior surfaces, such as structural movement, shrinkage cracks, moisture transmission due to lacking or ineffective vapor barriers, etc.
- 8.) This proposal and any Agreement resulting therefrom as herein provided is subject to modification in price to cover increase or decrease in the costs of either labor or materials or both, including any additional costs of obtaining materials from other than normal sources of supply.
- 9.) For a period of one (1) year from the date of substantial completion of E.C.S.'s work covered hereby or from acceptance of any alleged faulty material or improper workmanship, whichever is earlier, E.C.S. agrees to replace any faulty materials furnished by E.C.S. and to repair any improper workmanship performed by E.C.S. subject to and this warranty is expressly conditioned on E.C.S.'s promptly receiving written notice from Owner of any such defects or any improper workmanship, and an opportunity to inspect the same prior to their being disturbed or otherwise moved. Instead of replacing such materials or repairing such workmanship, all of E.C.S.'s obligations under this paragraph can be satisfied at our option by our refunding the cost of such defective materials or improper workmanship if E.C.S. has been previously paid or by issuing a credit memo for such amount if E.C.S. has not been previously paid. E.C.S.'s liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall E.C.S.'s responsibility or liability exceed the amount E.C.S. is entitled to receive for performing this work.  
  
E.C.S. will issue its warranty to Owner upon completion of this contract in the same form, attached hereto and identified as a "Sample Warranty". E.C.S.'s warranty extends only to the extent and to the materials and workmanship which are expressly described in the sample warranty attached hereto. E.C.S. shall not be obligated to perform any warranty work provided for in this agreement until all sums of principle and interest payable under this contract have been paid in full.
- 10.) Attachment "A" is considered part of this proposal for work.
- 11.) It is understood that the entire Agreement between the parties is contained in this Proposal and that no verbal or other understandings shall be binding on E.C.S., and any amendment hereto shall be made in writing.
- 12.) This Proposal shall not become a Contract until accepted by both parties in writing.
- 13.) Attachment "B" is considered part of this proposal for work.

### **NOTICE TO OWNER:**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



## SECTION "A"

Achieving a Slab Which Will Support the Installation  
Of Floor Coverings and Coatings

1. Develop and understanding of the site soil conditions. Will development and landscape irrigation create a perched water table?
  2. Install a sub-slab vapor retardant, designed for the purpose.
    - A. 100% virgin material
    - B. Documented permeability; at 0.050 or less
    - C. Puncture resistant
    - D. Non-biodegradable
    - E. Installed to the standards of ASTM E-1643-98
  3. If a "blotter" course is specified use a compactable fill rather than sand\*.
    - A. Dry sand does not compact and requires wetting for stability
    - B. Place concrete directly on vapor retardant, eliminating blotter course
      - a. This is the preferred method and recommended under ACI-302 1.R
  4. Screeds should be set on legs and pads, rather than allowing stakes and pins to puncture the vapor retardant.
  5. Place concrete utilizing the lowest possible water/cement ratio.
    - A. Request mix design at .45 to .50 water/cement ratio.
    - B. Fly ash in the mix design will increase workability while reducing finished surface alkalinity.
  6. Large aggregate should be as large as possible, but no greater than 1/3 the thickness of the slab.
    - A. 4" thick slab should have aggregate up to 1"
    - B. 5" thick slab should have aggregate up to 1½"
  7. Seven day moist cure the slab, curing blankets are not being used for this purpose.
  8. After curing, allow sufficient time for drying.
  9. Adjust finish schedule when rain and other inclement weather affect the drying of site concrete.
- While the above outline cannot guarantee a "dry" slab, these steps will offer the driest and densest slab deliverable. Any additional topical moisture vapor control treatment (required to ensure floor covering installation) should be minimal.

## SECTION "B"

Request for Customer/Owner Disclosure of Known Regulated Wastes Prior to any Coatings Applications

ECS is an authorized applicator for numerous resinous floorings and special coatings. As part of our application process we must "ready" an existing floor in order to achieve a "bond" with existing surfaces. Accordingly, ECS may need to utilize self-contained vacuumed shot blast and/or diamond grind preparation methods. To ensure the health and safety of our employees, ECS requires its customers to disclose any known or potential regulated waste hazards prior to the start of any application project.

Specific to shot blasting or grinding preparation methods, dust particulates and/or spent steel shot wastes are generated. Please be aware that ECS is not licensed to remove/transport/store **regulated** (hazardous) wastes. If regulated wastes exist at a given jobsite it is the Owner/Customer responsibility to secure proper removal and disposal prior to ECS' scheduling and arrival to work.

Furthermore, it is agreed and understood that any/all materials (i.e. debris, residue, dust) which are **non-regulated** wastes, having been generated in the application process, will be containerized by ECS for disposal. However, ECS customers assume full responsibility and shall make appropriate arrangements for the proper disposal of wastes generated during a coatings application at their facility.





February 18, 2022

Becky  
Moberly Animal Control  
153 West Outer Rd.  
300 N Clark Street

Dear Becky,

ARCHWAY Industrial Coatings, Inc., would like to thank you for the opportunity to submit the attached proposal. Our technical staff has carefully chosen the flooring system that will best meet your specific needs. If the attached proposal meets with your approval, please sign and return by email, mail or by fax to:

**ARCHWAY Industrial Coatings, Inc.**  
**#92 MB Corporate Park Court**  
**St. Charles, MO 63301**  
[adam@archwaycoatings.com](mailto:adam@archwaycoatings.com)  
**(636) 946-6464 office**  
**(636) 946-6467 fax**  
**(314) 323-8986 – Adam's Cell**  
**Attn: Adam Speno**

We have a large list of satisfied customers and would be happy to provide references upon request.

If you have any questions, or if we can be of further assistance to you please do not hesitate to call.

Sincerely Yours,

John Speno/Adam Speno



February 18, 2022  
Re: Proposal #220207s2

The City of Moberly  
Animal Control/Dog Pound  
Becky  
153 W Outer Rd.  
300 N. Clark St.  
Moberly, MO

### **PROPOSAL**

**JOB SITE LOCATION:** Moberly, MO

**AREA:** Dog Kennels (approx. 1,460 sq.ft. floor; 375 ln.ft. cove; 2,872 sq.ft. walls between 4'-6' high)

**SYSTEM:** Decorative Epoxy Flake

#### **SCOPE OF WORK:**

- Abrade walls to profile surface
- Trowel spoon cove base to 375 ln.ft.
- Diamond grind floor with HEPA dust collectors
- Fill any large holes/cracks with rigid epoxy filler
- Apply 100% solids pigmented base coat to walls
- Broadcast flake to rejection
- Apply 100% solids clear intermediate to walls
- Broadcast flake to rejection
- Apply 100% solids epoxy primer to floor
- Apply 100% solids pigmented base to floor
- Broadcast flake to rejection
- Apply two 100% solids UV stable grout coats to walls
- Apply one 100% solids UV stable grout coat to floor
- Sand and tack
- Apply high solids, UV stable, chemical resistant urethane topcoat to floors and walls

#### **SCHEDULING:**

NOTE: Archway Industrial Coatings, Inc., will not schedule the projects or give a tentative schedule date for the project until we have received a purchase order and/or signed proposal.

Becky  
February 18, 2022  
Proposal #220207s2

**WARRANTY:** One Year (See TERMS AND CONDITIONS)

**TERMS AND CONDITIONS:** Attached

**PRICING:**

Archway Industrial Coatings, Inc., will furnish all labor, equipment and supplies necessary to prepare and apply the coatings. Unless specified in above quote, this price is based on bare concrete. Any additional labor to remove any other substances will be added to the price. Some vapors and fumes may enter materials or goods in your facility as with any floor coatings product. Though this is unlikely, you need to be aware of the risk and our company cannot be held responsible.

1. PRICES BASED ON REGULAR WORKING HOURS - **EVENINGS, NIGHTS, WEEKENDS AND HOLIDAYS** AVAILABLE AT A PREMIUM.
2. THIS PRICE BASED ON ONE MOVE-IN, MONDAY-FRIDAY, THEN FOLLOWING MONDAY-WEDNESDAY, EIGHT (8) DAYS TOTAL, IN ORDER, AS DESCRIBED IN THE **SCOPE OF WORK**.

**PAYMENT TERMS:** *Net 30 days*

**PRICE:** \$48,174.00

*Due to current materials market instability, proposal pricing will expire five (5) business days from proposal date. Please contact Archway to confirm pricing prior to signing proposal or sending a signed PO to us.*

*Archway needs 72 hours' notice to change the project start date, once established or extra charges will occur.*

*If Archway gets to job and customer is not ready, all lost wages and expenses will be added to the contract price.*

*All credit card payments will be charged an additional 3.75% fee.*

A signature of customer or their representative hereon acknowledges agreement to the above terms.

SIGNATURE: \_\_\_\_\_ John Speno/Adam Speno

TITLE: \_\_\_\_\_ Project Manager  
Archway Industrial Coatings, Inc.

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_



## ARCHWAY INDUSTRIAL COATINGS, INC., GENERAL TERMS AND CONDITIONS

The following terms and conditions are hereby made part of Agreement:

### 1. RESPONSIBILITIES OF ARCHWAY INDUSTRIAL COATINGS, INC.

Archway Industrial Coatings, Inc. has visually inspected the project site prior to commencement of work and agrees to the contract work based on existing nature of project site as it appears. In the event that concealed conditions are revealed which would materially change the contract, Archway Industrial Coatings, Inc., is entitled to cease work until such time as the contract sum has been adjusted equitably for such change.

The following work is not included in price of quote, unless specifically stated in section noted as Scope of Work, removal of paint, stains, existing coatings, sealers, excessive dry wall mud, filling joints and cracks, poor concrete, or concrete splash. Also, not included is any pre-filling of holes, or leveling of slabs, or needed pre-priming due to excessive oily high moisture content floors.

### 2. RESPONSIBILITIES OF CUSTOMER

- a. Customer shall have the project site swept clean and made free of all obstructions, and shall remove all food items, organic material and other products stored at or near project site to avoid contamination or spoilage.
- b. Customer shall provide Archway Industrial Coatings, Inc., at no charge, all necessary utilities required and hook up for the proper execution of contract work. Customer shall also provide a dumpster or waste receptacle in which Archway Industrial Coatings, Inc., may dispose of its waste and rubbish.
- c. Customer shall provide and maintain a minimum continuous temperature of 60°F at floor level and provide similarly suitable warm and dry area for storage of products and equipment during the course of work.
- d. Building should be kept at an ambient, controlled temperature for three (3) days prior to coating installation and ten (10) days after coating installation. According to concrete vapor emission consultant, Ralph Godfrey, the aforementioned controlled environment will greatly decrease the chance of vapor emissions from the concrete. If the environment cannot be controlled, the temperature inside the building should not be brought up or down (depending on the time of year) to ambient temperature for at least ten (10) days after coating is installed.
- e. Moisture test should be performed. Archway Industrial Coatings, Inc. is not, nor does it claim to be, experts regarding moisture, therefore, we recommend using an outside testing company.
- f. Customer shall supply permanent lighting to insure a great installation. Customer shall inspect finished floor with the same permanent lighting. If approved temporary lighting can only be supplied at the time of installation, the floor could look different under permanent lighting.

### 3. PAYMENTS

- a. Customer shall promptly remit payment for bills submitted by Archway Industrial Coatings, Inc. upon receipt of said bill. Archway Industrial Coatings, Inc. reserves the right to submit to the customer applications for payment during the course of any contract work that exceeds thirty (30) days.
- b. Warranty is void if payment not made in full.
- c. When your job is scheduled, the dates, time frames, etc. are confirmed with the superintendent or owner. Should Archway Industrial Coatings, Inc.'s crew(s) arrive to the job site, and the area is not ready, there will be a waiting charge and/or a trip charge to return to the project at Archway Industrial Coatings, Inc.'s earliest convenience. The trip charge will amount to four (4) man-hours for each man that was sent to the project.



- d. A 25% restocking fee will be charged on all returned materials for cancelled project(s) reduced in quantity for which Archway Industrial Coatings, Inc. has ordered materials.

#### 4. LIMITATION OF LIABILITY

The parties acknowledge that in the event repairs need to be performed to the contract work, Archway Industrial Coatings, Inc.'s liability shall be limited to furnishing labor and necessary materials to reinstall any defective areas. The parties further acknowledge that Archway Industrial Coatings, Inc., shall not be responsible for any consequential or incidental damages. At Archway Industrial Coatings, Inc.'s election, refund is not to exceed original cost to the owner.

#### 5. EFFECT OF DEFAULT

- a. Right to Stop Work: Archway Industrial Coatings, Inc. shall have the right to stop work if any payments due are not made as provided under this Agreement.
- b. Cost of Performance: If Archway Industrial Coatings, Inc. is entitled to stop work as outlined above, it shall have the right to bill the customer for work rendered, up to the date of stoppage, and for materials shipped to project site.
- c. Interest on Unpaid Balances: Customer agrees to pay a 1.5 percent per month penalty on the unpaid balance of any defaulted payments.
- d. Attorneys Fees: In the event any litigation or arbitration arises out of this agreement, the court shall award to Archway Industrial Coatings, Inc. reasonable costs and attorney's fees incurred by Archway Industrial Coatings, Inc. In addition, if Archway Industrial Coatings, Inc. is required to initiate legal action to collect any amounts due to owing or to foreclose on any liens filed on the work, such costs and fees, including all pre-litigation expenses, including attorney's fees, shall be awarded to Archway Industrial Coatings, Inc.

#### 6. WARRANTY

No warranty is given or implied, unless clearly stated in the attached proposal/contract. All warranties given include, and are limited to, the following conditions:

- a. Archway Industrial Coatings, Inc. will guarantee the bond of the new coating/flooring system to the concrete substrate or the existing coating/flooring for a period specified in the contract.
- b. All workmanship to be performed in accordance with the manufacture's recommendations and technical specifications.
- c. De-lamination in the form of chipping, caused by impact, nail-gouges from pallets, or any other careless or abusive treatment of the coating/floor system is not covered under this warranty.
- d. Archway Industrial Coatings, Inc. shall not be held liable for:
  - 1. Loss of bond of coating by occurrence of hydrostatic pressure, vapor pressure, capillary action, or of water, oil, or any contaminate from within, under, or adjacent to the concrete surface at point of installation or post installation. (See below for testing procedure).
  - 2. Bond failure of the product caused by deficiencies in the substrate including, but not limited to, the presence of ionic compounds or soluble salts, alkali silicate reaction, alkali aggregate reaction, shale-pop, and other expansive reactions of aggregates and reinforcements.
- e. Archway Industrial Coatings, Inc. shall not be liable for damage to floor system caused by structural movement, burning of coating/flooring (torches, molten metals, etc.), or damage to floor caused by chemical attack by materials other than specified to be in use at the time of application.
- f. Troweled flooring systems cannot be guaranteed or otherwise warranted to provide positive drainage, unless floor system was contracted to be pitched to specified drains.



- g. This warranty does not cover damage to floor caused by premature wear due to improper maintenance of flooring system.
- h. This warranty is void if cleaning procedures involve the use of hot water above the following:  
 150° F - all coatings (excluding urethane concrete)  
 230° F - urethane concrete
- i. Owner's remedies shall be limited to Archway Industrial Coatings, Inc.'s election of either refund (not to exceed original contract price) or correction of defected areas.
- j. If any repairs need to be done during the warranty period or after, customer needs to give Archway Industrial Coatings ample amount of time to perform repairs. Floor slab also needs to be dry and back to original temperature that work was originally completed. If different material is needed because of different conditions, customer will have to absorb additional cost, warranty or no warranty.
- k. Due to unknown circumstances, there is a possibility that joints which are filled may shrink or expand. This movement may cause cracking or heaving of the filler, which may mirror through to the floor coating. Any cracking and/or swelling at joint filler is not covered by warranty.

#### 7. SPECIAL NOTES

- a. If slip resistant aggregate is chosen to be broadcast into a thin film product, owner or owner's agent must be present to choose desired texture and desired amount of aggregate to be used. Archway Industrial Coatings, Inc. will not be responsible for hard to clean floors because the owner chose too much aggregate, or for floor being too slick because the owner chose too little or no aggregate. If no one is present at the time Archway Industrial Coatings, Inc. must recoat (there is short window of time to apply the topcoat before it will not bond to the surface), Archway Industrial Coatings, Inc. will use their best judgment and broadcast consistent with the majority of the floors they do. Archway Industrial Coatings, Inc. will not be held liable if this does not suit the owner's needs. Broadcasting is done by hand; Archway Industrial Coatings, Inc. will do its best to provide a uniform broadcast, however, it will not be perfect, and we will only be held to industry standards.
- b. If proposal includes repair of cracks 1/16" or bigger, Archway Industrial Coatings, Inc. cannot guarantee that the floor will not crack next to the repaired crack or elsewhere.
- c. Archway Industrial Coatings, Inc. strongly recommends using products that are essentially odor free. If a product with solvent is chosen, the area must be free from all people, except the installation crew. Archway Industrial Coatings, Inc. will accept no responsibility for damage to owner's product or people within the building, or adjacent buildings, due to fumes.
- d. Archway Industrial Coatings, Inc. will do its best to make you another satisfied customer. Floor coatings are installed by hand. We can only be held to industry standards.
- e. Time frames are approximate. Archway Industrial Coatings, Inc. cannot be held responsible for unforeseen challenges identified midway through project.
- f. Fish eyeing can sometimes be a problem in areas where heavy silicon and/or oils are used (i.e., automobile service area). Although Archway Industrial Coatings, Inc. takes every precaution (i.e., shot blasting, degreasing, acid washing and diamond grinding), we cannot be responsible if fisheyes occur. Fish eyeing is sometimes an incurable problem.
- g. All bids are quoted on a non-union basis unless otherwise specified in the proposal.
- h. Archway Industrial Coatings, Inc. makes no warranty in regard to an exact color match between existing flooring and new flooring. As with carpeting, dye lots change from one order to the next and we cannot guarantee that a new application (as in touch-ups) will match a previous application, even if they are the same product and color previously used.



- i. On the jobsite it is normal to expect some minor variance in the finished appearance from area to area, either in texture, topcoat thickness, minor pinholes from air release, airborne particles that become entrapped in the wet resin, an occasional roller mark, etc. Over time these very minor irregularities tend to be less noticeable due to normal traffic on the floor. It is not realistic to expect a custom installed seamless resin floor finish to be 100% perfect in appearance with zero blemishes.

8. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and the parties acknowledge that there are no other verbal or written agreements, understandings, or customs affecting agreement.

MOISTURE CONTENT TEST METHODS

Archway Industrial Coatings Inc. will test floor for vapor emissions and moisture before application of floor coating using the Delm Horst Moisture Meter and or polyethylene film test

(ASTM D 4263-83). These tests are done at no charge. If the customer requests Calcium Chloride testing, he may contact an outside testing firm or contract Archway Industrial Coatings Inc.

All tests regardless of the testing procedure are merely a snapshot of the moisture condition at that time.

Moberly Animal Shelter  
 Becky Bonuchi  
 153 West Outer Road  
 Moberly, MO 65270  
 (660) 833-7330  
 moberlymoanimalshelter@gmail.com

2/18/2022  
 RFQ: Polymer Coatings

Thank you for the opportunity to work with you on this project. PermaTek is a National Polymer coating Installation Company that specializes in floor and wall coatings designed specifically for Animal Care Facilities. Installation labor is provided by PermaTek's own trained and certified employees. This proposal is based on market specific proven products and installation methods and comes with a full 1 year labor warranty. I look forward to working with you on your project.

## Scope of Work

PermaFloor  
 Granite System to be installed in 24 Runs (eighteen 4' x 6', five 6' x 6.5' & one 5.5' x 6') and the Quarantine Room.  
 We will provide the following options:

- Option 1 - Add Vapor Barrier/Moisture Mitigation Primer for the 24 Runs (eighteen 4' x 6', five 6' x 6.5' & one 5.5' x 6') and the Quarantine Room. This option will only be necessary based on site testing or as directed.
- Option 2 - Add PermaWall Neat Coat System 6' high inside the 24 Runs (3' high on the back wall of the 5 large Runs) and 2" cant cove to the base of walls in the 24 Runs and the Quarantine Room.

## Installation

### Floors

PermaFloor Granite System is a high build decorative flake broadcast flooring system that provides a beautiful granite like finish that offers superior abrasion and chemical resistance. PermaTek's responsibilities include:

- Pre- jobs set up and walk through to make sure that everything is ready for production.
- Site condition testing performed and documented. Testing will include one or more of the following – Substrate moisture readings, substrate temp, ambient Temperature and ambient humidity readings.
- Surface grinders with hard diamond bits will prepare the floor surface to a profile between ICRI CSP2 and CSP3. This prep method will utilize both rotary floor and hand held grinders. All grinders are equipped with vacuum assisted dust shrouds.
- Install 2" cant style cove to the floor/wall junction. (if option is chosen)
  - PermaMortar PT700K

- Patch minor dings, minor spalls, imperfections and rigid fill saw cuts.
  - PermaCast PT200
  - PermaSil
  - PermaMortar PT700K
- Install Moisture Mitigation Primer. (if option is chosen)
  - PermaMVR PT101 @ up to 15 mils
- Install PermaFloor Granite System on floor and topcoat with 2 high build clear polymer topcoats.
  - PermaCast PT100 @ 10 mils
  - PermaTek colorant
  - PermaFleck Vinyl Flake
  - PermaClear LV PT301 @ 12 mils
  - PermaClear LV PT301 @ 8 mils

### Walls (Optional)

PermaWall Neat Coat System is a 25 mil. high build, 100% solids, three-coat wall system formulated to produce a durable, mar-resistant, chemical resistant coating that can be applied to a myriad of surfaces.

- Mask appropriately to protect surroundings.
- Prepare substrate – quote includes light sanding of substrate.
- Patch small voids and holes
  - PermaCast PT 200
  - PermaSil
- Fill pores of CMU with 2 layers of high build block filler.
  - PermaPrime PT 502 at 10 mils
  - PermaBlock Fill PT 500 at 10 mils
  - PermaTek colorant
- Apply a high build top coat.
  - PermaWall Glaze PT 501 at 6 mils
  - PermaTek colorant



## Additional Notes

- Base quote is based on up to 764 square feet of floor.
- Option #2 is based on adding up to 438 linear feet of 2" cant cove and up to 2,313 square feet of wall area.
- Quotation is based on site unseen.
- Quotation is based on PermaTek Coatings being provided with clean & bare concrete. We have estimated that floor grinding will take up one day.
- Our coatings will mimic the contours of the substrate.
- Where wall coatings are to be installed in areas that will have animals housed recommended wall substrate is CMU or cement board.
- If 2" cant cove is being installed against FRP Panels or Wall Tiles, the wall system needs to be within a 1/4" or less of the floor.
- Fiber reinforced concrete may result in additional preparation costs and will be billed on a Time and Material basis.
- Please make sure to note terms and conditions; electrical requirements and site conditions.
- Quote is based on one (1) mobilization; should additional mobilizations be required, additional costs may be incurred.
- Customer is responsible for setting drain(s) height, as well removal of tape and concrete to drain(s) and accompanying drain parts prior to our arrival.
- Material is non-returnable. Once ordered, the customer is fully responsible for payment.
- Work was not bid including Holiday pay.
- Protection of surfaces after completion of installation is not included.







## TERMS AND CONDITIONS

**1. STANDARD TERMS.** These terms and conditions (the "Standard Terms") constitute an integral part of the Order Acknowledgement by PermaTek Coatings ("PermaTek") to the addressee of the Order Acknowledgement (the "Customer"). "Products" and "Services" refer to the goods and materials, and services (if any), described in the Order Acknowledgement. "Work" means the project(s) described in the Order Acknowledgement, which may consist of furnishing both Products and Services by PermaTek. The Order Acknowledgement, including these Standard Terms and any Change Orders (as defined below), constitutes the complete Contract ("Contract") between PermaTek and the Customer concerning the sale of the Product and Services.

**2. ACCEPTANCE OF CONTRACT.** The Customer shall be deemed to have agreed to all of the terms of the Contract by: (a) signing the Contract or acknowledging its acceptance of the Contract in some other writing; (b) failing to object to the Contract as printed in writing prior to shipment or commencement of the Work by PermaTek; (c) allowing PermaTek to commence furnishing Products or Services; or (d) making any payment for the Products and/or Services furnished.

**3. PRICE.** PermaTek agrees to furnish all equipment, materials, and labor necessary for the completion of the Work described in the Order Acknowledgement for the price as stated therein. Unless otherwise provided in the Order Acknowledgement, all prices are exclusive of sales, use, VAT or similar taxes. Pricing for the Work is good for 30 days from the date issued as shown on the Order Acknowledgement.

**4. TERMS OF PAYMENT.** Payments due pursuant to the Order Acknowledgement and any amendments thereto shall be paid per payment terms stated below unless other payment terms have been approved. Minor touch ups and owner caused delays shall not excuse full payment. If full payment is not received by the date, Customer agrees to pay a monthly late charge at the rate of 1.5% per month (or the highest legal rate, whichever is less) on all overdue amounts, from the date when due until paid in full. Customer understands and agrees that in addition to any other remedies set forth herein, PermaTek may refuse to perform any further work until overdue accounts are paid in full. PermaTek does not agree to any hold back or retention of any amounts due under this Contract.

**5. CHANGE ORDERS AND ADDITIONS.** Any changes or modifications to the Work to be performed pursuant to the Order Acknowledgement requested by the Customer with respect to application processes, color or material selection, and any additions requested by the Customer shall, where feasible, be accommodated by PermaTek. Work on such modifications and/or additions shall not commence until such time as the Customer signs a written amendment incorporating such modifications and/or additions and any additional charges for such work (a "Change Order"). Upon acceptance, the Change Order shall be appended to and made a part of the Contract.

**6. SCHEDULING.** PermaTek will use reasonable efforts to schedule the Work to accommodate the Customer's needs. Should the Customer change the scheduled date of the Work after it has been accepted by PermaTek, PermaTek will reschedule the Work to another date mutually acceptable to PermaTek and Customer per conditions. PermaTek will not be responsible for any losses the Customer incurs as a result of any change in schedule. Furthermore no change in scheduling of the Work will relieve the Customer from fulfilling its obligations under this Contract. Delay clause in Site condition guideline will apply.

**7. INSURANCE.** PermaTek agrees that it shall maintain Worker's Compensation Insurance to protect itself from any liability or damage for injury (including death) to any of its employees as required by applicable law. PermaTek shall also maintain liability insurance in amounts PermaTek deems to be sufficient to protect itself against all risks of damage or injury (including death) to property or persons resulting from any action or operation in connection with the Work. Copies of certificates of insurance reflecting such insurance coverage shall be made available to the Customer upon request.

**8. UNFORESEEN CONDITIONS.** In the event that PermaTek's agents, employees or subcontractors, determine that conditions exist which were unforeseen at the time of acceptance of the Order Acknowledgement and said conditions require additional labor and/or materials not contemplated by the Order Acknowledgement, PermaTek shall inform the Customer of said unforeseen conditions and provide the Customer with a Change Order reflecting any additional costs to be charged to the Customer. Said Change Order, upon acceptance by the Customer, shall be appended to and made a part of the Order Acknowledgement. In the event that the Customer fails or refuses to sign and accept such Change Order, PermaTek may elect one of the following options: (a) proceed with the work, as outlined in the Order Acknowledgement, without any changes in the limited warranty set forth in Section 9 below or terms and conditions set forth in the Order Acknowledgement; (b) proceed with the Work as outlined in the Order Acknowledgement only upon receipt of a statement prepared by PermaTek and signed by the Customer, by which the Customer agrees to waive any claim for warranty with respect to defects which may be related to the unforeseen conditions; or (c) terminate the Work and receive payment for all Work completed through the date of termination, on a time and materials basis at the labor rates quoted for extras on the Order Acknowledgement or for the full amount due under the Order Acknowledgement, whichever amount is less.

**9. WARRANTIES.** PermaTek warrants that: (i) all Products furnished, except Third Party Items, will conform to the description in the Contract, and to PermaTek's published specifications; and (ii) the Services shall be performed in a good and workmanlike manner; and (iii) that the original adherence of all materials applied by PermaTek shall be maintained for a period of one (1) year (unless otherwise noted in the Order Acknowledgement) from date of substantial completion of the Work and that during this period there shall be no evidence of peeling or scaling (hereinafter referred to as "Defects"). Customer shall inspect the Work promptly upon substantial completion and notify PermaTek of any Defects or nonconformance. To the extent that such Defects are reported to PermaTek within one (1) year following the substantial completion of the Work, PermaTek shall take all steps, which it determines, in its sole discretion, are reasonable and necessary to repair the Defects. Except for the foregoing limited warranty of repair, PermaTek makes no other warranties. PermaTek makes no implied warranty of any kind, and hereby disclaims all implied warranties, including without limitation, any implied warranty of merchantability or fitness for any particular purpose.

**10. WARRANTY EXCLUSIONS.** (a) This warranty does not cover any Defect or failure resulting from or related to: (i) damage by others; (ii) normal wear and tear; (iii) color fading or yellowing; (iv) faulty construction, design or materials (other than the coating system itself); (v) substrate deterioration or movement; (vi) loss of bonding due to osmotic, hydrostatic or vapor pressure, capillary action or moisture from within, under or adjacent to the concrete surface; (vii) application of Products over pre-existing coatings without prior written consent from PermaTek; (viii) abrasion damage to paint film on wear surfaces; (ix) harmful chemicals, fumes or vapors; (x) vandalism, physical abuse, or lack of proper maintenance; (xi) fire, flood, earthquake, lightning strike, or other Acts of God; (xii) significant change in the use of the coated structure; (xiii) excessive contamination of the substrate; (xiv) unforeseen conditions or changes in the environment in and around the coated areas. Pinholes (blackheads) in the finished system are also excluded from warranty claims. (b) Customer shall be solely responsible for determining whether the Products and Services to be furnished by PermaTek are suitable for Customer's intended use. Any technical information requested from the Customer by PermaTek and any technical advice or information given to the Customer by PermaTek is only for informational purposes. The provision of such information by or to PermaTek does not relieve Customer from its responsibility to determine whether the Products and Services furnished are suitable for Customer's intended use.

**11. REMEDIES.** The remedies in these Standard Terms are the only remedies for any failure of the Products and Services furnished and/or the Work to conform to any warranty or for breach of any other obligation of PermaTek or for any other claim against PermaTek that may arise in connection with the Contract. Remedies are further limited in other provisions of these Standard Terms.

**12. LIMITATION OF LIABILITY.** PermaTek shall not be liable for any indirect, special, consequential, incidental, or punitive damages, regardless of whether such claim is based on breach of contract, tort (including negligence and strict liability), breach of warranty, or any other theory of law, even if such indirect, special, consequential, incidental, or punitive damages were foreseeable and/or PermaTek was informed of the potential thereof, including, but not limited to, damages attributable to loss of profits or revenues, loss of production, loss of the use, cost of substitute equipment or facilities, down time costs, increased construction costs, and claims of Customer's customers or contractors. Customer shall indemnify and hold PermaTek harmless from all claims by third parties arising out of or in connection with the Contract, the Products, Services and the Work, including, but not limited to, claims for personal injuries, property damages, economic loss, or costs of litigation unless such claims resulted solely from the gross negligence or willful misconduct of PermaTek. Customer shall reimburse PermaTek for all attorneys' fees and other costs of litigation incurred in connection with the defense of any such claim. Notwithstanding any other provision in the Contract or in any other contract between the parties, PermaTek's maximum aggregate liability for damages shall be limited to the consideration actually paid by the Customer to PermaTek under this Contract. This limitation covers all claims in any way arising out of or resulting from this Contract, regardless of whether such claim is based on breach of contract, tort (including negligence and strict liability), breach of warranty, or any other theory of law.

**13. LIMITATION OF ACTIONS.** Legal proceedings on any claim by Customer or any other party against PermaTek in any way related to the Contract must be brought within one (1) year after the date of substantial completion of PermaTek's Work. Customer waives all proceedings not brought within one (1) year after PermaTek's substantial completion of the Work and all claims and defenses that could have been asserted in such proceedings.



**14. NO DAMAGE FOR DELAY.** PermaTek shall not be liable for, and Customer covenants not to assert against PermaTek in any legal or quasi-legal proceeding, claims or demands for construction or project delays, disruptions, interference hindrances, or other losses, damages, costs or expenses of any nature whatsoever, caused by or attributed to delays in engineering, shipping, delivery or other performance required of PermaTek or caused by or attributed to missing, miss-fabricated or otherwise defective or deficient drawings, parts, materials, products and installation or any services related thereto. No written or oral representation, promise, or undertaking of PermaTek with respect to any proposed, anticipated, planned or required date shall be construed to be an undertaking by PermaTek to assume liability for losses, costs or damages of the type and kind disclaimed in the preceding sentence. If any portion of the foregoing disclaimer is determined to be subject to a common law or statutory exception, or is otherwise held to be unenforceable in whole or part, the remaining portion shall be unaffected. **UNDER NO CIRCUMSTANCES WHATSOEVER SHALL PERMA TEK BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FROM ANY DELAY OR FOR ANY DAMAGES WHATSOEVER FROM DELAYS CAUSED BY FACTORS BEYOND PERMA TEK'S REASONABLE CONTROL (AS SET FORTH IN SECTION 16).** Customer covenants not to assert any claim against PermaTek in any legal or quasi-legal proceeding that is inconsistent with this provision. Breach of this covenant shall entitle PermaTek to recover damages for the costs and expenses, including attorneys' fees, PermaTek incurs defending against such claims.

**15. DEFAULTS.** (a) **Termination.** PermaTek may delay the Work, or terminate the Contract if (i) Customer fails to make any payment promptly when due under the Contract or otherwise fails to comply with the Contract, (ii) Customer ceases to conduct its operations in the normal course of business, (iii) Customer is or becomes unable to pay its obligations as they mature, (iv) any proceeding under the Bankruptcy Code or any other insolvency law is brought by or against Customer, (v) a receiver for Customer is appointed or an application for a receiver is filed, (vi) Customer makes an assignment for the benefit of creditors, or (vii) Customer fails to provide adequate assurance of future performance within ten (10) days after demand by PermaTek (which will be a repudiation by Customer of the unperformed portion of the Contract). (b) **Assurance of Performance.** PermaTek may demand from Customer adequate assurance of future performance acceptable to PermaTek whenever PermaTek has reasonable grounds for insecurity concerning Customer's performance. Until it receives adequate assurance of future performance, PermaTek may suspend its performance under the Contract. "Reasonable grounds for insecurity" includes, without limitation, any of the circumstances described in Section 15(a). "Adequate assurances of future performance acceptable to PermaTek" will depend on the circumstances and will be determined by PermaTek, in its sole discretion.

**16. FORCE MAJEURE.** PermaTek will not be liable to Customer for any inability or delay in performing the Contract attributable to factors beyond PermaTek's reasonable control, including without limitation, site conditions and Third Party Item shortages; power and fuel shortages; unavailability of transportation, including transportation for delivery of materials and Third Party Items; fire, floods, and other acts of God; strikes, lockouts, and shut downs; equipment failures; wars, civil riots, embargoes, blockades, trade sanctions and restrictions, and other government actions; and compliance with any law. If factors beyond PermaTek's reasonable control delay PermaTek's performance, PermaTek's time for performance will be extended by the period of any delay attributable to such factors, and PermaTek will be excused from completion of the Work during such extension.

**17. GOVERNING LAW AND VENUE.** This Contract will be governed by and construed in accordance with the laws of the State of Ohio, without reference to its choice of law provisions. PermaTek and the Customer hereby consent to the jurisdiction of and venue in the federal and state courts located in Hamilton County, Ohio with respect to any litigation related to this Contract, and each of the parties hereby waives any objection to the jurisdiction and venue of such courts, including any claim of forum non conveniense.

**18. ASSIGNMENT AND BINDING EFFECT.** This Contract is made solely for the benefit of the parties hereto, their permitted successors and assigns, and no other person shall acquire or have any rights under or by virtue of this Contract. Customer may not assign all or any part of this Contract without the prior written consent of PermaTek. This Contract will be binding upon, will inure to the benefit of, and will be enforceable by the parties hereto and their respective successors and permitted assigns.

**19. ENTIRE AGREEMENT.** The Contract, consisting of the Order Acknowledgement, these Standard Terms, along with any Change Orders, exhibits and/or schedules attached hereto constitutes the entire, final, complete and exclusive statement of the understandings of the parties, and it supersedes and merges all prior proposals and understandings, whether oral or written, relating to the subject matter of this Contract. PermaTek hereby rejects any inconsistent or additional terms contained in any purchase order, order or other instrument submitted by Customer and any terms contained in such documents shall not affect the terms and conditions of this Contract.

**20. AMENDMENT.** This Contract may be modified only in writing by an authorized PermaTek representative. Customer may not rely on PermaTek's performance, course of dealing, or other conduct as a modification of this Contract.

**21. WAIVER.** No failure of PermaTek to exercise any power or right reserved to it or to insist on strict compliance by Customer with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PermaTek's right to demand exact compliance with terms hereof. Customer may not rely on any waiver or any failure to enforce any rights as a course of dealing. No waiver by PermaTek of any particular default of this Contract by Customer shall constitute a waiver of any other default or limit PermaTek's rights with respect to any other default.

**22. ATTORNEYS FEES.** In the event that PermaTek must pursue collection or enforcement of this Contract, PermaTek shall be entitled to recover all of its costs of collection or enforcement from Customer, including its reasonable costs of investigation, settlement, litigation, and collection agency and/or attorneys' fees.

**23. SEVERABILITY.** Should any provision of this Contract, or the application thereof, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract, or alternative applications thereof, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity. Further, should any provision of this Contract be held invalid or unenforceable by reason of an excessive scope, restriction or obligation, such provision shall be deemed reformed to provide for such scope, restriction or obligation to the fullest extent deemed not to be invalid or unenforceable.

**24. SURVIVAL.** All rights, obligations and provisions of this Contract that by their terms apply to time periods after the expiration or termination of this Contract shall survive the expiration or termination of this Contract, including without limitation, Sections 1, 2, 4, 5, 6, 7 and 10 through 27.

**25. AUTHORITY.** The parties hereto and the individuals executing this Contract on behalf of such parties warrant that they have the full right, power and authority to enter into this Contract and to cause the same to create a legal and binding obligation on the party on whose behalf the Contract is executed.

**26. INTERPRETATION.** Any recitations shall be considered a part of this Contract. If the sense or context of this Contract so requires, the singular shall be construed to include the plural and vice versa, and the neuter shall be construed to include the feminine or masculine or body politic or body corporate and vice versa. In this Contract "herein", "hereby", "hereunder", "hereof", "hereto" and words of similar import, refer to this Contract as a whole and not to any particular Section or part of this Contract. "May" signifies a right that a party may or may not exercise, without waiving the right. "Or" and "either...or" include the conjunction of two or more of multiple elements. "Rights" includes all rights and remedies available to PermaTek at law, in equity and under the Contract. "Terms" includes conditions. "Third Party Item" means any Product supplied by a third party. "Includes" and "Including" do not exclude an item not listed. The section and paragraph headings in this Contract are for convenience and reference only, shall not be deemed to alter or affect any provision hereof and shall not be considered in interpreting the meaning of such sections and paragraphs. All sums of money set forth in this Contract are expressed in U.S. dollars.

**27. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Contract may be executed by facsimile or other electronic transmission of signature (e.g. PDF) or by electronic signature and such execution shall have the full force and effect of an original hard copy signature.

**28. CUSTOM SAMPLES.** PermaTek Coatings will provide samples of our standard color blends at no additional cost. However, if custom samples are required additional charges could be incurred.

**29. MATERIAL PRICING.** Raw Material pricing is unpredictable. Current contract pricing is valid for 6 months from time of signing. If after 6 months, the job has not commenced and price increase is occurring from our raw material suppliers, customer will be given option to either purchase materials needed for project at current contract price & store them in climate controlled facility, or a change order will be provided with increase in material cost. Shelf life of standards materials is one (1) year.

## Pricing Page

If the Order Acknowledgement is acceptable please complete any blank spaces, initial, sign, and transmit all pages.

<b>Total Base Price: \$18,809.04*</b>	<b>Customer initials</b>
<b>Option 1: Add Moisture/Vapor Barrier for the Base Project Area-Add \$3,670.00*</b>	<b>Customer Initials</b>
<b>Option 2: Add PermaWall Neat Coat System-Add \$18,690.84*</b>	<b>Customer Initials</b>

**Total Price from above: \$** 41,169.88

\_\_\_\_\_  
**Authorized Customer Signature**

\_\_\_\_\_  
**Date**

*\*Quote does not include Applicable Sales Tax and will be calculated upon acceptance of order.*

*All checks should be mailed to Midmark Corporation, P.O. Box 292, Leesburg, OH 45135*

**Customer information and job site information.**

Name: Becky Bonuchi  
Company: Moberly Animal Shelter  
Address of Jobsite: 153 West Outer Road  
City, State, Zip Code: Moberly, MO 65270  
Approx. Start Date:

*Payment Terms: If Credit Application is Approved, 60% Deposit with Order / 40% Due Upon Completion;  
 Otherwise, 60% Deposit with Order / 40% Due One Week Prior to Installation Start Date*



## Vapor/Moisture Barrier Primer, Texture and Color Choice

- Moisture Mitigating Primer – Please initial one.

\_\_\_\_\_ Customer attests there is an effective vapor barrier under the concrete substrate and concrete will have RH reading will be below 80% at time of installation and therefore declines purchase of Vapor Moisture barrier primer. Customer understands that PermaTek will not warranty the failure of the system due to vapor transmission and or Moisture related delamination.

\_\_\_\_\_ No Vapor Barrier – Customer attests that there is no vapor barrier under the concrete. Customer understands PermaTek will not warranty the failure of the installed system due to vapor transmission.

\_\_\_\_\_ Purchase of Moisture Mitigating Primer – Customer has agreed to have topical moisture mitigating primer installed as outlined in Scope of Work, but understands the primer does not prevent all vapor drive.

\_\_\_\_\_ Customer does not know at time of signing regarding effective vapor barrier under slab and if RH in slab will be below 80%. Customer agrees to have slabs tested minimally 3 weeks prior to installation to determine if optional moisture mitigating primer should be chosen.

- Surface Texture – This shall confirm that the Customer has been offered various texture options and has chosen the following texture. Customer fully understands that the smoother the floor, the greater risk of slip and falls. Please Initial

\_\_\_\_\_ Granite Texture A – Smoothest finish available from PermaTek

\_\_\_\_\_ Granite Texture B – Mid Level “orange peel” animal care specific texture.

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ Paw Soft floor smooth

- Color Choice – Customer has chosen the following Granite System Color \_\_\_\_\_
- Color Choice – Customer has chosen the following Paw Soft Color \_\_\_\_\_

\_\_\_\_\_ Initial - Customer acknowledges that the Marble blend granite flake systems will vary from lot number to lot number and may not exactly match any samples received. There can/will be shade variations ranging from dark to light.

\_\_\_\_\_ Initial - Customer understands that the floor coatings will follow the contours of the concrete and these variances in the substrate will result in texture variations of the finished floor.

\_\_\_\_\_ Initial if applicable - Customer has instructed PermaTek not to perform a full removal of the existing coating and understands that PermaTek only warrants a bond to the existing coating and cannot warranty the bond of existing coating to the substrate.

### PermaTek Coatings Site Conditions

- New concrete to be poured and allowed to cure for a minimum of 30 days per inch of concrete. If schedule does not allow, then admixtures can be used to expedite curing or a topical moisture coating may be necessary.
- Color chosen 3 weeks prior to scheduled start date.
- Building completely sealed up and waterproofed prior to our arrival.
- HVAC completely operational and running at least two weeks prior to install date. (this will help pull moisture out of concrete substrate – especially in newly poured concrete) Heat must be non- carbon producing.
- Concrete to have RH of less than 80% or less as measured by ASTM F 2170 (relative humidity testing). If this is unachievable, then a moisture barrier primer is suggested and can be installed per customers direction.
- All permanent lights in and operational. Lighting not less than 40 ftit-candles at task height. Temporary lighting is not acceptable.
- Minimum of 12 separate single phase, 20 amp 110 Volts outlets, each on their own circuit spaced throughout entire facility. If not all 12 are available, we can supply a 60 amp 220 V load center with pig tail for customer to have licensed electrician hard wire into electrical box which will provide 5 separate outlets. Customer to provide additional 7.
- Substrate and workspaces of not less than 65°F and no greater than 75 F. Air Relative Humidity between 30% and 40%. Ideal conditions are 70 degrees F and 35% relative humidity.
- Free Dumpster services on site for use by PermaTek.
- Customer is responsible for setting drain(s) height, as well removal of tape and concrete to drain(s) and accompanying drain parts prior to our arrival.
- If cove is to be installed, all cabinets or bases to be installed prior to our arrival. .
- Door jambs in, but doors not hung. Caulking of gaps where door frames meet floor to be done prior to our arrival. Non silicone based urethane caulk is recommended. Final painting of door jambs to be done after flooring is installed.
- 10 x 20 climate controlled storage area(an area that is not being coated) inside facility for material storage and tool boxes
- Access to workspaces on weekends for continuity of product installation.
- All active work areas of PermaTek's installation will be denied to other trades and activities during entire preparation and installation phase and until product is fully cured.
- Unless otherwise noted, work to be accomplished in 1 mobilization without a break in product installation and with access to all project areas at same time.
- If 2" cant cove is being installed on Cement Board or FRP, the Cement Board or FRP must be installed within at least a ¼" inch of the floor.
- Toilet facilities in building or on site for use by PermaTek.
- Make the work environment ready for PermaTek by removing excessive dirt, debris and other hindrances and to keep any water, oil, or other contaminants from entering the work area 24 hours before our work is to be performed and 24 hours after our work is completed
- If applicable, Elevator fully operational for PermaTek use.
- Final painting of walls. – Please note that our preparation process includes diamond grinding of concrete surfaces and although our grinders are equipped with state of the art vacuums with Hepa filters, there is still dust that gets airborne and will accumulate in and on surfaces including walls, counter tops cabinets, hvac ductwork etc, etc. Additionally, the large equipment and vacuum hoses do come in contact with the walls and door jambs that can mar and/or slightly damage paint. For the above reasons, we highly recommend final painting of walls and door jambs to be done after resinous flooring installation. PermaTek Coatings will not be responsible for repainting or additional clean up beyond that in our scope.
- Scheduling Delay Clause – Customer acknowledges and understands that PermaTek will work closely with customer to accommodate scheduling requests and in an effort to do so will be allocating proper man power as well as will spend considerable time, effort and expense to adhere to the scheduled start date. PermaTek will at minimum 12 business days prior to scheduled start date confirm with customer the start date. At time of confirmation and 2 weeks prior to start date, we will then finalize plans to be onsite at scheduled date. If for whatever reason, the customer needs to reschedule for a different start date within two weeks of confirmed start date, PermaTek then has the right to charge the customer administrative fees, travel fees, airline cancellation fees, and/or \$500 per man per day for up to 14 days.

Please note, the current project quoted is based on a certain number of men, hours, days and materials. When the above conditions are not met, additional labor, material and other costs are then incurred as well as overall delays in finishing the project on time for you. Although we would prefer not to, PermaTek Coatings reserves the right to seek compensations for site condition delays. Additionally, if it is determined remobilization is needed due to site conditions not being conducive to coatings, some or all the fees outlined in delay clause may be implemented.

**Acknowledgment of PermaTek Site Condition Guidelines**      **Customer Initials** \_\_\_\_\_

**Customer Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_