

**Board of Directors
Monterey Regional Waste Management District**

RESOLUTION NO. 2010-05

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH KALMAN FLOOR COMPANY, INC. FOR CONCRETE RESURFACING SERVICES OF THE MRF TIPPING FLOOR WITHOUT COMPETITIVE BIDDING, FOR A TOTAL PRICE OF \$322,100

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WHEREAS, the Monterey Regional Waste Management District has a requirement to resurface the concrete floor in the Materials Recovery Facility (MRF) tipping room; and

WHEREAS, the original MRF tipping floor was installed by Kalman Floors Company, Inc., following selection through the competitive bidding process in 1996; and

WHEREAS, the existing MRF tipping floor, which is now fourteen years old, has significantly exceeded its original estimated life of eight to ten years; and

WHEREAS, one of the recognized exceptions to the general rule that competitive bidding for public entities is required for public projects is where the nature of the subject of the contract is such that competitive proposals would be unavailing or would not produce an advantage to the public, and the advertisement for the competitive bid would thus be undesirable, impractical or impossible; and

WHEREAS, information has been provided to the Board this date which indicates that by virtue of special or unique material specifications, characteristics, and service availability, durability, and cost effectiveness, a floor resurfacing provided by Kalman Floor Company, Inc. would best meet the needs of the District and the acquisition of similar floor resurfacing services through competitive bidding would not produce an advantage to the public and would, therefore, not be in the public interest and competitive bidding would thus be undesirable.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Monterey Regional Waste Management District, as follows:

1. That the Board does hereby find that because of special or unique material specifications, characteristics, durability, and cost effectiveness, a floor resurfacing provided by Kalman Floor Company, Inc. would best meet the needs of the District, and acquisition of similar floor resurfacing services through competitive bidding would not produce an advantage to the public and would, therefore, not be in the public interest.
2. That the General Manager is authorized to retain the services of Kalman Floor Company, Inc. for the installation of concrete floor topping in the MRF tipping room for a price not to exceed \$322,100, as described in the attached proposal from Kalman, dated June 10, 2010, without competitive bidding.

PASSED AND ADOPTED by the Board of Directors of the Monterey Regional Waste Management District this 18th day of June 2010, at a regular meeting, by the following votes:

AYES:

NOES:

ABSENT:

ATTEST:

Leo Laska
Chair of the Board

William M. Merry
General Manager/Secretary of the Board



Memorandum

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Reviewed by: Wmm Date: 6-11-10
General Manager

DATE: June 11, 2010
TO: General Manager
FROM: Materials Recovery Manager
SUBJECT: Acquisition of Materials Recovery Facility (MRF) Tipping Floor Concrete Resurfacing Services without Competitive Bidding

RECOMMENDATION: That the Board of Directors Adopt Resolution 2010-05 authorizing execution of an agreement with Kalman Floor Company, Inc. (Kalman) of Evergreen, CO for concrete resurfacing services of the MRF tipping floor without competitive bidding, for a total price of \$322,100. This purchase is included in the Capital Outlay – Facility Improvements portion of the FY 2009/10 budget.

BACKGROUND

The current MRF tip floor, covering a total of approximately 50,000 square feet, was installed in 1996 and had a projected life span of 8-10 years based on staff's review of other similar types of facilities and the contractor's estimate for useful life of the floor. Because of the type of refuse material, and the volume and type of traffic (such as dump trucks, end dumps, truck/trailers, roll-off and drop-box loads, loaders, excavators, etc.), the flooring in the MRF requires durable, strong (150% stronger than normal concrete), abrasion and crack resistant concrete. Kalman, in business since 1916, was selected in a competitive bid process in 1996 to install the original concrete flooring throughout the MRF because of its long history of providing durable, long lasting concrete floors, and also because their cost at the time was evaluated and judged to be the most cost effective choice. The floor has lasted 14 years, well beyond the estimated life.

The Kalman floor has many advantages over typical concrete floors because of their patented Seamless Concrete (SC) base slab that eliminates 80% of joints/seams and the Absorption Process (AP), which makes the concrete approximately 200% more wear resistant. Because of this, the floor has performed very well in meeting the specific demands and expectations of the District's MRF and has lasted far beyond the industry average. In the lower traffic areas, the AP base slab was installed and surfaced with Kalman's Monorock Monolithic Stone-Densified Finish. In the high traffic, high wear area of the MRF tipping floor, the AP base slab was installed and surfaced with Kalman's much stronger high-wear resistant AP topping.

DISCUSSION

Typically the life of the concrete floor in a MRF is an average of 5-7 years before maintenance is required, such as resurfacing or replacement. It was for this reason that the Kalman floor was selected, with an estimated life of 8-10 years. District staff, working with Kalman, has carefully monitored the progress of wear at the MRF. At no cost to the District, and with a goal of maximizing the life of the concrete floors and minimizing maintenance expenses, a Kalman representative has visited the MRF annually and performed a detailed visual inspection of the floors and has

guided MRF staff in taking concrete core floor samples in order to monitor wear. Although the concrete has lasted far beyond the industry average, in the commercial dumping area of the MRF (the high traffic/high wear area) the AP topping is now worn away in several areas and must be replaced.

As the topping/surface wears at different rates, the District has worked with Kalman to develop a phased or staged approach for the resurfacing of worn areas on an as needed basis. This was done in order to maximize floor life, keep the maintenance expenses at a minimum (its better to wear off the topping than to pay to have it ground off) and to be able to keep portions of the tipping floor operational while resurfacing work is being done in other areas. The resurfacing process involves closing the area off for approximately one (1) month while the resurfacing work is done and to allow time for the AP topping to cure properly to maximize life expectancy. The surface is first prepared for resurfacing by milling/chipping so that the new AP topping will bond properly. Once the AP topping is cured, the area will be returned to normal operation.

When the AP topping is worn away, the concrete slab material is exposed to wear. Since the slab will wear at the rate of normal concrete, as it wears away the joints begin to chip, and gauges and pot-holes begin to develop in the slab and eventually cause more extensive damage to the slab, requiring these areas to be chipped or saw-cut out and replaced, which is more labor intensive and expensive and takes longer than the resurfacing work.

Phase I (base area 17,685 square feet) of the floor resurfacing project is the commercial side of the MRF. Because of the high volume and nature of the refuse at this area of the tipping floor, it is ready to be resurfaced and needs to be done as soon as possible. This area has reached the point where chipping, gauging and pot-holing has just started.

ACQUISITION WITHOUT COMPETITIVE BIDDING

As a general rule, competitive bidding for public entities is a mandatory requirement as provided by statute, charter or ordinance. One of the recognized exceptions is where the nature of the contract is such that competitive proposals would be unavailing or would not produce an advantage to the public, and the advertisement for the competitive bid would thus be undesirable, impractical or impossible.

There currently is no other concrete floor surfacing comparable to the Kalman topping. The Kalman concrete floor topping is unique in its design and materials and best meets the needs of the District when it comes to proving a long-lasting, durable floor that can hold up to the intensive daily traffic and heavy equipment use. Staff solicited informal proposals from three firms, including Kalman, and found Kalman's prices to be the lowest per square foot, although the processes used by the three firms are each somewhat different from the next. Kalman's price includes the payment of prevailing wages, as required by Section 1770 of the California Labor Code.

Staff is recommending the acquisition of MRF tipping floor concrete resurfacing services from Kalman without competitive bidding for the following reasons:

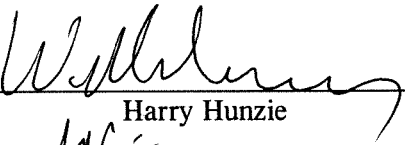
- Kalman was originally selected in a competitive process to install the original floor and their proposal is lower than the others.
- The commercial side needs to be refurbished now and doing this smaller section (17,685 square feet of the total 50,000 square feet of tip floor) would require less capital spending at this time and would shorten the disruption to MRF operations.
- Kalman states there is useful life remaining on the public sections and it would be prudent to utilize the remaining life of these sections.
- The refurbishing of other areas of the MRF floor could be incorporated into the proposed MRF expansion.
- The refurbished floor section could be a test section for future section repairs.


BUDGET

Based on the monitoring and use of the phased approach for this project, the cost of Phase I work is included in the Capital Outlay – Facility Improvements portion of the FY 2009/10 budget. The cost of Phase II will be budgeted as the wear demands, and included in future budgets. It is expected that Phase II will be included in the FY 2011/12 budget.

CONCLUSIONS

The Kalman Floor Company, Inc. provides a concrete floor topping that is unique in its design and materials and best meets the needs of the District when it comes to providing a long-lasting, durable floor that can hold up to the intensive daily traffic and heavy equipment use. Kalman Floor Company, Inc. can best meet the District's needs and it is therefore recommended that the Board of Directors approve the acquisition of MRF tipping floor concrete resurfacing services from Kalman Floor Company, Inc., without competitive bidding, as described in the accompanying Resolution 2010-05.



Harry Hunzie


Attachments

Kalman
FLOOR COMPANY
NATIONAL HEADQUARTERS
EVERGREEN, COLORADO

FROM: AARON B. COMER
1202 BERGEN PARKWAY, SUITE 110
EVERGREEN, CO 80439

PAGE 1 OF 3
TEL: (303) 674-2290
FAX: (303) 674-1238

TO: MR. HARRY HUNZIE MONTEREY MRF 14201 DEL MONTE BLVD, MARINA, CA 93933 TEL: 831-384-5313 FAX: -3587 EMAIL: HHUNZIE@MRWMD.ORG	DATE DECEMBER 8, 2009 REV 4 - 06/10/2010 OWNER MONTEREY MRF BUILDING MRF LOCATION MARINA, CA ARCHITECT NONE
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We propose to furnish labor, in accordance with local conditions and supervision required for Absorption Process® (AP®) Topping cement finish floors in the above named building. AP® Topping to be incorporated over all areas stated herein. Average slab thickness will be in accord with ACI instead of location specific values. It is understood that this proposal is based upon a floor installation suitable for regular forklift truck operation, with an overall floor flatness tolerance of F(F)NA / F(L)NA when measured in accord with ASTM E1185

REVISION 4 - BUDGET PROPOSAL

WORK TO BE DONE - SCOPE COMPLETE:

Kalman Absorption Process® Topping as Resurfacing ('Base Area' only as shown on sketch dated November 16, 2009): Milling/preparation of existing concrete and furnishing and installation of approx. 1" (nominal) thickness Kalman Absorption Process® topping as resurfacing covering an area approx. 17,685sf. Costs for protection barriers and on (1) mobilization are included in this proposal.

KALMAN AP® TOPPING AS RESURFACING:.....\$ 322,100.00

If additional mobilizations are required, additional trips will be billed at \$33,000/trip. In addition, if additional set-up and/or prep work is required, adjustments to this proposal may be required.

NOTE: (a) The above prices do not include performance and payment bond. Price furnished upon request. Bonds, if any, shall only cover the first year of any warranty and must be required not later than issuance of contract. (b) Sales tax on materials is included at 8.25%. (c) Winter service or summer cooling charges for concrete are excluded. (d) Reinforcing steel is not included. (e) This proposal may be adjusted at the time of contract award due to changes in material pricing. (f) This proposal is contingent upon Kalman Floor Company, Inc. contracting directly with the owner of the property and adherence to payment terms below. This proposal will be signed by both parties and all conditions included in the agreement. (g) To protect material pricing, a contract is required within 30-days of the date of this proposal

Price is contingent upon you furnishing these job conditions:

Schedule & Work Continuity: (a) Schedule is to be as mutually agreed between you and Kalman Floor Company. You are to give Kalman's Evergreen, Colorado office written notification to start work approximately four (4) weeks prior to the time you require Kalman to start preparatory work for floor installation. (b) The floor areas covered by this proposal shall be prepared to receive floors and turned over to Kalman in a generally level condition, plus 0" to minus 1/4 inches below underside slab elevation, compacted per specifications, and unobstructed by debris, storage, or other vendors, etc. Kalman shall be compensated for labor and materials associated with grade elevation deviations in excess of +/- 1/4" average. Non-insulated subgrades must be able to support a loaded concrete truck without pumping or rutting in order for Kalman to proceed. (c) Kalman shall be given access to sufficient area (prepared as described herein) at all times to cover 3 days set-up work ahead of the floor placement or to a minimum of 100,000 sq ft, whichever is greater, without interruption, until floor slab placement is completed. Without such access to prepared area, Kalman shall be reimbursed by you for each additional trip required beyond the one included for floor construction mobilization.

Contract: (a) This proposal is based upon receipt of a signed copy of this proposal as a contract, or an AIA 401 contract or other acceptable contract to which a signed copy of this proposal has been made a part. This proposal is valid for thirty (30) days and constitutes our entire agreement; any changes herein must be agreed upon in writing. This proposal becomes binding upon Kalman only when the approval line below is signed by an officer of Kalman Floor Company. (b) All measurements for unit price computations shall be based upon gross areas inside of exterior walls, without deductions for columns, pilasters, partitions or openings 50 square feet or less in area. Kalman will submit monthly an estimate of work completed. You are to pay 95% of this estimate within 30 days following, and final payment within 30 days after completion of our contract, or after final payment has been received by you. (c) All permits and builders risk insurance are to be provided by you. Kalman shall maintain concrete contractor's license, if required by the state or local jurisdiction, as well as Workman's Compensation, P.L., P.D., F.O.A.B., and Unemployment Insurance on its work and furnish certificates naming the Owner and you as additional insured upon request. Any hold harmless requirement is subject to the terms, conditions, exclusions and other limitations of the applicable insurance policy. (d) Kalman will accept no back charges for clean-up or any other items unless mutually agreed to in writing in advance and submitted in writing to Kalman's Evergreen, CO office within 10 working days from the date of charges. Kalman is not to be held liable for damage or delays due to weather, strikes, carriers and other causes unavoidable and beyond its control. (e) It is understood that Kalman does not have an engineering license and slab thickness and compressive strength requirements must be provided by others.

Environmental Control & Product Protection: The following are to be furnished at no cost to Kalman: (a) The building shall be turned over to Kalman in a dry and weather tight condition (either permanent or temporary). Provide public and site roads with maintenance, ramp and/or drive-in building access and minimum 14' h x 12' w doorway access (clearable below 50°F). (b) Environmental controls like heat and closeable doorways, preparatory to, and during floor slab installation, and throughout the 7 to 10 day curing period, to keep the interior temperature 50°F or above. Heaters must be indirect fired and combustion exhausted to outside of building to prevent carbonation of floor surfaces. Leave two to three wall panels off of all insulated rooms to maintain safe ventilation and provide a removable drape for heat maintenance, if necessary. (c) Unlimited one inch water supply @ 80 PSI, centrally located within each 100,000 sq ft or smaller floor area. (d) Electric lights equal to OSHA minimum requirements, and unlimited electric current for Kalman's use, with outlets and maintenance as required, including overtime. (e) Between October 15 and March 15 any winter service charges for concrete (hot water, heated aggregates, accelerators), if any, are to be reimbursed to Kalman. (f) Limit use of finished floor to foot traffic for 10 days following completion of troweling. Subsequent vehicular traffic up to 28 days ago is to be pneumatic tired, employ (dimpled or equal) tire covers and (polyethylene or equal) diapers to minimize tire tracks and oil spills. Kalman recommends any mechanical work be performed with plywood and polyethylene floor covering. Racking, if any, should be staged on 4" x 4" cribbing to minimize chipping the floor finish. Any base plates, mounted bumpers, or curbs that cross joints should be bolted on one side only or jointed to permit the slabs to move freely. Plus braces that cross joints should be attached when the floor joints are filled. (g) The timing of all floor loading is subject to the project engineer's approval.

THE ABOVE PROPOSAL ACCEPTED:

KALMAN FLOOR COMPANY, INC.

BY:

BY: 
AARON B. COMER, SALES ENGINEER

DATE:

APPROVED:

DONALD G. W. YTTTERBERG, PRESIDENT

KALMAN®, ABSORPTION PROCESS®, (AP®), VIBRATORY ABSORPTION PROCESS®, MONOROCK®, KALMAN V-JOINT®, KALMAN SEAMLESS CONCRETE®, KALMAN TENSION RING™ AND CHEMTRGROWL™ ARE TRADEMARKS OF KALMAN FLOOR COMPANY. ALL RIGHTS RESERVED.

OWNER MONTEREY MRF
LOCATION MARINA, CA

DATE DECEMBER 8, 2009 REV 4 - 08/10/2010
ARCHITECT NONE

FOR FURNISHING AND INSTALLATION OF KALMAN AP® TOPPING AS RESURFACING, CONSISTING OF THE FOLLOWING WORK INSTEAD OF AS SPECIFIED:

1. **DEMOLITION:** Milling/chipping and disposal on site of existing concrete for each area to later receive AP® topping as outlined on Page 1 of this proposal.
2. **REPAIR:** Repair of the existing slab is included in this proposal in the base area as an allowance of \$25,000. All repair work completed while on-site will be billed at the rate of \$120/hr/man plus materials, tools, equipment and incidental costs related to the repair. Items to be included, but not limited to, in this allowance:
 - A) Full-depth replacement of areas not suitable for resurfacing.
 - B) Reconstruction of construction joints requiring additional depth.
 - C) Removal/reworking of previously installed repairs by others and/or Kalman.
 - D) Increased topping thickness above the 1" nominal thickness.
3. **CONCRETE:** Furnishing and buggy placement of 1" thick (nominal) Kalman AP® topping as resurfacing at existing facility floor. Concrete mix and materials to be determined by Kalman. The Kalman AP® topping shall be job mixed or ready-mixed (determined by Kalman) to Kalman specifications. The thickness and elevation of resurfacing may vary with the as-built substrate elevation after demolition.
4. **FINISH:** Furnishing and installation of AP® topping as resurfacing with trowel operations complete for a burnished finish. The Kalman resurfacing is intended to match existing slopes but variances may occur due to uneven wear of the existing slab.
5. **AREA ADJACENT TO TIPPING TABLE:** At the angle adjacent to the floor slab to be resurfaced, drilling through angle and injection of epoxy at underside of angle to prevent voids beneath the steel.
6. **BULKHEADS / SCREEDS:** Furnishing and installation of temporary bulkheads and screeds, as required, for resurfacing operations.
7. **PROTECTION OF WORK:** Furnishing and installation of barriers including concrete k-barriers and framed, plywood walls, as needed, constructed on existing slab adjacent to Kalman work and remain in place until floor is released.
8. **CURING:** Furnishing and application of 10-day water cure. Requirements for cold weather concreting included are thermal curing blankets.
9. **JOINT FILL:** Furnishing and installation of joint fill in all construction joints.
10. **CLEAN UP:** Kalman will clean up all unused materials, dispose of trash on site and rinse lay down area prior to demobilization.
10. **RELEASE OF COMPLETED AREAS:** Operations in resurfaced areas may resume 28-days after installation unless released earlier.
11. **WARRANTY:** Kalman resurfacing warranty for three (3) years. Also, cracks and rock pockets, if any, caused by Kalman, will be gravity filled after an age of one year with clear or amber low-viscosity injection epoxy, for a period of up to three (3) years from the date of final completion and are not to be a condition for non-payment or delayed payment to Kalman. Bonds, if any, shall only cover the first year of any warranty period and must be required not later than issuance of contract. **NOTE:** Acids and food proteins and sugars will eventually degrade concrete.

THE ABOVE PROPOSAL ACCEPTED:

BY:

DATE:

KALMAN FLOOR COMPANY, INC.

BY: 
AARON B. COMER, SALES ENGINEER

APPROVED:

DONALD G. W. YTTTERBERG, PRESIDENT

OWNER MONTEREY MRF
LOCATION MARINA, CA

DATE DECEMBER 8, 2009 REV 4 - 06/10/2010
ARCHITECT NONE

IT IS UNDERSTOOD THAT THE FOLLOWING WORK WILL BE DONE BY OTHERS, AT NO COST TO KALMAN:

1. **ACCESS:** Adequate roads, with maintenance (including road cleaning) for concrete trucks, from job site entrance, with access into building to the point of Kalman's straight-edge or pump or buggy operation (determined by Kalman) based on a Monday - Friday work schedule. Kalman is to be provided with designated washout area for its concrete trucks and equipment at no cost to Kalman and Kalman shall not be charged for washout removal.
2. **DISPOSAL OF SPOILS:** On-site area for spreading of demolition spoils shall be determined by the MRF (approx. 28 cubic yards per area).
3. **LAYDOWN/MIXING AREA:** An area approx. 75' x 100' within 100' of working area, including 110v power and potable water.
4. **DUST PROTECTION:** Any required dust protection or mitigation.
5. **PROTECTION OF FLOOR:** Protection of floor from operations and other contractors.
6. **FINISH TREATMENT:** Any additional floor treatments including shot blasting, resinous coatings, etc.
7. **CLEAN UP:** Cleaning of building structure or owner equipment.
8. **CONCRETE K-BARRIERS:** Concrete barriers will become possession of the owner at the completion of all three (3) phases of work. Kalman will remove from the building and stage at an area designated by owner's representative.
9. **MISCELLANEOUS METAL:** Furnishing and setting of all miscellaneous iron items including levelators, inserts, tracks, towveyors, trench drains (metal or otherwise), grates, lids, gutters, stairs, bollards, pipe guards, door guards, sleeves, other bollard plates, etc.
10. **MISCELLANEOUS ITEMS & OTHER AREAS:** Soil poisoning, tie back slabs, sludge pit, acid neutralization pit, foundations, footings, piers, pits, trenches, walls, truck courts, stairs, roofs, grade beams, ramps, insulation, mud slabs, mezzanines, elevated floors, lower levels, any work outside building, or any work where Kalman AP[®] topping finish floors are not called for except as noted herein.
11. **TESTING:** All testing, including testing of existing slab, concrete strength, etc.
12. **JOB CONDITIONS:** Printed job conditions shown on page 1 of this proposal, including that building is to be dried-in and tight prior to floor slab installation.
13. **MERIT SHOP:** Provide Merit Shop gate for access to the job by Kalman workers and vendors, if required.
14. **SOUNDNESS OF CONCRETE:** It is assumed all areas to be resurfaced are structurally able to carry intended loads. Structural failure of existing concrete is not the responsibility of Kalman.
15. **SLAB THICKNESS DESIGN:** It is understood that slab thickness design is to be done by others than Kalman. It is also understood that Kalman does not have an engineering license and though this proposal has designated slab thicknesses in it, it is the responsibility of others than Kalman to direct Kalman to install the floor slabs to the appropriate thickness. Variations from the slab thicknesses on which this price is based may vary the price of this quotation.

- NOTES:**
- A) Damage and/or theft of any owner equipment while on site is not the responsibility of Kalman.
 - B) Kalman will not be responsible for moving any items unrelated to its work.
 - C) No slab stabilization is included in this proposal. Grout pumping or any additional work related to structurally unstable slabs will require a change to this proposal.

THE ABOVE PROPOSAL ACCEPTED:

BY:

DATE:

KALMAN FLOOR COMPANY, INC.

BY: 

AARON B. COMER, SALES ENGINEER

APPROVED:

DONALD G. W. YTTBERG, PRESIDENT