VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION For Inclusion on Board Agenda

X	Resolution or Ordinance (Blue) Recommendations of Boards, Co Other Business (Pink)	Waiver of First Requested mmissions & Committees (Green)
TO:	PRESIDENT AND BOARD OF	TRUSTEES
FROM:	David A. Hulseberg, Village Manager	
DATE:	March 30, 2011	(B of T) Date: April 7, 2011
TITLE:	Waiver of Bids PWO-1122 PW Vehicle Storage Garage Floor Contract	
SUBMITTED BY:	Keith J. Surges, Operations Superintendent	
The floor in the PW repair or replacement is the original floor.	t of the concrete surface. The gara The Public Works Department is r USA, Inc. for repair of the entire of 1 \$140,580.00.	ignificant deficiencies and is in need of ge was constructed in 1973 and the floor equesting a waiver of bids and award of a floor in the Vehicle Storage Garage in an
Review (as necessary	<i>y</i>):	
Village Attorney X _		Date
Finance Director X _		Date
Village Manager X _		Date

Legistar: 110197



To:

David A. Hulseberg, Village Manager

Through:

Carl Goldsmith, Public Works Director

From:

Keith J. Surges, Operation Superintendent

Date:

March 30, 2011

Subject:

Waiver of Bid for Repair of the PW Vehicle Storage Garage Floor

The floor in the PW Vehicle Storage Garage showing significant deficiencies and is in need of repair or replacement of the concrete surface. The garage was constructed in 1973 and the floor is the original floor. Given the condition of the floor, funding, in the amount of \$150,000 was included in the FY 2011 CIP. The primary concern is related to the trip hazards that are present as a function of the concrete deterioration.

Working with the Engineering Department the PW staff identified two strategies to correct the floor. The first option is to repair the existing floor using an epoxy surface coat over the existing concrete. As this is a specialized process, the Village solicited proposals from various vendors. Only one proposal was received, which was from Floorcare USA, Inc. which came in at \$141,580.00.

The second option was a full replacement of the concrete surface. The PW staff contacted our current concrete contractor, G & M Cement Construction and requested a quote to remove the entire concrete floor and replace the surface. The proposal from G & M was \$150,300.00.

After further discussion PW staff has determined that it would be best for public works to have the floor repaired by Floorcare USA, Inc at a cost of \$141,580.00. The decision is based upon the fact that the cost estimate is lower and that the epoxy surface coat provides a chemical resistant flooring system that could virtually last a life time with the proper clean and maintenance. In the event that the concrete surface was installed, the Village would be in the same circumstance with all of the deterioration of the concrete due to salt, calcium chloride, fuel and oil spills on the floor.

The Public Works Department is requesting a waiver of bids and award of a contract to Floorcare USA, Inc. for repair of the entire floor in the Vehicle Storage Garage in an amount not to exceed \$141,580.00.

Please place this item on the April 7, 2011, agenda for consideration by the Village Board.



Village of Lombard:

Keith Suraes 1051 Hammerschmidt Ave. Lombard, IL 60148 630-620-5988

Q#030111-VLG-CS

Resurfacing System: 15,400 s.f.

March 1st, 2011

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 aring 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 ¼" 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 stripping

Base	() (I (

\$138,495.00 @ \$8.99 p.s.f.

\$2 095 00 @ \$2 80 m I f

Additional price for line stripping:	\$3,063.00 @ \$2.00 p.i.i.		
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:	Title:		
Signature:(Quote subject to the attached warranty	Date:		
(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 inwork, 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 tage, 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.

during pre-examination of the project such as accelerants, curing chemicals, fibers in the concrete, silicone absorption and carbon/ graphite or sultur contamination. PCUSA 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) Fisheye 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/6C/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 nossible disruption of others.

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, electricine, the target of 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 further 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 surroun

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 indentified 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/6C/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 F1689 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 v

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 droumstance 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:

Extinct Contractor Notice Of Lien Rights:

As required by the Wisconsin construction lien law, contractor herby 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 poid. 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 detects 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.

which might be affected by repair operations.

This warranty excludes adhesion failure or performance defects where the cause is: Moisture Vapor Transmission, Alkalinity Siliaate 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. Whotever 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 fin

cause of damage where the psi load on 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 pow prints, are permanent, blackish marks of a wheel tread impregnated onto the floor or coating. Plasticizers are chemical sound 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 systems are hond crofted 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 underneeth objects. Similar to natural stone products, the flinal outcome of these systems are designed to and may give an assortment of colors, swifts, mottling effects, blemishes, and occasional holir line cracks; anotheral deservative when choosing and in the right flooring choice to fit your needs. However, if you seek a unique floor that is beautiful, durable and simple to maintain, descorative 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, descorative concrete is the sight choice for your flooring needs. Highs and lows in the slab may couse crease of greater and lesser grind that can lead to variation in aggregate exposure and flinish. 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, status and matting ore normal aspects of concrete dye/stained surface and cannot be predicted or guaranteed personal floors. These desirable imperfections give the floor character and are meant to showcose the eternal beauty of the floor's complexion.

The finished floor is assessable to staining, chip-posts or scarctices if a heavy or sharp object is pulled across the floor. Such assessable to concrete the floor. These spreadust will be uniticable upon completion of the grinding/polishing process. On most floors there will be a densitier or a stain resist product used which will help protect the floor. These products will be a densitier or stain resistant product win