

CITY OF YUBA CITY  
STAFF REPORT

**Date:** February 5, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation By:** Benjamin Moody, Deputy Public Works Director – Engineering

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**Summary**

**Subject:** City Hall Carpet Replacement Contract Amendment

**Recommendation:** Authorize the City Manager to execute a contract amendment, subject to approval as to legal form by the City Attorney, with French's Floor Fashions of Yuba City, CA in the amount of \$9,626.23 for a total contract amount of \$59,626.23, with the finding that it is in the best interest of the City following approval.

**Fiscal Impact:** \$9,626.23 Account No. 1023 (City Hall Improvements)

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**Purpose:**

Approve additional funding to replace all of the worn-out carpet at City Hall.

**Background:**

The existing carpet at City Hall is old and worn. The carpet is twenty years old and its integrity has been compromised to the point that the original color has faded significantly and cleaning does not remove the stains.

New carpet has benefits beyond the aesthetic and cleaning properties. The carpet is placed in segments as "carpet tiles," which allows for repair work to be simpler and more cost efficient when future damage or stains occur. Additionally, the tiles are adhered to the floor through spot adhesive, which allows the concrete floor to breathe through the carpet to mitigate moisture issues.

Two years ago, City staff planned and coordinated the replacement of the carpet at City Hall in phases. In August 2016, staff issued a Request for Quotation for the replacement of the carpet in the Butte Room; French's Floor Fashions (French's) of Yuba City was the low bidder. The Sutter Room was evaluated at the same time, and was therefore completed next in December 2016.

At the June 19, 2018 City Council meeting, Council authorized \$50,000 for work with French's to continue replacing carpet in City facilities, specifically intended for City Hall. Staff recommended French's, since the contractor was the original low bidder, guaranteeing consistent work and materials throughout the facility at a reasonable cost. Staff coordinated a contract with French's to perform the \$50,000 of work at City Hall for the next phase of implementation.

Work includes removing the existing carpet and glue, prepping the floors, and installing the new carpet with base boards. As part of the work the contractor is required to accommodate staff schedules, work around office furnishings, work with area availability, and remove the existing glue, which has been particularly labor-intensive.

The currently approved amount leaves portions of City Hall unfinished for a future phase of work, which would need to either be bid as separate project or delayed until Fiscal Year 19/20 without additional Council authorization. The areas not covered in the current contract phase are primarily the Human Resource and Finance sections, approximately 7-10% of the carpeted area of City Hall.

**Analysis:**

Staff requested a quote from French's for the price to complete the remainder of City Hall concurrently with the ongoing phase of work. The quoted amount is an additional \$9,626.23 above the prior authorized contract amount of \$50,000. The amount includes the extended unit costs as well as additional labor costs that have been identified during the work underway. The contractor has discovered issues with the floor preparation due to the existing carpet that were not detectable prior to work, which have caused unexpected manual floor scraping, delays, and additional work due to inefficiencies associated with allowable work times.

Staff believes that this is a fair and reasonable price. Staff estimates there are future savings by doing the work with the current contract now, as compared to bidding the areas separately in the future, by eliminating additional staff time to coordinate bidding, contracting, inspecting the separate project, and avoiding higher contractor costs for mobilization and other one-time expenses.

**Fiscal Impact:**

The bid price to replace the remaining portions of worn carpet at City Hall is an additional \$9,626.23, for a total price of \$59,626.23. The additional approval amount will complete the carpet replacement project at City Hall. Capital Improvement Project Budget Account No. 1023 (City Hall Improvements) has available funds programmed to account for the additional cost.

**Alternatives:**

1. Direct staff to conduct a bid process.
2. Do not authorize the additional work.

Should an alternative be selected, a portion of the existing carpet would remain unimproved until a future date and potentially be installed by a different contractor.

**Recommendation:**

Authorize the City Manager to execute a contract amendment, subject to approval as to legal form by the City Attorney, with French's Floor Fashions of Yuba City, CA in the amount of \$9,626.23 for a total contract amount of \$59,626.23, with the finding that it is in the best interest of the City following approval.

Attachments:

1. Existing Standard Agreement

Prepared By:

*/s/ Benjamin K. Moody*

Benjamin K. Moody  
Deputy P.W. Director – Engineering

Submitted By:

*/s/ Steven C. Kroeger*

Steven C. Kroeger  
City Manager

Reviewed By:

Department Head

DL

Finance

RB

City Attorney

SLC by email

# ATTACHMENT 1



**STANDARD AGREEMENT**

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of Dec 2018 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and **French's Floor Fashions**, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

**Remove, prep floor and replace floor covering in the remaining areas of City Hall (excluding previously completed Butte Room, Sutter Room, Administration) As per the specifications outlined in Exhibit A.**

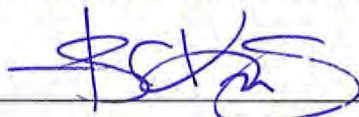
**Total contract amount not-to-exceed Fifty Thousand Dollars (\$50,000.00)**

The provisions on the reverse side hereof constitute a part of this agreement.

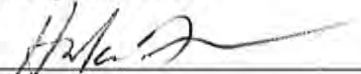
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IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A  
MUNICIPAL CORPORATION**

By:   
Title: CITY MANAGER

**CONTRACTOR**

Name: French's Floor Fashions  
Address: 734 Sutter Street  
Yuba City, CA 95991  
By:   
Title: Owner  
License No. 826432

## TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialpeople, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance 1000040546.

## EXHIBIT A

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### REQUEST FOR PROPOSAL (RFP)

City of Yuba City  
1201 Civic Center Blvd., Yuba City, CA 95993  
**Carpet Removal and Replacement,  
City Hall** (Balance of all unimproved areas)

### SPECIFICATIONS

**1.0 SITE WORK**—The work to be provided includes labor, materials, equipment, and services necessary or reasonably incidental to the construction and must meet the following requirements, as applicable:

- A. All materials must be new and approved for the intended use.
- B. In addition to guaranties required elsewhere, the Contractor must guarantee all labor and materials for one year after City accepts the work. If, within the one year, City notifies Contractor in writing that any portion of the work is defective in workmanship or materials, then Contractor must repair or replace the defective portion (along with any portion damaged or displaced by the repair or replacement) at no cost to City.
- C. Each day, or as necessary to maintain a clean and safe job site, at Contractor's expense and in accordance with law, Contractor must dispose of all construction debris at an offsite location.

**2.0 RESPONSIBILITY FOR WORK**—Contractor is responsible for all work and must ensure that all materials and equipment are suitable and properly used, applied, or installed. Contractor is responsible for any damage to the building, landscaping, or fixed assets at **1201 Civic Center Blvd., Yuba City, CA** due to the work and must repair any damage, to the original condition, at no cost to City.

**3.0 REQUIREMENTS**—Contractor must have a C-15 General Contracting License issued by the State of California.

- A. If requested, Contractor and all subcontractors must furnish evidence, acceptable to City, that they have sufficient means and experience in the class of work called for to enable them to complete this agreement in a satisfactory manner.
- B. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the City or counties in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for the project, available at the City of Yuba City, Public Works Department, 1201 Civic Center Blvd., Yuba City and available from the California

Department of Industrial Relations' internet web site at <http://www.dir.ca.gov>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

- C. Contractor must provide verification of insurance that meet the minimum requirements of the City of Yuba City, naming the City as additional insured.
- D. Contractor must promptly remove from the premises all materials rejected by City as failing to conform to this agreement, whether or not incorporated into the work. If materials are removed, Contractor must promptly replace and re-execute the work in accordance with this agreement, without expense to City, and must bear the expense of repairing or replacing all work of other contractors that is destroyed or damaged by the removal.

**4.0 SCOPE OF WORK**—Contractor must provide the following general items for this project:

- A. **General Notes:** Remove and dispose of existing carpet (reposition furniture as need), clean and prepare floor per material manufacturers requirements, install new carpet tiles (approximately 1125 yds.).
- B. **Design Criteria:**
  - Carpet – Shaw – Style Feedback, 00103 Receiver, eco solution Q - nylon, size 24" x 24"
  - Dot installation
  - Owner to select installation direction ( i.e. Monolithic, ¼ turn, ashler, brick, random)
  - If necessary, test the existing slab for moisture and PH. Moisture must not to exceed 10 lbs. PH must not exceed 9.0.
  - Floor must be clean of debris and all adhesives.
- 2. The General Contractor (herein referred to as GC) shall visit and verify existing conditions affecting the work before starting the project. GC to report all discrepancies to the Project Manager before proceeding with the Work.
- 3. NOT USED
- 4. All work shall be in compliance with current edition of the CBC, CNC, CMC, NEC, local codes and any other applicable codes.
- 5. All materials and workmanship shall be in accordance with the State of California, 1997 UBC and 1998 California Amendments.
- 6. NOT USED
- 7. Where applicable, the GC shall be responsible for the hiring of a professional



and independent inspector for all special testing and inspections not performed by City of Yuba City Building Inspectors.

8. Contractor shall submit for a building permit. Fees will be waived by the City.

**5.0 SUBMITTALS**—Contractor must provide submittals to be approved for the following items for this project:

- A. Carpet Tiles
- B. Adhesive

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City of Yuba City  
Shaw  
Feedback  
Receiver  
1124.63 yards  
Take up existing  
Floor Prep  
Base  
Walk Off Carpet ...\$ 50,000.00

Jeff French  
French's Floor Fashions

## **Exhibit B**

### **Insurance Requirements**

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
  
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  
- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  
- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
  - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
  - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
  - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
  - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.