



Council Meeting: February 8, 2011

SUBJECT: Award of Contract for the Repair of the SMaRT Station Tipping Floor (F1012-57)

REPORT IN BRIEF

Approval is requested for the award of a contract not-to-exceed \$235,000 to Structural Group, Inc., Los Angeles Division to repair a portion of the SMaRT Station concrete tipping floor for the Department of Public Works Solid Waste Division. Approval is also requested for a 10% project contingency in the amount of \$23,500.

BACKGROUND

The tipping floor section of the SMaRT Station is the area where the incoming refuse trucks dump their loads to start the refuse transfer and recycling process. The tipping floor area is approximately 50,000 square feet and is constructed of a rebar base covered by a layer of conventional concrete which is covered by an additional layer of iron-reinforced epoxy concrete for extra strength. The almost continuous flow of heavy trucks and unloading equipment, as well as the extremely corrosive nature of the liquids draining from the garbage, combine to damage the concrete floor, requiring periodic replacement of damaged sections of the concrete. Approximately 5,000 square feet of the floor area is currently worn and in need of replacement.

DISCUSSION

Because the SMaRT Station facility is in nearly continuous use Monday through Friday, the entire repair project needs to be completed over a weekend. As a result, the conventional concrete construction practices of demolition and removal of the existing floor and replacement with new concrete would result in a floor not yet set and ready for heavy traffic on Monday morning. Structural Group has developed a proprietary installation process that allows them to pour an additional layer of "iron cement" over the existing flooring material. This iron particle reinforced cement will bond with the existing flooring material without the demolition and floor preparation time and cost required with conventional concrete. Additionally, Structural Group uses a proprietary topping material, DeltaTop 404, manufactured exclusively for them by the Euclid Chemical Company, which is designed specifically for transfer station tipping floors.

Sections 2.08.070(b)(3) and (4) of the Sunnyvale Municipal Code provide for exemptions to the City's standard competitive bidding process where the solicitation of bids would be impractical and if the purchase can only be made from a single source. In this case, the Structural Group uses a proprietary process/product which allows quick installation and curing while ensuring that the iron particles remain suspended in the material for maximum strength. The other products evaluated require a 7-day curing time which would disrupt normal operations at the SMaRT Station facility.

Prior contract awards approved by Council over the last ten years utilizing this method/vendor occurred in 2001 (RTC No. 01-367) and 2007 (RTC No. 07-271), for 7,900 and 2,800 square feet respectively.

FISCAL IMPACT

Total cost to the City will be as follows:

| | |
|---|-----------------|
| Repair construction (5,000 square feet @ \$47/SF) | \$235,000 |
| Project contingency (10%) | <u>\$23,500</u> |
| Total cost | \$258,500 |

Budgeted funds are available in Capital Project 811250, SMaRT Station Equipment Replacement.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached Draft Purchase Order and in the amount of \$235,500 to Structural Group Inc.; and
2. Approve a project contingency in the amount of \$23,500.

Reviewed by:

Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Marvin A. Rose, Director of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

A. Draft Purchase Order and Proposal



| | | |
|--|---|---|
| ORDERED FROM 13812 - 002 Structural Group Inc Delta Pacific Division 15552 Commerce Ln Huntington Beach CA 92649 (714) 891-9080 | ORDER DATE 01/28/2011 | BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707 |
| | DELIVERY DATE 02/28/2011 | |
| | PAYMENT TERMS N/30 | |
| | BID NO/RFQ NO | |
| DELIVER TO DPW/Recycling - SMaRT Station 301 Carl Rd Sunnyvale CA 94089 Phone: (408) 730-7279 | FOB POINT DEST | FREIGHT CHARGES Destination, freight included in price |
| | REQ. NO RQ007430 | REQUISITIONER: PGONDA |
| | CHARGE/OBJ CODE(S): 811250 5065 \$235,000.00 | |

| ITEM | DESCRIPTION | QTY | UNIT | UNIT COST | TOTAL |
|------|---|-----------|------|-----------|--------------|
| 1 | Repairs to approximately 5,000 square feet of worn sections of the Sunnyvale Materials Recovery and Transfer (SMaRT) Station tipping floor with Deltatop 404 coating in accordance with the attached proposal dated 1/12/2011. Work is to commence on a Friday night and continued until finished to avoid interruption of transfer operations. Tipping floor must be ready for use on Monday morning at 6:00 a.m. All invoices to show this order number Awarded by Council 2/8/2011, RTC # _____ Requisition # RQ007430 | 235000.00 | DLR | \$1.0000 | \$235,000.00 |

Amount does not reflect applicable taxes.

TOTAL \$235,000.00

Document Terms:

Invoices must be sent directly to Accounts Payable at the address above and must reference the purchase order number. Failure to comply will result in a delay in payment processing.



City of Sunnyvale
California

Draft Purchase Order NO

PO003517

BUYER:

Gakle, David

PHONE (408) 730-7403

FAX (408) 730-7710



Los Angeles Division
15552 Commerce Lane
Huntington Beach, CA 92649
Phone 714-891-9080
Fax 714-897-0163
www.structural.net

Structural Group, Inc.

CA License #:776932

January 12, 2011

Sunnyvale SMART Station
301 Carl Rd
Sunnyvale, Ca 94088

Re: Tipping Floor Restoration

Dear Mrs. Debi Sargent:

Thank you for giving Structural Group, Inc. (SG) the opportunity to prepare a repair proposal for the above referenced project. We propose to furnish all necessary labor, material, equipment and supervision except as noted below to perform the following items of work:

1. Deltatop 404 – Based on approx 5000 sf at an average thickness of 2 inches.

WORKING CONDITIONS:

1. Saw cut and chip to create key at all termination points of the new flooring system.
2. Chain drag to sound and remove any loose or questionable materials.
3. Scabble as required to remove any fractured aggregate.
4. Shot blast as required to remove any surface laitance and enhance bonding profile.
5. Set up screed system to specified thickness 1 ½ inch minimum.
6. Mix and install 100% solids epoxy bonding agent and scrub into base slab as required. Broadcast sand to full rejection.
7. Sweep down excess sand upon cure.
8. Mix place and finish desired floor topping system as required.
9. Install control joints as required where required.
10. Install curing compound as required.
11. Install carpet and or like material for wet cure process. Usually provided out of owners waste stream.

SUPPORT BY OTHERS (at no cost to SG) SHALL INCLUDE THE FOLLOWING:

1. Accessibility to work areas by others
2. Area to be received in clean, dry, sound condition.
3. Existing slope to prevail.
4. Price based on 1 move in.
5. Price based on prevailing signatory pay rates.
6. Area to be free of foot traffic for up to 24 hour upon completion.
7. Price based on weekend or night pay rates
8. Power to be supplied by others.
9. Dumpster and washouts to be provided by others.
10. Adequate lighting to be provided by others.
11. Parking to be provided by others.
12. Lay down area to be provided by others.
13. Water to be provided by others.
14. Vehicle access to work area is required.
15. Restroom facilities by others
16. This proposal becomes part of any future contracts or agreements.
17. Any unforeseen complications not resolved in this contract will be negotiated at the time of discovery.
18. We exclude plans, permits, fees, testing, inspections, surveys, bonds and engineering.
19. There shall be provided to us at no expense the use of an elevator if required, water, heat, lights, warm and protected dry storage and suitable electric power required for the proper execution of our work.
20. Customer to accept and store materials in a dry protected area.
21. See attachment A which is included as part of this proposal and any Contract that results from it.

SCHEDULE: To be arranged.

PRICE: All work shall be paid for in accordance with the following schedule of values:

The price to perform the work as outlined above. **\$235,000 - \$47 per sf**

PAYMENT TERMS:

1. 100% upon completion.
2. One and one-half (1.5%) interest due on unpaid balance after thirty (30) days.

GENERAL CONDITIONS: See Attachment "A"

EXPIRATION: This proposal may be withdrawn if not accepted within thirty (30) days.

Very truly yours,



Jim Andrews
Structural Group, Inc

ACCEPTANCE OF PROPOSAL:

The above Conditions, Specifications, Prices and General Conditions are hereby accepted. This proposal, once signed, acts as the only agreement between the parties. You are authorized to proceed to do this work and payment will be as stated above.

ACCEPTED BY:

Authorized Signature

Title

Date

General Terms And Conditions – Attachment “A”

Project Client: _____
Project Street: _____; City: _____ State: _____

1. Beginning Work:

Structural Group, Inc. (“Structural”) shall be allowed reasonable time for delivery of materials and labor for required performance. Client shall use its best efforts to assure work area accessible and appropriate for Structural's work.

2. Bonds & Insurance:

a) The cost of bonds is not included. If performance bonds are required, Client is responsible for all associated costs and will satisfy Structural's bonding company underwriting requirements including confirmation of funding and use of standard AIA A312 bond forms.

b) Structural will provide evidence of Insurance which will include the Client as Certificate Holder with coverage and corresponding limits as follows: Workers' Compensation - Statutory, Employer's Liability - \$1M, General Liability - \$2M aggregate, Auto Liability - \$1M and Excess Liability - \$10M. Any other insurance required will be furnished at Client's sole cost, if available.

3. Payment:

a) Payment is a material issue. Payment by Client for Structural's performance is not subject to any contingencies or conditions. If payment is not made within thirty (30) days, Structural may stop work with three (3) days written notice to client without prejudice to any other remedy it may have including the right to file a lien, claim, or notice on its behalf. No back charges or claims shall be valid unless agreed to in writing by Structural. Retainage shall not exceed 5% for the duration of the project.

b) Client can not withhold payments due to third party general liability claims if the liability for such claim(s) has been accepted by Structural's insurer.

4. Delays

a) Structural is entitled to extensions of time for weather delays and is not responsible for delays out of its control (including those caused by the Client, Owner, General Contractor, other contractors and subcontractors, Architect, Engineers, armed conflict or economic dislocation resulting from; embargoes of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God). In addition, Structural can stop work if they consider the jobsite conditions unsafe or if another Contractor working around Structural is being unsafe.

b) Structural's liability for delay damages is limited to liquidated damages in an amount mutually agreed upon by Structural and Client. In no event will Structural be liable for actual, punitive, indirect, incidental or consequential damages of any kind. Conversely, should Structural be delayed in any manner by the acts, errors, or omissions of the Client, Engineer, or by an employee of either of them, then, in addition to any applicable extension of time, Structural shall be entitled to receive from them compensation for any reasonable damages caused by the delay.

5. Warranty:

a) Structural warrants to the Client that the work described herein will be free from defects in material and workmanship [See following sentence – redundant. If within one (1) year from Substantial Completion, or as otherwise mutually agreed upon in writing between Structural and Client, Structural receives from the Client prompt written notice that the material or workmanship does not meet such warranties, Structural will cure, within a reasonable amount of time, each such defect including nonconformance with the specifications *THERE ARE NO OTHER REMEDIES, LIABILITIES (INCLUDING NEGLIGENCE) OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE MATERIAL AND/OR SERVICES.* Structural's sole responsibility and Client's exclusive remedy is limited to repair or replacement as detailed above.

6. Liability:

a) Structural shall not be liable to any party for claims of any kind related to asbestos, lead paint, EIFS or mold or any other hazardous materials.

b) Structural's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract, including but not limited to any correction of defects under the Warranty, shall not exceed the contract price. In no event shall Structural be liable for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to damages claimed for loss of use of productive facilities or equipment, lost profits, governmental fines or penalties, lost production, or non-operation or increased expense of operation.

7. Indemnification:

a) To the fullest extent permitted by law, Structural shall indemnify and hold harmless the Client, Engineer and employees of either of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of Structural, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

8. Dispute Resolution & Governing Law:

a) All claims, disputes, and other matters and questions arising out of, or relating to this Contract or any breach which cannot be resolved through negotiation, may be submitted to mediation before the American Arbitration Association. If the dispute is not resolved through mediation, the parties may elect to proceed to binding arbitration before the American Arbitration Association in accordance with the Construction Industry Arbitration Rules then in effect. The prevailing party shall be entitled to recover all costs and reasonable attorneys fees incurred (whether pre-litigation, at mediation, arbitration or trial level and in any appeals.)

The undersigned representatives of Structural and the Client have read and agreed to these Terms and Conditions that will control this project:

Structural

Client Company: _____

Name: _____

Name: _____

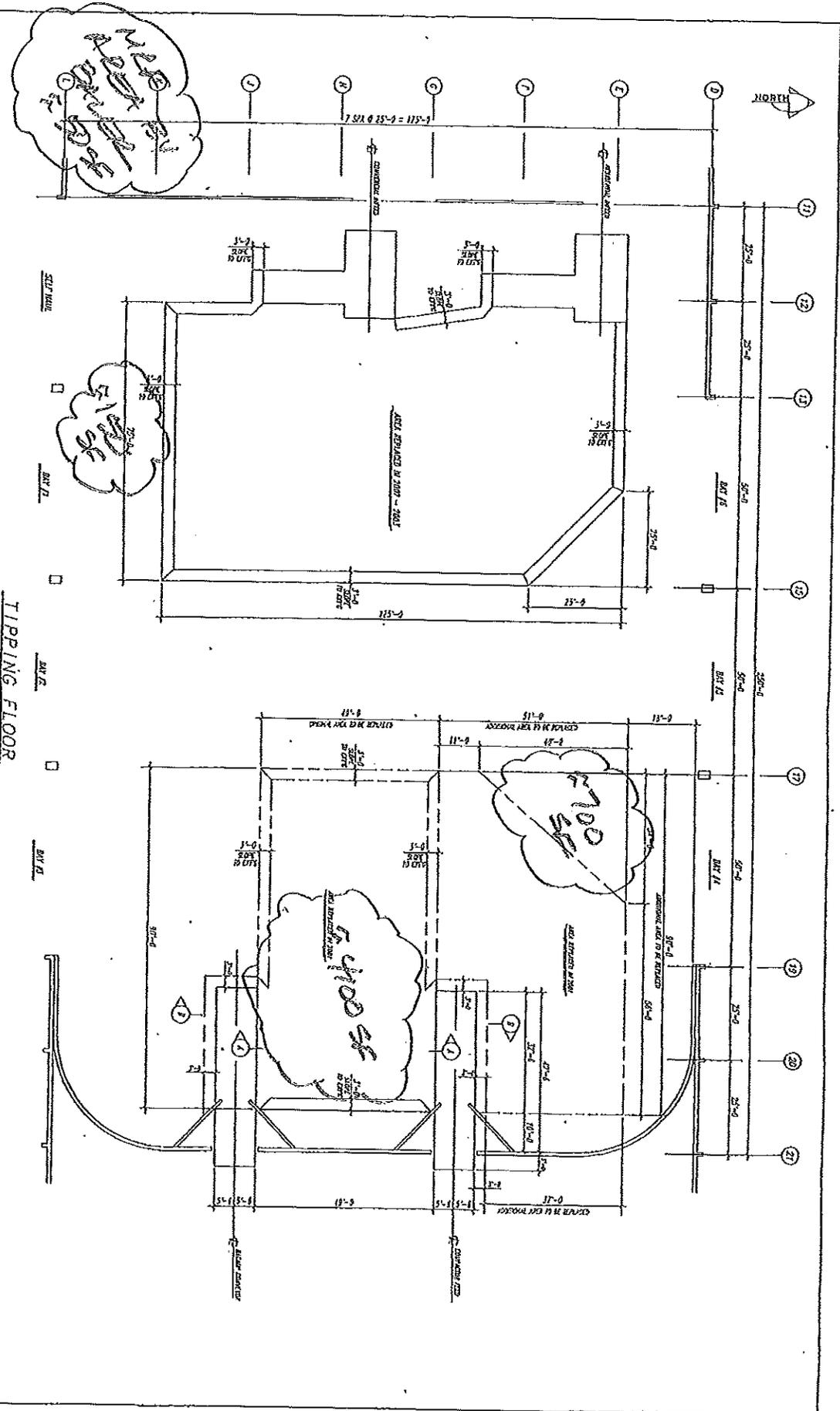
Signature: _____

Signature: _____

Date: _____

Date: _____

Smart Food Services - Peabody Hall 5,000 SF



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|---|----------|-------------------------------------|-----|---|---|
| DESIGN SERVICES 100 PROGRESS AVENUE - SUITE F SUITE 100 PROGRESS AVENUE - SUITE F SUITE 100 PROGRESS AVENUE - SUITE F SUITE 100 PROGRESS AVENUE - SUITE F | | CITY OF SUNNYVALE SMART FACILITY | | TIPPING FLOOR CONCRETE TIPPING REPLACEMENT | |
| DATE | 12/23/17 | PROJECT NO. | 158 | REVISION | 2 |
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