



Main Office: 304 W. Chisholm Street, Alpena, MI 49707 989-354-4825

June 27, 2013 (Updated September 2016 – Attn: Christine Witulski)

Mr. Randy Shultz
Jesse Besser Museum
491 Johnson St.
Alpena, MI 49707

Randy:

Thank you for the opportunity to provide a proposal for the repair work and waterproofing that needs to be completed on the concrete patio and stairwells on the north side of the museum. Please see the following description of the work as we understand it and the associated cost.

Scope of Work – Patio & Stairwell Repair & Waterproofing-

- High pressure wash the North wall of both stairwells leading to the basement to remove loose paint.
- Grind & tuck point 100% of the north walls of both stairwells and replace one block face on the west side.
- Grind & caulk the existing cracks in the cast concrete caps on the top of the north stairwell walls at both stairs.
- Repaint north stairwell walls and concrete caps.
- Remove existing caulk, grind, sandblast, wash, and re-caulk all existing 3/8" wide slab control joints, approximately 502lf.
- Remove existing caulk, grind, sandblast, wash, and caulk all random cracking in existing patio slab.
- Supply & install cove joints at all slab/wall & slab/window frame intersections.
- Prep existing slab & basement stairs & supply and install Neogard Peda-gard waterproofing system with non-slip aggregate.

Total Cost: \$17,196 09/2016: Due to continued deterioration since we first quoted this work in 2013, additional work is required to make the repairs: \$20,000.00. If you have any questions regarding the work, please contact Bill McConnell at 517-625-5969 Thank you.

Thank you for considering Meridian Restoration. Please contact me at 517-625-5969 if you have any questions regarding this information and the work involved.

Sincerely,

Bill McConnell
Meridian Restoration

Proposal Conditions
MERIDIAN RESTORATION LLC

This PROPOSAL is accepted by the Purchaser signing it, or upon the Purchaser issuing a Purchase Order, or by any other written acceptance, and upon written approval, by a duly authorized agent of the Seller, shall constitute a contract, it being understood that it covers all agreements between the Purchaser and Seller and that no agent, representative, or officer of either has made any agreement to any condition except as set forth herein. No modification of this shall be binding unless said modification shall be in writing and signed by both parties hereto. Unless otherwise stated in this proposal, the following terms and conditions shall govern this contract.

- (1) In case that the provisions of the proposal differ from the provisions of the specifications (written by others) if applicable, this proposal shall govern. In case of dispute relative to matters not specifically provided for in plans, specifications, or contract, the latest standard code of practice specified by the manufacturer will govern.
- (2) Seller will not be responsible for any loss, damage or delay caused by strikes, fires, accidents, floods, delayed deliveries by carriers, or other cause beyond its reasonable control. Any work stopped by the Purchaser for a period of thirty (30) days or more shall be grounds for an increase in quoted prices and/or contract amount to reimburse Seller for any losses suffered during the execution. The time for completion shall be extended to cover all time lost by delay or suspension under this Paragraph.
- (3) Should Purchaser at any time prior to the completion of this contract require any change in the work covered by this contract, Purchaser shall notify the Seller immediately in writing giving all details of change. Any change to the work covered by the contract will be agreed to in writing by the Purchaser and Seller prior to any work involved in the change commences.
- (4) The Purchaser shall furnish a clear site and sufficient storage room to accommodate the storage of all materials, equipment, and supplies. The Purchaser shall also remove all obstructions, such as overhead wires, conduits, etc. and shall not allow the operation of any other trade to interfere with the Seller's operations.
- (5) In the event that the labor rates require to be paid to our field forces are increased beyond the existing time of the execution of the contract, it is mutually agreed that Meridian Restoration LLC shall be reimbursed for such increased wage rates in the following manner.

The actual amount of the increase granted above the existing scale shall be multiplied by the number of man
Hours for which the new rate is actually paid plus the increased payroll taxes and insurance, if any, shall be added.
- (6) Unless otherwise specified, field work will be performed on the basis of a 40-hour non-overtime work week, Monday through Friday inclusive.
- (7) Seller shall not be responsible for damage to the work resulting from carelessness or mistreatment on the part of anyone not in its employ, nor from damage to the work caused from the movement in the building or structure, or other causes that seller could not have reasonably foreseen.
- (8) Seller guarantees its work against defects arising from defective materials and workmanship for a period of one (1) year from date of substantial completion, unless otherwise noted in this proposal.
- (9) If, at the request or direction of Purchaser, Seller permits persons other than Seller's personnel to use Seller's equipment, such as hoisting equipment, safety planks, ladders, scaffolds, and the like, Purchaser will indemnify Seller and hold Seller harmless from any and all liability, claims, actions, demands, damages, and expenses, including reasonable attorney fees arising out of injury to persons or property in any way connected with such use of Seller's services, facilities or equipment on the site.
- (10) Purchaser warrants that the work site is free of asbestos, urea formaldehyde insulation, lead-based paint, or any other hazardous material or condition which may pose a risk to the environment or workers health and safety, and Purchaser shall hold Seller harmless from any additional expense or loss if any such hazardous material is encountered at the work site.

NOTE:--These terms and conditions are an integral part of this proposal.--This proposal is subject to your acceptance within 60 days.--**TERMS:** Net 10 days unless otherwise agreed.--Due to the high cost of carrying delinquent accounts, a 1-1/2% carrying charge will be added to all past due accounts.



Main Office: 304 W. Chisholm Street, Alpena, MI 49707 • 989-354-4825

PROPOSAL

January 18, 2012

Ms. Christine Witulski
Jesse Besser Museum
491 Johnson St.
Alpena, MI 49707

RE: Patio & Stairwell Repair & Waterproofing

Scope of Work —

- High pressure wash the North wall of both stairwells leading to the basement to remove loose paint.
- Grind & tuck point 100% of the north walls of both stairwells and replace one block face on the west side.
- Grind & caulk the existing cracks in the cast concrete caps on the top of the north stairwell walls at both stairs.
- Repaint north stairwell walls and concrete caps.
- Remove existing caulk, grind, sandblast, wash, and re-caulk all existing 3/8" wide slab control joints, approximately 502 lineal feet.
- Remove existing caulk, grind, sandblast, wash, and caulk all random cracking in existing patio slab.
- Supply & install cove joints at all slab/wall & slab/window frame intersections.
- Prep existing slab & basement stairs & supply and install Neogard Peda-gard* waterproofing system with non-slip aggregate.
- *SEE ATTACHED Additional clarifications outlined in October 5, 2016 letter

Total \$20,000.00.

If you decide to proceed with this proposal, please sign and return to 304 W. Chisholm Street, Alpena, MI 49707

This proposal is subject to your acceptance within 60 days. Terms and conditions attached.

Accepted By: 
Purchaser Signature

Printed Name: Steven A. Lippan

Date: 10/12/2016

Clarifications per October 5, 2016 letter October 12, 2016:



Main Office: 304 W. Chisholm Street, Alpena, MI 49707 989-354-4825

October 5, 2016

Mr. Matt Klimczak, Facility Manager
cc: Michael Abledinger, Christine Witulski
Jesse Besser Museum
491 Johnson St.
Alpena, MI 49707

Dear Mr. Klimczak:

With regard to the letter received by Committee Chairman Michael Abledinger about materials related to the repair work proposed for the patio area at the Museum (Updated letter September, 2016), we would like to add the following clarifications:

Meridian proposes using a Hempel Neogard, Peda-gard system on existing slab and basement. Specifically, we would apply Neogard Product 7430 in three coats, including an aggregate in one coat for anti-skid properties.

1.) Warranty: Five years on material, ten years on labor. The manufacturer offers a five-year labor and material warranty for failure due to workmanship (attached). As noted, this warranty covers normal wear and tear, but does not cover damage due to snow removal (use only plastic or rubber shovels to remove snow, and no banging, chipping, etc.). See note about sealer, item 6.

Meridian will extend this warranty for the labor to repair any problems occurring with normal wear for an additional five years (ten years total, on labor only). Additional material costs are not likely, but would be the responsibility of the Owner if needed for this additional term.

2.) Color choice is "Cement Grey." (NOTE: Neogard' s standard grey)

3.) Control joints: Meridian will install 3/8" wide slab control joints flush with the existing patio slab.

4.) Meridian will transition the Peda-gard coating onto the existing waterproof membrane just below the patio slab on the North wall.

5.) Peda-gard Recommended Maintenance: see attached literature from the manufacturer.

6.) Price includes sealing the patio wall on the West and East ends with a penetrating masonry sealer, which should be done at least every 5 years. A penetrating sealer will aid in repelling water and preventing freeze/thaw damage to the masonry and preventing water from migrating behind the Neogard material. It is the Owner's responsibility to apply sealer as needed beyond our initial application. Not sealing could affect the Neogard warranty (#1) if water gets under the coating. Meridian will be glad to inspect the condition of the sealer periodically, and quote re-application as needed.

7.) With regard to item 5 in the Proposal Conditions attached, Meridian will hold the price in light of any labor rate changes occurring during the time needed to complete the work.

8.) Change Orders: any need for changes to the work involved—arising from unforeseen circumstances, Owner request, or otherwise-- will be agreed to in writing by the Owner and Meridian prior to work involved in the change commencing.

Thank you for considering Meridian Restoration. Please contact me at 517-625-5969 if you have any questions regarding this information and the work involved.

Sincerely,

Bill McConnell
Meridian Restoration