



**Village of Lombard:**

Keith Surges  
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Lombard, IL 60148  
630-620-5988

Q#030111-VLG-CS	Resurfacing System: 15,400 s.f.	March 1 <sup>st</sup> , 2011
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**Mill Surface, Florock Resurfacing System with Urethane Top Coat**

- Step 1: Prep the surface**  
With industrial milling machine, mechanically mill the surface then with shotblast units, mechanically steel shotblast the surface and hand diamond grind all edges for a clean, smooth and bondable surface for coatings system application process.
- Step 2: Fill Joints & patch & trowel**  
Mechanically diamond grind the exposed expansion joints for a clean and bondable surface, then fill joints with polyurea joint filler and shave joints smooth and allow to fully cure. Hand trowel and patch any pits, spalls, and cracks smooth with epoxy patch kits and allow to fully cure.
- Step 3: Power Trowel Resurfacing system**  
To properly prepared and cleaned concrete surface, apply one coat of 100% solids epoxy primer system in clear and allow to tack, then apply the Florock 4750 Super Build 1/4" Resurfacing System, adding client selected pigment to the resurfacing system. Apply resurfacing system with screed box system then mechanically power trowel the resurfacing system smooth and allow to fully cure. Once resurfacing system has cured, diamond abrade the surface to ensure a uniformed surface, then apply one coat of Florock 4860 top dressing system in client selected colorant and allow to fully cure. Florock 4750 resurfacing/top dressing system will have a stippled finish once cured.  
\*\*\*This system will not change or correct the existing pitch of the floor.
- Step 4: High Traffic Urethane Top Coat**  
After application of epoxy coat, lightly abrade the top dressing system and apply one coat of High Traffic Urethane in a matte finish and allow to fully cure. Final surface profile will be stippled with a matte sheen.
- Step 5: High Traffic Line Striping (alternate)**  
Install, in client specified colorant, line striping system using High Traffic Urethane and allow to tack, then apply a second coat of High Traffic Urethane pull tape and allow coatings to fully cure.  
\*\*\*price based on 1,100 L.F. of line striping

Base price:	\$1,38,495.00 @ \$8.99 p.s.f.
Additional price for line striping:	\$3,085.00 @ \$2.80 p.l.f.

Net 15 days; FCUSA reserves the right to invoice client for all materials & supplies upon proposal acceptance. If holiday/weekend work is required a change order for increased labor rate will be issued. If bid is accepted, please sign this form and fax to Floorcare USA, Inc. It is understood that there is no agreement without a signed copy of this proposal or a signed purchase order. Project quoted to be performed in one phase, wide open space unless otherwise agreed to, bare concrete with no old coatings or foreign residue in the surface or a change order for additional prep work would be issued. Additional square footage, if any, will be billed at the per square foot rate. If Union Labor rates are required, a 10-25% price increase would apply, depending on labor classification. FCUSA to be given exclusive access to the floors for the duration of the installation process.

Name: William J. Mueller Title: Village President

Signature:  Date: April 7, 2011

(Quote subject to the attached warranty and terms & conditions)



#### **PROJECT DETAILS:**

This proposal includes all materials, freight, labor, tools, supplies, equipment, supervision, liability insurance, workers compensation insurance and is based on completing all work in it's entirety in one move-in, unless otherwise stated in the proposal; and Floorcare USA, Inc. (referred to as FCUSA) having uninterrupted work. Interruptions or interference, from any source, which cause delay in work, will result in a change order to compensate FCUSA for extra time and expenses incurred.

This bid is subject to review after 60 days or if there is a substantial change in material cost, labor rates, or size of area to be installed. This Agreement does not include; 1) Removal of tape, ink, mastic, or adhesives, paint overspray, existing sealers, coatings, or stains; 2) Removal of concrete spillage, splash or stains embedded in or on the surface; 3) Repair of cracks, joints, holes, divots, pitting or other surface defects, unless stated in the scope of work. Products delivered to the job site shall be invoiced immediately if project is delayed. Such products may be subject to a restocking fee if job is canceled. Owner/GC/Lessee shall receive and provide a secure storage area for materials as they arrive and storage should be suitable for storing flammable and/or corrosive materials. Owner/GC/Lessee shall be required to provide information regarding structural or chemical conditions not necessarily apparent during pre-examination of the project such as accelerants, curing chemicals, fibers in the concrete, silicone absorption and carbon/graphite or sulfur contamination. FCUSA shall not be responsible for additional costs incurred from such conditions.

Items that shall not be the responsibility of FCUSA which could result in additional costs include the following: 1) Roof or pipe leaks over wet coating; 2) Coating failure caused by cold temperatures or airborne dust resulting from imprudent acts of others; 3) Coating failure or staining caused by employees, forklifts or chemical spills; 4) Burning of concrete fibers, patching or crack repair unless specified in quote; 5) Fish-eye flaws due to silicone absorption present in the concrete; 6) Failure due to Moisture Vapor Pressure (MVP); 7) Any coating failure or coating performance defect due to moisture levels over 3-pounds; 8) Failure due to Alkalinity Silicate Reaction (ASR); 9) If Acid Etching is specified the concrete must be wet cured, removal of steel power troweled surface, curing compound, hard & seal, hardener, densifier, cure & seal, or any type of sealer system cannot be achieved through an acid etch.

10) Additional prep work to remove debris, stain, paint overspray, dry wall mud or any other residue or damage caused by other trades unless this removal is specified in the proposal. FCUSA will provide Material Safety Data Sheets (MSDS) prior to the start of the contract. Some coatings emit odors, which may be objectionable to others and it shall be the responsibility of the Owner/GC/Lessee to vacate the area or inform personnel of the hazardous concerns. FCUSA shall not be responsible for lost wages, lost production or lost profit or consequential damages resulting from any possible disruption of others.

#### **JOB SITE CONDITIONS AND EXCLUSIONS:**

Owner/GC/Lessee: 1) will provide a representative who shall have the authority to issue and approve changes in the project and render decisions promptly; 2) shall provide a dumpster for all non-hazardous debris related to the floor installation; 3) Will have the area free of all trades and traffic during, and 48 hours after flooring and/or coating installation. Floorcare USA, Inc. shall not be responsible for damage caused by traffic during construction. If the floor and/or coating installation is damaged for any reason due to other trades there is an additional fee to re-apply the floor and/or coatings; 4) Shall have floors broom swept prior to job & free from paint, oil, grease, and dry wall sprays caused by other contractors, unless otherwise provided for in the agreement; 5) Is responsible for moving equipment or providing dust protection. If FCUSA has to wait on the Owner/GC/Lessee to move obstructions, the Owner/GC/Lessee will pay FCUSA at a rate of \$65.00 per man hour; 6) Is responsible for security of the facility/job site; 7) Is responsible for providing lights, water, electricity, heat and 24 hour access to the project site; 8) Is responsible for on site power requirements of 220 Volt, 50 Amp, 3 Phase or 480 Volt, 50 Amp, 3-Phase no farther than 200 feet from flooring area to be treated as well as 110 Single Phase. If FCUSA is required to bring in a generator, the generator will be billed at \$450.00 per 8 hours of run time, plus diesel fuel cost; 9) Will provide protection to equipment & unprotected metal surfaces as some preparation products may cause rust on unprotected metal surfaces, while other preparation techniques may cause the emission of concrete dust into the air. While all concrete prep equipment is equipped with industrial vacuum systems, mechanical surface preparation is never dust free; 10) The building to be coated should be kept at a controlled temperature (65-85 degrees Fahrenheit) fourteen (14) days prior to installation of the coating; 11) Sprinklers surrounding the perimeter of the building must be turned off prior to installation of any floor and remain off for two (2) days after the floor has been installed.

#### **PROJECT SCHEDULE AND CANCELLATIONS:**

FCUSA requires a minimum three-week lead time to schedule a project, based on the work load at the time a scheduling request is made, no guarantee's or commitments of time frames are made until a signed contract is received and the client speaks with a representative from FCUSA concerning the dates and times available. The Owner/GC/Lessee shall be responsible for "False Starts" which are defined as any instance when FCUSA has been notified to proceed with the contract but conditions do not allow for the work to proceed. "False Starts" are chargeable at a minimum rate of four hours per worker plus travel costs. Additional costs, such as restocking, transportation costs, etc. will also be the responsibility of the Owner/GC/Lessee. Should FCUSA not finish the contracted work in specified time for reasons due to the Owner/GC, an additional trip charge will be applied for extra man-hours & travel. Time frames for installation are estimates, FCUSA cannot be held responsible for unforeseen challenges identified within the project.

Cancellation or rescheduling of the project has been scheduled by the client will result in a charge of 25% of the contract price, unless FCUSA can fill the time slot with other work. Cancellations will also incur a restocking charge if materials have been shipped to the job site or the office of FCUSA prior to cancellation.

FCUSA is not responsible for unforeseen conditions including but not limited to rain, cold temperature, strong wind, hurricane, tornado, earthquake or any unforeseen conditions which cause delays, increased labor, or increased material costs and are the responsibility of the owner, and will be charged as a change order.

#### **SUBSTRATE SPECIFICATIONS:**

The concrete must be structurally sound and dry before application of the floor coating material, meet ICRI Guidelines and have a compressive strength of at least 3500psi and at least 200psi in tension. If the concrete to be coated has a soft cap, this is considered an unforeseen condition, which cannot be identified until shot blasting or diamond grinding begins. When shot blasted or diamond grinded, concrete with a soft cap tends to have a much heavier profile. If a soft cap is identified in all or part of the slab, the customer will have the option of putting more material in this area; for an additional cost. As well, shot blasting or diamond grinding can open up "cracks" that were not visible during the pre-job survey and will require a change order to fill. This material will be charged as a change order. Failure to put this additional epoxy on the floor will leave an aesthetically displeasing surface, for which FCUSA will not be responsible. Protection of flooring: No satisfactory chemical or cleaning procedure is available to remove petroleum stains from the concrete surface, prevention is essential. All hydraulic powered equipment must be diapered to avoid staining of concrete. No trade will park on the slab. If necessary to complete their scope of work, drop clothes will be placed under vehicles at all times: No pipe cutting machine will be used on the inside slab. Steel will not be placed on the interior slab to avoid rust staining. Owner/GC/Lessee shall keep the floor dry and notify FCUSA if it has been exposed to water or moisture fifteen days (15) prior to the application date.

Concrete moisture testing may be required. Relative Humidity Testing ASTM F2170 test results must meet 75% - 80% readings (Verify with manufacturer of each product). Calcium Chloride testing ASTM F1889 readings must be below 3 pounds per 1,000sqft feet on the calcium chloride test. Although testing is critical, it is not a guarantee against future problems. This is especially true if there is no vapor barrier or the vapor barrier is not functioning properly and/or you suspect you may have concrete contamination from oils, chemical spills or excessive salts. This proposal does not include moisture testing unless otherwise agreed upon in the proposal. Testing for vapor emissions is the customer's responsibility, and is required (at the customer's sole expense) for the Limited Warranty to apply. FCUSA can provide testing at an additional fee if required. If moisture testing is completed from an outside source, the test results are to be furnished to FCUSA no less than forty-eight (48) hours prior to install date.

#### **PAYMENT TERMS:**

Net 15 days unless otherwise agreed upon and a 30% deposit required to schedule the project and the remaining due upon completion. If payment is not received within specified time frame, FCUSA reserves the right to charge 1.5% interest a month until payment in full. If there is a dispute concerning project quality, performance, color or any other irregularity with the project, the customer has the right to withhold a 5% retainer on the outstanding balance until an amicable conclusion is reached. FCUSA reserves the right to refrain addressing any concerns/issues with a project until a minimum payment of 95% of the outstanding balance has been received. In the unfortunate circumstance that a legal challenge is required to address an issue, all disputes will be settled in Waukesha County, Wisconsin or an alternate venue as designated by FCUSA. In the event FCUSA incurs any costs or expense of any nature in preparing for the prosecution of and prosecuting any claim against the Owner/GC/Lessee, whether by means of negotiations, arbitration or legal action, arising out of the Owner/GC/Lessee's refusal to pay for the work/materials provided by FCUSA, FCUSA shall be compensated for any such costs and expenses, including attorney's fees.

#### **PRIME CONTRACTOR NOTICE OF LIEN RIGHTS:**

As required by the Wisconsin construction lien law, contractor hereby notifies owner that persons/companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish or procure labor, services, materials, plans, or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.



#### **FLOORCARE USA, INC. OFFERS A (1) ONE-YEAR WARRANTY:**

This flooring system is covered by a one-year warranty against bond failure due to poor workmanship or materials. This warranty covers labor and materials only. Any and all remedies Owner may have against FCUSA for defects in workmanship are limited, as set forth in the Limited Warranty, and in no event shall FCUSA be liable to the owner for incidental or consequential damages, including, but not limited to: lost profits, business interruption expenses, and/or expenses incurred in moving and/or storing occupants, equipment, or inventory which might be affected by repair operations.

This warranty excludes adhesion failure or performance defects where the cause is: Moisture Vapor Transmission, Alkalinity Silicate Reaction (ASR), coatings failure where moisture levels are beyond 3-pounds, substrate failure or abuse. FCUSA disclaims any liability for any defect or failure including: blistering, peeling, cracking or delaminating caused in whole or in part by: hydrostatic pressure, osmotic ground water pressure, vapor drive, hydration, or any other moisture or water related failure; ground movement or settling; structural or substrate failure; Alkaline Silicate Reaction (ASR); cosmetic defects due to scraping, gouging, staining or discoloration; building alteration; improper design or construction of the substrate on which materials are applied; acts of God, such as: hurricane, tornado, earthquake, etc.; normal wear and tear, and any other cause beyond the control of FCUSA.

Moisture vapor transmission is the condition arising from the attempted permeation of moisture through the applied flooring system. The source of moisture can be from sub base or groundwater conditions below the substrate especially in the absence of a moisture barrier. It can also be present in new concrete installations that have not sufficiently cured. Whatever the source, the attempted escape of moisture through a barrier that is not moisture permeable (i.e. new flooring system) can cause significant delaminating, blistering or defects in the applied system. In cases where site tests indicate moisture (particularly in new construction) delays may be encountered while waiting for the concrete to dry sufficiently.

When you demand use of an area before the substrate is adequately dry, a written waiver of adhesion warranty will be required before any work begins. Substrate failure occurs when delaminating, spalling, or degradation of a concrete surface occurs as a result of poor workmanship or materials by the concrete contractor. Often such symptoms are evident before any finishes are applied, but certain conditions; i.e. "soft" or "powdery" or "punky" concrete may only become evident after several months of steady traffic. Delaminating caused by abuse may occur when: personnel gouge the floor with nails protruding from skids, drop heavy objects, or pour paint remover on the floor. Excessive point loading of material carts is another cause of damage where the psi load on the wheeled carts (particularly steel wheels) exceeds the design specifications of the applied system. High temperature activities such as welding are another source of abusive damage.

If a significant change in use occurs (from warehouse space to a plating line, for example), this Warranty for wear is void unless the new use is accepted in writing by FCUSA. Certain conditions that affect wear also limit the Warranty coverage: abusive damage caused by personnel while relocating materials on the floor, dragging equipment, pushing skids or using inappropriate cleaning solvents is not covered by this Warranty.

A maintenance program is essential to ensure the useful life and wear of the flooring and daily sweeping/scrubbing of loose debris, soil and dirt is a fundamental issue; since the abrasive nature of organic soils will accelerate wear. A periodic wet cleaning to remove oil spills and other residues is suggested.

Warranty coverage does not apply to any areas where the client requests that we coat an exterior area with interior materials: i.e. Home Garage coating system where the exterior lip receives the coating system application. Interior coating materials are designed specifically for interior applications and their performance cannot be predicted or guaranteed in exterior applications. Warranty coverage does apply to exterior areas if the material specified for the application is an exterior grade product.

Warranty coverage does not apply to marks or stains left due to tire plasticizer marks. Plasticizer marks, also known as ghost marks or paw prints, are permanent, blackish marks of a wheel tread impregnated onto the floor or coating. Plasticizers are chemicals used in the manufacture of rubber wheels and after the wheel sits, for even a few minutes, the plasticizer may chemically react with the floors. The plasticizer penetrates and forms a chemical bond with the floor or coating, which results in a mark that cannot be removed.

#### **METAL EDGES:**

Avoid the placement of cabinets/fixtures with sharp metal edges and avoid dragging these type of fixtures across your floors; especially if it's a glossy top coat. If the placement of fixtures with sharp metal edges is going to occur, make sure some form of protection is placed between the metal fixture and the floor; clear sheets of plexiglass are a terrific option.

#### **WHEELED CHAIRS, CARTS, TABLES and FIXTURES:**

Avoid metal or hard plastic wheels from constantly moving back and forth across your floors in the exact same spot as this may dull, damage or prematurely wear out your coated floors. If in an office type setting where a wheeled chair, cart or table will be moving back-forth constantly over the same spot in the floor, the placement of a clear plexi floor protector that can be found at any office store is recommended. Soft white, non marking rubber wheels and casters are recommended and for all wheeled chairs, tables, carts or objects that will be continuously used on the floors. For chairs and fixtures that don't have wheels, soft rubber end cap glides are recommended on the underside of all chairs, tables and fixtures.

#### **ADHESIVES:**

It is not recommended that you apply any type of adhesives to your concrete flooring system unless the installed flooring system was specifically applied for this purpose. Adhesives can damage your flooring system and the mastic/glue like residue may require a harsh or caustic chemical to remove the residue that could possible damage your floor.

#### **DECORATIVE CONCRETE DISCLAIMER:**

Decorative concrete systems are hand crafted and not pre-manufactured flooring, therefore every system installation is unique and will present its own set of installation variables. FCUSA does not guarantee the consistency, color, texture, color variations, or aggregate consistency of concrete polish, dye/stain systems. These systems may not be completely uniform throughout the surface, along edges, in corners or underneath objects. Similar to natural stone products, the final outcome of these systems are designed to and may give an assortment of colors, swirls, mottling effects, blemishes, and occasional hair line cracks; natural and desired when choosing these types of hand crafted systems. If seeking a uniform look, decorative concrete is not the right flooring choice to fit your needs. However, if you seek a unique floor that is beautiful, durable and simple to maintain, decorative concrete is the right choice for your flooring needs: Highs and lows in the slab may cause areas of greater and lesser grind that can lead to variation in aggregate exposure and finish. All concrete will have a variation in finish and aggregate exposure. Even in new construction, aggregate exposure along the edges may not be consistent with the majority of the floor. Color variations, texture variations and mottling are normal aspects of a concrete dye/stained surface and cannot be predicted or guaranteed; especially on older floors. These desirable imperfections give the floor character and are meant to showcase the eternal beauty of the floor's complexion.

The finished floor is susceptible to staining, chip-outs or scratches if a heavy or sharp object is pulled across the floor. Cracks, chips and stains that are currently in the concrete may still be noticeable upon completion of the grinding/polishing process. On most floors there will be a densifier or a stain resist product used which will help protect the floor. These products will buy time to clean a spill. If spills are not cleaned in a timely manner the densifier or stain resistant product will not prevent stains. Some acidic products may stain or "etch" the surface instantly; depending on the level of acid in a product. The best prevention to staining is cleaning all spills in a timely manner. For staining, scratches, and chip-outs there are ways to help mask the problem, but there may not be means to remove the problem. Stains may be reground and polished, but if the stain penetrates deep into the concrete, it will remain after re-polishing. Depending on the size, scratches and chip-outs may be filled but will still be noticeable after completion. Topical dyes and acid stain coloration systems create custom translucent color effects, and are not designed to, and will not hide surface discoloration, blemishes, impressions, cracks, markings or other construction variables. Variables that occur during installation are due to each unique working environment (i.e. lighting, temperature, airflow, humidity, and, existing floor condition). Decorative concrete surfaces are striking in appearance and add to the artistic features of modern sculptures, floors, walls and accessories. If patching or troweling is required, these areas will offer a different appearance than the rest of the floor as the patching material accepts stain differently than the concrete or overlay and this is a normal aspect of this type of process.

FCUSA and the manufacturer of the chosen system recommend the use of slip-resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. However, textured surfaces can still be slippery under certain conditions. Type of activity on the flooring surface, maintenance procedures and type of footwear may all be factors to consider when deciding on the degree of slip-resistance needed for a given area. FCUSA, the manufacturer or their sales agents will not be responsible for injury incurred in a slip and fall situation. It's the end users' responsibility to provide for their own safety & to determine the suitability of the coatings for their particular application.

Owner/GC/Lessee must take the necessary precautions to protect concrete surface from all construction damage after the installation of the floor and until final acceptance by the Owner. Protection should include the use of a breathable protection like EZ Cover or Ram Board and in areas that require overhead work, plywood or OSB chip board should be placed on top of the paper for additional protection. Site foreman should pay close attention to the protection during construction and repair any rips or tears. To prevent stains and spills, do not allow food or drinks into space during the duration of the project. Do not apply duct tape or any other tape/adhesives directly onto the floors. All onsite trades should be notified that the concrete floor in place is the finished floor. Follow all maintenance instructions and care procedures as it is essential that the floor be kept clean as dirt and other contaminants on a polished/decorative concrete floor will act as sandpaper and will diminish its appearance. The total system design must be considered to ensure safe, long lasting, trouble free performance. FCUSA does not take responsibility to determine and/or specify systems as stated above as the function, material compatibility, adequate physical characteristics, and maintenance, are the responsibility of the selected architect, designer and ultimately the end user/owner.