OFFICE OF THE CITY ADMINISTRATOR

January 31, 2006

TO:

MAYOR AND COUNCIL MEMBERS

FROM:

**ADMINISTRATION** 

SUBJECT: AGREEMENT FOR THE INSTALLATION OF VINYL, CARPET TILES

AND COVE BASE FOR VARIOUS CITY DEPARTMENTS PER BID

B-861

#### **RECOMMENDATION:**

It is recommended that the Mayor and Council Members approve the agreement for the installation of vinyl, carpet tile, and cove base for various City departments with Washington Interiors in the amount of \$123,173. (Grant Fund and General Fund)

#### BACKGROUND:

The Finance and Housing Departments' floor coverings are over twenty-years old, and the Accounting Division's floor coverings are over thirty-years old. The flooring is unsightly and no longer repairable.

#### **DISCUSSION:**

Invitations to submit bids were mailed to 26 vendors. Two vendors responded as follows:

> Washington Interiors Los Angeles, CA

\$131,444

Progressive Floor Santa Ana, CA

\$131,981

Community Beautification and Economic Development

Mayor and Council Members Pg. 2 of 2 Pgs.

Approve The Agreement For The Installation Of Carpet Tile And Floor Treatment
For Various City Departments

January 31, 2006

On October 25, 2005, the Mayor and Council Members approved the use of Asset Forfeiture Funds to renovate Police Department offices. Carpeting and floor covering were among the approved renovations.

Staff has determined that an area in the Police Department (Internal Affairs and Detectives) that was to be carpeted under this bid will be completed at another time so as not to interfere with the current renovations at the Police Department. In lieu of the areas that were to be completed for the Police Department, staff is requesting that the Housing Section be included in the agreement. Including Housing will decrease the original amount by \$8,271. Staff has reviewed the proposal submitted by Washington Interiors and has determined that they meet the required specifications.

#### FISCAL IMPACT:

Funds for this expenditure are in the Council-approved Fiscal Year 2005/06

Budget under the following account codes

220-045-4564-4845	Grant Fund-Police Department-Asset Forfeiture-	\$18,000
	Contract Services	
001-020-2062-4820	General Fund-Administration-Purchasing and	\$75,173
	Stores/Custodial Services	
001-025-2522-4825	General Fund-Finance Department-Revenue	\$30,000
	Division-Contract Services	

#### LEGAL REVIEW:

The City Attorney's Office has reviewed this report.

Attachments: Bidder/Vendor Information Sheet

Agreement

Prepared By: Jeff Muir, Assistant City Administrative Officer

Ed Johnson, Purchasing and Services Manager Toya Ferguson, General Services Supervisor (\*)

#### January 31, 2006

### \_Bidder/Vendor Information Sheet

# SUBJECT: Agreement For Installation of Vinyl, Carpet Tile and Cove Base Per Bid B-861

Bid/Spec Directed to:	Indicate MBE, LBE,	Responded \$	Comments:
Name/Address	WBE	Amount	
Washington Interiors	MBE	\$131,444	Award Bid
Los Angeles, CA			(\$123,173)
Progressive Floor	MBE	\$131,981	
Santa Ana, CA			
Floor America			No Bid
Los Angeles, CA			
Concept Flooring			No Bid
American Plaza, Inc.			
Los Angeles, CA			
Accent Flooring			No Bid
Los Angeles, CA			
Westchester Carpets			No Bid
Torrance, CA			
Carpet USA	LBE		No Bid
Inglewood, CA			
Abey Yadgear	LBE		No Bid
Inglewood, CA			
Alfredo's	LBE		No Bid
Inglewood			
AAStarpro Carpet &			No Bid
Floor			,
Los Angeles, CA			
Fibercare Fabric	LBE		No Bid
Protection			
Inglewood, CA			
Floors & More, Inc			No Bid
Palos Verdes, CA			
House of Carpet	LBE		No Bid
Inglewood, CA			
J & R Carpet Wholesale	LBE		No Bid
Inglewood, CA	<b>_</b>		
Lou White	LBE		No Bid
Inglewood, CA			
Rug Doctor	LBE		No Bid
Inglewood, CA			

### January 31, 2006

# Bidder/Vendor Information Sheet SUBJECT: Agreement For Installation of Vinyl, Carpet Tile and Cove Base Per Bid B-861

Windows Wall Floors	LBE	No Bid
Windows, Wall, Floors, Etc.	LDL	NO BIG
		·
Inglewood, CA	<del>                                     </del>	
Contempo Interiors		No Bid
Los Angeles, CA		
My Magic Rug Solomon		No Bid
Los Angeles, CA		
Central Carpets		No Bid
Los Angeles, CA		İ
Rosso Karpet Korner		No Bid
La Mirada, CA		
Pioneer Carpets		No Bid
Bellflower, CA		
La Verne Carpet &		No Bid
Flooring	·	
La Verne, CA		
Zambrano Carpet		No Bid
Los Angeles, CA		
Reseda Carpet		No Bid
Reseda, CA		
Fancy Floors		No Bid
Gardena, CA		

1		AGREEMENT NO. 06
2	THIS	AGREEMENT is made and entered into this day
3	of	, 2006, by and between the CITY OF INGLEWOOD ("City"), a
4	municipal co	orporation, One Manchester Boulevard, Inglewood, California 90301; and
5	Washington	Interiors, ("Contractor") with its principal place of business at 2804 West
6	Florence Av	enue, Los Angeles, California 90043.
7		RECITALS
8	WHE	REAS, the City is desirous of obtaining the services of a contractor for carpet,
9	tile and floor	treatment in various locations within the City; and
10	WHE	REAS, Contractor holds itself out as capable and competent to provide tile,
11	flooring and	other floor treatments in accordance with the needs of the City.
12	NOW	, THEREFORE, in consideration of the premises contained herein, the parties
13	hereto mutua	ally agree as follows:
14		ARTICLE 1 - SCOPE OF WORK
15	1.	Contractor agrees to remove and replace all flooring at various City locations
16		in a good, workmanlike manner in accordance with Exhibit "A," dated
17		December 1, 2005, and City Bid Number B-861 (Exhibit "B") each
18		incorporated herein by this reference as if set forth in full. In the event of a
19		conflict, this Agreement shall prevail over Exhibit "A" and Exhibit "A' shall
20		prevail over Exhibit "B;"
21	2.	All work shall be done in a workmanlike and professional manner and in
22		accord with standard industry practices;
23	3.	Contractor specifically agrees to comply with and be bound by all applicable
24		federal, state, county and local laws;
25	4.	Contractor shall obtain, at its own expense, all necessary licenses and
26		permits, including but not limited to those required by the City of Inglewood,
27		to perform the services contemplated by this Agreement;
28		

5. All defects detected in workmanship and materials shall be corrected at the expense of Contractor and approved by the City Administrative Officer or his designee. No payment shall be made to Contractor until corrections are completed and approved;

 Contractor shall provide a written guarantee of workmanship and safety to the City Administrative Officer or his designee. No payment shall be made to Contractor without said written guarantee.

#### **ARTICLE 2 - DUTIES OF CITY**

The City hereby promises and agrees to employ and compensate the Contractor for the services rendered pursuant to this Agreement.

#### **ARTICLE 3 - COMPENSATION**

Contractor shall be paid a maximum of One Hundred and Twenty Three Thousand, Two Hundred and Ten Dollars (\$123,173.00) with payments to be made upon completion of work and in the normal course of City business.

#### **ARTICLE 4 - TERM**

The terms of this Agreement shall be for a period of One Hundred and Twenty (120) days from the Notice to Proceed.

#### **ARTICLE 5 - TERMINATION**

This Agreement shall be subject to termination by the City, with or without cause, if the City is prevented from proceeding with the Agreement by law or official action of a public authority, by the unavailability of City Funds, if the Contractor violates any material provisions of this Agreement, or if the Contractor fails to provide the services required of this Agreement in a satisfactory manner as determined by the City Administrative Officer or designee. The City shall advise the Contractor of any deficiencies and shall allow the Contractor a ten (10) day period to correct any deficiencies at Contractor's expense prior to cancellation of this Agreement and shall advise Contractor of notice of termination by a method of notification specified in Article 6 of this Agreement.

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In the event of such termination, the City shall pay the Contractor an amount which equitably reflects the proportion of work completed by the Contractor, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 3 of this Agreement.

#### **ARTICLE 6 - NOTICES**

Any notice given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted and deposited in the United States mail addressed to the respected parties as follows:

CITY

Yvonne Horton City Clerk

City of Inglewood

One Manchester Boulevard Inglewood, CA 90301

WITH COPY TO

City Administrative Officer One Manchester Boulevard Inglewood, CA 90301

CONTRACTOR

George W. Dotson Owner Washington Interiors

2804 West Florence Avenue

Los Angeles, CA 90043

#### ARTICLE 7 - INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by City as a material breach of contract.

### Minimum Scope of Coverage

Coverage shall be at least as broad as indicated below:

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- Insurance Service Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
- Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

#### Minimum Limits of Insurance

Contractor shall maintain these policies and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

- 1. General Liability (including operations, products and completed operations):
  \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury or property damage.
- 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Inglewood City Attorney's office. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respects to the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Inglewood City Attorney's Office guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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#### Other Insurance Provisions

The general liability policy and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

- The City of Inglewood, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General insurance, liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.
- 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been given to the City by certified mail, return receipt requested.
- 4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Inglewood City Attorney's Office before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### **ARTICLE 8 - INDEMNIFICATION**

Contractor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by contractor under this Article shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder.

The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

#### **ARTICLE 9 - RELATIONSHIP OF PARTIES**

No Agency relationship between the City and Contractor is intended or created by this Agreement. Contractor is not authorized and shall not at any time or in any manner represent that it is an agent, servant or employee of the City, it being expressly understood that Contractor is and at all times shall remain a wholly independent contractor.

#### **ARTICLE 10 - EQUAL EMPLOYMENT**

Contractor agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

#### ARTICLE 11 - CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and duly executed by the parties or their authorized representative.

#### **ARTICLE 12 - SEVERABILITY**

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

#### **ARTICLE 13 - WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver

of any other provision, not a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

#### ARTICLE 14 - ATTORNEYS FEES, COSTS AND EXPENSES

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

#### **ARTICLE 15 - ENTIRE AGREEMENT**

This Agreement, including Exhibits "A" and "B," is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the parties or their authorized representatives.

#### ARTICLE 16 - GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

#### ARTICLE 17 - MISCELLANEOUS

The parties waive any benefits from the principles of *contra proferentum* and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall

be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

GEORGE W. DOTSON OWNER	ROOSEVELT F. DORN MAYOR
	ATTEST:
	YVONNE HORTON CITY CLERK
	APPROVED AS TO FORM:
	ANITA C. WILLIS
	CITY ATTORNEY

#### RE-BID PROPOSAL AND STATEMENT PAGE BID NUMBER B -861

To the Mayor and City Council City of Inglewood Inglewood, CA 90301

THE UNDERSIGNED PROPOSES AND AGREES TO FURNISH IN ACCORDANCE WITH SPECIFICATIONS: PURCHASE AND DELIVERY OF VICTORIAN MARBLE TILE, CARPET TILE AND COVE BASE.

TILE PRICE PER SQ. foot: 4.07	X	4058 SQ. feet \$ 16,516.06
CARPET PER SQ. Yard: \$ 55.85	X 1825 S (365 B)	Q yards \$ 101,926.25 DXES)
COVE BASE Contractors are responsib	le for me	asuring cove base:
Price Per lineal feet \$ 1.21	_Total	\$ 3,610.64
SALES TAX (8.25%):	\$	6,380.00
SHIPPING CHARGE	\$	3,011.25
GRAND TOTAL: \$	0 .	· · ·

\$ ONE HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED FORTY FOUR & 20/00
(GRAND TOTAL IN WORDS)

JASHINGTON INTERIORS

\$131,444,20

## WASHINGTON INTERIORS

Fax: (323) 752-0343

Carpet, Linoleum & Drapery

2804 W. Florence Avenue Los Angeles, CA 90043

(323) 752-8825

October 25, 2005

City of Inglewood One Manchester Blvd. Inglewood, Ca. 90301

Attn: Toya Ferguson

Re: Bid #B-861 due October 26, 2005

Contract Services for Purchasing and Installation

of Vinyl and Carpet Tiles and Cove Base

Gentlemen:

Our company guarantees workmanship for two (2)

years from installation date.

Sincerely,

George W. Dotson

# THE UNDERSIGNED AGREES TO DELIVER. F.O.B. INGLEWOOD, CALIFORNIA ALL TERMS WITHIN FIFTEEN (15) CALENDAR DAYS OF NOTICE OF AWARD.

The undersigned understands that the City of Inglewood reserves the right to accept or reject any or all quotations submitted; to re-advertise at its discretion.

WASHINGTON INTERIORS

Company's Legal Name 2804 W. Florence Av	enue	
Street Address of Company Los Angeles, Ca.	90043	(323) 752-8825
City State	Zip code	Phone number
Authorized Signature George W. Dotson	Title Owner	Date 10/25/05
Type or Print Above Name 95-2568999		
Tax Identification Number		

The original copy of the quote must be signed in writing, sealed and submitted in the envelope furnished.

#### DECLARATION FOR THE BIDDER

#### BID NUMBER B-861

I declare that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

WASH	INGTON INTERIORS
	that all information submitted and contained herein is true and correct to the nowledge and belief.
BY:	Signature: Slerge Works
	Printed Name: George W. Dotson
	Position/Title:Owner
	Date of Execution: 10/25/05

#### **BID NUMBER**

#### B-861

#### **Extension Of Contract To Other Public Agencies**

The prices, terms and conditions of this quote may be extended to other governmental agencies at the mutual agreement of both the city and the bidding contractor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with successful bidder. The City of Inglewood does not warrant any additional use of the contract by such agencies. The bidder's response as requested below will no way affect the City of Inglewood's consideration of this quote.

Please indicate if this quote will be extended to other public agencies	, and	the	length	0
time it will remain in effect from the opening date of this quote.				

Yes	X	No	Length of time	30 Days	Davs/Months

#### NON-COLLUSION DECLARATION

The undersigned hereby declares and says:

any collusion, or otherwise taken any action in restraint of free competitive bidding connection with the contract described below.
(Full description of contract):
Bid B-861 Due Ocotber 26, 2005
Contract Services for Purchasing and Installation
of Vinyle and Carpet Tiles and Cove Base.
I declare under penalty that the foregoing is true and correct to the best of my knowledge.
Executed at, California on
October 25 200 5

Signature of Bidder

#### Form W-9

(Rev. March 1994)

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Department of the Treasury

of the person of entity whose not you enter in Part 1 b OTSON DBA tructions on page 2.)	below. See Instr. on page 2 if your name has chang
tructions on page 2.)	
LNTERIORS	
vidual/Sole proprietor   Corporation	Partnership ☐ Other ▶
	Requestor's name and address (optional)
90043	
imber (TIN)	List account number(s) here (optional)
1	
	For Payees Exempt From Backu Withholding (See Part !!
10/A = 7/2 / X 7/9	Instructions on page 2)
70 40 0111	· ·
!	ividual/Sole proprietor  Corporation  is no.;  ORENCE AVE  90043  Imber (TIN)  Social security number a OR

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions. -- You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding becuase of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign		· L	/	1/1/ 3	*		10	1.25	105	
Here	Signature	>/1/	carel	11/	N200	Date >	10	120	100	
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Fax: (323) 752-0343

Carpet. Linoleum Er Drapern

2804 W. Florence Avenue Los Angeles, CA 90043

(323) 752-8825

November 18, 2005

City of Inglewood One Manchester Blvd. Inglewood, California 90301

Attn: Toya Ferguson

Re: Bid B-861

Contract Services for Purchasing and Installation

of Vinyl and Carpet Tiles and Cove Base

This letter is to confirm the amendment of the above

bid from \$131,444.20 to \$123,172.73 as follows:

Vinyl and Carpet Tiles and Cove Base

\$114,948.81

Shipping Charges

2,810.35

Taxes

5,413.57

Grand Total

\$123,172.73

Sincerely,

George W. Dotson

Fax: (323) 752-0343

Carper Lindeum Er Drapery

2804 W: Florence Avenue Los Angeles, CA 90043

(323) 752-8825

November 14, 2005

City of Inglewood One Manchester Blvd. Inglewood, California 90301

Attn: Toya Ferguson

Re: Contract Services for Purchasing and Installation

of Vinyl and Carpet Tiles and Cove Base

Police Service Center

Furnish and install the following:

Nafco Vinyl Tile

2,644 sq. ft.

\$10,761.08 (\$4.07 sq. ft.)

Collins and Aikman Timeless Color #36204

Mediterranean

88 Yards

4,914.80 (\$55.85 per yd.

Cove Base

818 lt. It.

989.78 (1.21 lt. ft.)

\$16,665.66

Sincerely,

George W. Dotson

Fax: (323) 752-0341

Carpet, Lindeum & Drapery

2804 W. Florence Avenue Los Angeles, CA 90043

(323) 752-8825

November 14, 2005

City of Inglewood One Manchester Blvd. Inglewood, California 90301

Attn: Toya Ferguson

Re: Contract Services for Purchasing and Installation

of Vinyl and Carpet Tiles and Cove Base

7th Floor

Furnish and install the following:

Nafco Vinyl Tile 4,161 sq. ft.

\$16,935.27 (\$4.07 sq. ft.)

Collins and Aikman Timeless Color #36204

Mediterranean

744 Yards

\$41,552.40 (\$55.85 per yd.)

. Cove Base

2,826 lt. ft.

\$ 3,419.46 (\$1.21 lt. ft.)

\$61,907.13

Strucerery,

George W. Dotson

INSUR

1-800-439-4589

Fax: (323) 752-034

Carpet. Lindoum & Drapery

2804 W. Florence Avenue Los Angeles, CA 90043

(323) 752-8825

November 14, 2005

City of Inglewood One Manchester Blvd. Inglewood, California 90301

Attn: Toya Ferguson

Re: Contract Services for Purchasing and Installation

of Vinyl and Carpet Tiles and Cove Base

1st Floor - Finance Cashier's

Furnish and install the following:

Nafco Vinyl Tile

1,172 sq. ft. \$ 4,770.04 (\$4.07 sq. ft

Collins and Aikman Timeless Color #36204

Mediterranean

343 Yards

\$19,156.55 (\$55.85 per y

Cove Base

1,096 lt. ft.

\$ 1,326.16 (\$1.21 lt. ft

\$25,252.75

Sincerely,

Georgé W. Dotson

1-300-439-4689

Fax: (323) 752-03

Carpet, Lindeum Er Drapery

2804 W. Florence Avenue Los Angeles, CA 90043

(323) 752-8825

November 14, 2005

City of Inglewood One Manchester Blvd. Inglewood, Californía 90301

Attn: Toya Ferguson

Re: Contract Services for Purcasing and Installation

of Vinyl and Carpet Tiles and cove base

1st Floor - Finance Accounting

Furnish and install the following:

Nafco Vinyl Tile

1,137

\$4,627.59 (\$4.07 sq. ft.)

Collins and Aikman Timeless Color #36204 Mediterranean

104 Yards

\$5,808.40 (\$55.85 per yd.)

. Cove Base

568 lt. ft. \$ 687.28 (\$1.21 lt. ft.)

\$11,123.27

Sincerely,

Georgé W. Dotson

#### **RE-BID**

# CITY OF INGLEWOOD, CALIFORNIA BID B-861 CONTRACT SERVICES FOR PURCHASING AND INSTALLATION OF VINYL AND CARPET TILES AND COVE BASE

For information concerning the **bidding procedure** contact:

Ed Johnson, Purchasing and Services Manager

Phone: (310) 412-5266

Or inquire at the Purchasing Office located on the 8<sup>th</sup> floor of the Inglewood City Hall, One Manchester Blvd., Inglewood, California, 90301.

Questions pertaining to the **Technical Specifications** should be directed to:

Toya Ferguson, General Services Supervisor

Phone: (310) 412-5583

<u>Mandatory Pre-Bid Conference</u> and site walk is scheduled for <u>Monday, October 17th, 2005, at 10:00 am.</u> Please meet at City Hall, 8<sup>th</sup> Floor, Purchasing Division, One Manchester Blvd. Inglewood, CA. 90301. Only firms attending the Pre-Bid Conference meeting will be eligible to submit a bid

Proposal due date: Wednesday, October 26<sup>th</sup>, 2005, at 11:00 am, in the Office of the City Clerk on the 1<sup>st</sup> floor, Inglewood, City Hall One Manchester Blvd., Inglewood, CA 90301. Firms are responsible for prompt delivery. Any proposals received after the due date/time will not be accepted.

**NOTICE:** If you are unable to submit a proposal for this quote, please fill out and return the "No Bid Sheet". This is necessary for your firm to be retained on our bidder list.

# RE-BID BID B-861 CITY OF INGLEWOOD INVITATION TO SUBMIT BID

(Specifications and Conditions Governing Bid Award)

# Project Subject to Bid: "CONTRACT SERVICES FOR PURCHASING AND INSTALLATION OF VINYL AND CARPET TILES AND COVE BASE

The City of Inglewood invites and will receive bids duly filed as provided herein for the furnishing of labor and materials and/or completing the above-designated project.

Each bid shall be submitted and completed in all particulars using the form entitled, "Bidder's Proposal and Statement" attached hereto and must be enclosed, together with the requisite quote security in a sealed envelope addressed to the City of Inglewood, Office of the City of Clerk, Attention: Ed Johnson with the designation of the project "CONTRACT SERVICES FOR PURCHASING AND INSTALLATION OF VINYL AND CARPET TILES AND COVE BASE" appearing thereon.

Each bid shall state the unit price of each item if called for on the Bidder's Proposal and Statement form. In the event alternative quotes are called for in said form, each alternative quote shall be completed.

Bids will be opened in public on <u>Wednesday, October 26<sup>th</sup>, 2005, at 11:00 am</u> in the **Office of the City Clerk** and will then and there be announced to all persons present. Specifications and other bid documents for the above items are on file in the Purchasing Department, and may be obtained upon request.

### **BONDS REQUIRED**

The City Council reserves the right to reject any or all bids and to waive any irregularities in any quote, and to take quotes under advisement for a period not to exceed sixty days from and after the date bids are opened and announced. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them. The Contractor or any subcontractor shall comply with the requirements of said sections in the employment of apprentices.

MARK F. WEINBERG,	
ADMINISTRATIVE OFFICER	
CITY OF INGLEWOOD, CALIFORNIA	٩
Dated at Inglewood, California	

ADIZE MEMBEDO

This	, day of	
------	----------	--

# INSTRUCTIONS TO BIDDERS IMPORTANT

# BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1.	PROPOSAL:  a. Have you submitted a bid on all items of the proposal?  b. Is proposal properly signed and dated?  c. If bid is being submitted by a corporation, is corporate seal affixed to proposal?  d. Is your Contractor's license number inserted on the proposal?	
2.	BOND:  a. Is the amount of bond at least 10% of the total?  b. Is bond properly filled in and signed by surety; or No.3?	
3.	CERTIFIED CHECK:  a. Is amount of check at least 10% of the total amount of you bid?  b. Is check enclosed with bid?	
4.	<ul> <li>CONTRACT COMPLIANCE:</li> <li>a. Have you completed the non-collusion affidavit?</li> <li>b. Is the non-collusion affidavit properly signed and duly notarized?</li> <li>c. Have you examined and understand the requirements and forms to be furnished on the project?</li> </ul>	
5.	BUSINESS LICENSE Are you aware of Division 1, Section 9, entitled Inglewood Business License?	
6.	REFERENCE LIST  Have you completed and submitted the Reference List?  ———————————————————————————————————	

# **REFERENCES**

# PLEASE PROVIDE REFERENCES ON SIMILAR TYPE OF WORK

Contact Person:	Phone:
Contact Person:	Phone:
	Contract Value
Organization/Agency:	
Contact Person:	Phone:
Work Performed:	
·	0 4 4 > / - 1
Organization/Agency:	
Contact Person:	Phone:
Work Performed:	
	Contract Value
Organization/Agency:	
Contact Person:	Phone:
Work Performed:	
	0 = = t > (= t > (= t > = =
Organization/Agency:	
Contact Person:	Phone:
Work Performed:	
	Contract Value
Organization/Agency:	
Contact Person:	Phone:
Work Performed:	
	Contract Value

#### **BID BOND**

KNOW ALL PEOPLE BY THESE PRESENTS

printed standard form).

That we, , as Principal
and) as surety, are held and firmly bound unto the City of
Inglewood, a charter City, hereinafter referred to as "City", in the sum of dollars (\$), to be paid to the City, its
successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH,
That if the certain proposal of the above bounden for "Purchasing and Installation of Vinyl Floor and Carpet tiles and cove base." Purchasing Division of the City of Inglewood is not withdrawn within the period of 45 days after the date set for the opening of bids, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the City through action of its legally constituted contracting authorities and if the above bounden their heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after the date of notification by and from the City that the said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.
IN WITNESS WHEREOF, we hereunto set our hands and seal this day of, 2005.
(NOTE: The standard printed bond form of any bonding company acceptable to the City may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are not in any way reduced by use of the Surety Company's

#### FAITHFUL PERFORMANCE BOND

# KNOW ALL PEOPLE BY THESE PRESENTS: That, we (Address ), ad Principal(s) , a Corporation, \_\_\_\_\_, incorporated, organized, and existing under laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Inglewood, a Municipal Corporation, located in the County of Los Angeles, State of California, in the full and just sum of **Dollars** \_\_\_\_\_), a lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves and our respective heir, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH THAT: WHEREAS, said Principal(s) has entered into, or is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_day of \_\_\_\_\_, 2005 with the said City of Inglewood, for \_\_\_\_\_

all as is more specifically set forth in  $\operatorname{said}_6$  contract or agreement, a full true and correct

copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made part hereof:

NOW, THEREFORE, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed, and completed, each and all of the covenants, terms, conditions, requirements, obligations, acts, and things to be met, done, or performed by said Principals(s), as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or times of performance required therein or thereunder, shall, in any manner, affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

In the event any suit, action, or proceeding is instituted to recover on this bond or obligation said Surety will pay, and odes hereby agree to pay, as attorneys' fees for said City, such sum as the Court in any suit, action, or proceeding may adjudge reasonable.

Executed, sealed	and dated at			•	,
California, this		day of			, 2005.
		Ву			
			Its		
	And By				
		Its			

(SEAL)	PRINCIPAL
	Ву
	Its Attorney-in-Fact
(SEAL)	SURETY
The foregoing bond is here	by approved by me as to surety.
	City Attorney
The foregoing bond is here	by approved by me as to surety.
	Mayor

# <u>DIVISION I</u> SPECIAL PROVISIONS

### **TABLE OF CONTENTS**

Section 2. CONTRACT DOCUMENTS	10
Section 3. THE PROPOSAL	10
Section 4. LOWEST RESPONSIBLE BIDDER	11
Section 5. BONDS	12
Section 6. INGLEWOOD BUSINESS TAX CERTIFICATE	12
Section 7. LIABILITY INSURANCE	12
Section 8. INDEMNIFICATION	15
Section 9. NON-DISCRIMINATION	15
Section 10. EXECUTION OF CONTRACT	15
Section 11. TERMINATION OF CONTRACT	16
Section 12. LIQUIDATED DAMAGES	16
Section 13. RIGHT TO WITHHOLD PAYMENT	16

#### SPECIAL PROVISIONS

#### Section 1. DEFINITIONS

Whenever in the specifications the following terms are used, they shall be understood to mean and refer to the following:

AGENCY:

CITY OF INGLEWOOD

BOARD:

MAYOR AND CITY COUNCIL

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

#### Section 2. CONTRACT DOCUMENTS

The contract comprises the following documents, including all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening setting forth modifications or interpretations of any of said documents:

The Invitation to Submit Bids, the Instructions to Bidders, the accepted Proposal, the List, the Bid Security Forms, the Agreement, the Faithful Performance

Bond, the Labor & Materials Bond, the Plans, Special Specifications and these Special Provisions.

#### Section 3. THE PROPOSAL

Proposals shall be submitted on the <u>BID FORMS</u>, for the base bid and options, provided by the City and shall be enclosed in a sealed envelope, marked and addressed as hereinafter directed. The bidder shall state in words and figures the specific sum for which he/she proposes to supply the labor, materials, supplies, or machinery and perform the work required by the specifications. In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. No telegraphic proposal nor telegraphic modification of the proposal will be considered.

Blank spaces in the proposal shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it

informal and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in the Bidding Sheet. A bidder may withdraw their proposal before the hour fixed for opening bids without prejudice to themselves by submitting a written request to the Purchasing Manager for its withdrawal and the proposal will be returned to him/her unopened when reached in the procedure of opening bids. No proposals may be withdrawn after the hour fixed for opening bids without rendering the accompanying bidder's bond, or certified or cashier check or cash guaranty subject to forfeiture or liquidated damages in like manner as in the case of failure to execute contract after award, as hereinafter provided. No proposal received after the time named or at any place other than the place stated in the Invitation to Submit Bids will be considered. All bids will be opened and declared publicly.

Bidders, their representatives, and others interested are invited to be present at the opening. The City reserves the right to waive an informality in any bid, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that bids are qualified by specific limitations, and to make awards to the lowest responsible bidder as the interest of the City may require.

Any proposal which is so unbalanced between the various contract items as to be detrimental to the interests of the City may also be rejected. Where bonds are required, the bidder shall name in his proposal the surety or sureties which have agreed to furnish said bonds.

The envelope enclosing the proposal shall be sealed and addressed to the City Clerk, City of Inglewood, One Manchester Boulevard, Inglewood, CA 90301. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words "Proposal For..." followed by the name of the work and the date and hour of bid opening.

#### Section 4. LOWEST RESPONSIBLE BIDDER

Section 2-200 of the Inglewood Municipal Code states: "The expression 'lowest responsible bidder' as used in this article and the City's bidding documents shall be deemed to mean the lowest bidder whose offer best responds in quality, fitness, and capacity to the requirements of the proposed work or usage."

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration a bidder must present evidence that he/she has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he/she or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

#### Section 5. BONDS

As a guaranty of good faith, each bidder shall submit with their proposal an unconditional bidder's bond or certified or cashier's check, drawn on a solvent State or national bank, or cash in the sum stated in the Invitation to Submit Bids, payable to the City of Inglewood, said bidder's bond or check to be held uncollected until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said bidder's bond or check will render it informal and may, at the option of the City, result in the rejection of the proposal under which such bidder's bond or check is submitted. If a bidder to whom an award is made fails or refuses to execute the contract and furnish the required bonds, all within the time stated, said bidder's bond or check and the monies represented thereby, or the cash guaranty, shall be and remain the property of the City and shall be subject to deposit with the Treasurer of the City as other monies belonging to the City, the amount thereof being agreed to by the bidder as liquidated damages due the City. Within 15 days after the award of the contract, the City of Inglewood will return the proposal guarantees accompanying such as the proposals which are not to be considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposal they accompany.

The Contractor agrees to at all times during the performance of the agreement obtain, keep, and maintain a faithful performance bond in the amount of the contract sum, and a contractor's labor material bond in the amount of the contract sum. Said bonds shall be in the form approved by the City attorney and surety on all bonds furnished must be satisfactory to the City.

#### Section 6. INGLEWOOD BUSINESS CERTICATE

The Contractor agrees to at all times during the performance of the Agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the commencement of any work and a copy forwarded to the Public Works Department and the Purchasing Division.

#### Section 7. INSURANCE REQUIREMENTS

The Contractor shall furnish the City with comprehensive general liability insurance including automobile, contractual liability, products and completed operations, owner's protective and personal injury coverage in which the Agency is named as an additional insured with the Contractor's insurance to be primary.

Any insurance in effect protecting the City shall be excess and shall be effective only upon exhaustion of Contractor's insurance. The policy shall insure the City, its officers, employees and volunteers, while acting within the scope of their duties, against all claims arising out of or in connection with the work, except as provided for in Section 25 of these Special Provisions. The policy or endorsement shall state clearly that the City shall be notified by registered mail at least 30 days prior to cancellation of the policy for any reason.

#### Minimum Scope of Insurance

#### Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- 2. Insurance Services Office Form Number CA0001 covering Automobile Liability, code 1 (any auto).
- 3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

#### Minimum Limits of Insurance

The Contractor shall maintain these policies and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

 General Liability: \$1,000,000 (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000

per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000

per accident for bodily injury or disease.

#### Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Inglewood's City Attorney. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Inglewood City Attorney guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

#### Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be **endorsed** to contain, the following provisions:

- The City of Inglewood, its officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the contractor: and with respect to liability arising
  - out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).
- 2. For any claims related to this project, except as provided in Section 19 of the Special Provisions, the Contractor's insurance coverage shall be primary insurance as respects the City of Inglewood, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Inglewood, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that
  coverage shall not be canceled by either party, except after thirty day's prior
  written notice by certified mail, return receipt requested, has been given to the
  City of Inglewood.
- Coverage shall not extend to any indemnity coverage for the active negligence
  of the additional insured in any case where an agreement to indemnify the
  additional insured would be invalid under Subdivision (b) of Section 2782 of the
  Civil Code.

## Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less that A:VII.

## Verification of Coverage

Contractor shall furnish the City of Inglewood with original certificates and amendatory endorsements effecting coverage required to conform to the insurance requirements. All certificates and endorsements are to be received and approved by the City Attorney's office before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### SECTION 8. INDEMNIFICATION

Contractor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or part

by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitiees by reason of any act of the matters against which consultant has agreed to indemnify Indemnitiees as provided above, Contractor, upon notice from City, shall defend Indemnitiees at Contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitiees need not have first paid for any of the matters to which Indemnitiees are entitled to indemnification in order to be indemnified. The insurance required to be maintained by contractor under this Article shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

#### Section 9. NON-DISCRIMINATION

<u>Labor Code § 1735</u>: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

#### Section 10. EXECUTION OF CONTRACT

A bidder to whom award is made shall execute a written contract with the City and furnish good and approved bonds, if required in the Special Provisions all in accordance with the provisions hereof and within the time stated in the proposal. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, the bid bond, check or cash guaranty shall become the property of the City as provided in Section 7 hereof, the award will be annulled and, in the discretion of the City, an award may be made to the bidder whose

proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California and of the authority of the officer signing the contract and bonds for the corporation to so sign.

#### Section 11. TERMINATION OF CONTRACT

The City may terminate the contract at its own discretion or when conditions encountered

during the work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the contract by law, or by official action of a public authority.

#### Section 12. LIQUIDATED DAMAGES

It is agreed to by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Inglewood and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Contractor will pay to the City of Inglewood the sum of five hundred dollars (\$500) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Inglewood may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

#### Section 13. RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may reasonably be necessary to protect the City from loss as a result of:

- A. Defective work not remedied in accordance with provisions of the Contract Documents;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens:
- C. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;
- D. A reasonable doubt that the work can be completed for the balance then unearned;
- E. A reasonable doubt that the Contractor will complete the work within the agreed time limits;
- F. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;
- G. Damage to other work or property;
- H. Failure to fulfill all the requirements of the Contract Documents;
- I. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;

J. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications.

Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

## CONTRACT SERVICES FOR PURCHASING AND INSTALLATION OF VINYL AND CARPET TILES AND COVE BASE

## **SPECIAL SPECIFICATIONS**

## **TABLE OF CONTENTS**

1.	Delivery Time	19
2.	Installation	19
3.	Specification of Material Work	21
4.	Proposal and Statement Page	25
5.	Declaration For Bidder	.27
6.	Extension To Other Public Entities	.28
7.	Non-Collusion Declaration	.29
8.	No Bid Form	.30

# BID B-861 CONTRACT SERVICES FOR PURCHASING AND INSTALLATION OF VINYL AND CARPET TILES AND COVE BASE

#### **DELIVERY TIME**

The firm awarded this purchase shall deliver all items to the City Warehouse: **222 W. Beach, Inglewood, California 90302 ATTENTION Toya Ferguson,** within fifteen (15) calendar days after notification of award by the City. Delivery must be made between the hours of 7:30 am and 10:00 am. And vinyl tile must be on standard sized pallets. The contractor shall notify the General Service Supervisor seven (7) calendar days prior to the delivery of vinyl tiles to the City of Inglewood. If the firm awarded this contract fails to meet the delivery requirements, the City reserves the right to terminate this agreement and award the contract to the next lowest bidder.

#### **INSTALLATION**

The City of Inglewood solicits bids for installation, delivery and purchase of vinyl tile, carpet and cove base at the City Hall and Police Facilities, located at 1 Manchester Blvd and 105 Queen Street, Inglewood, CA 90301 AND 222 W. Beach, Inglewood 90302.

Contractor's bid is to include all cost associated with prepping the floor, the purchase, installation of cove base, reducer strips vinyl tile and carpet i.e. remove and dispose of worn cove base, carpet and vinyl tile debris. Reducer strips must be a smooth transition from the carpet to the vinyl tile and must be approved by the General Services Supervisor. All existing cove base and flooring must be removed prior to installation of the cove base, vinyl and carpet tile. Furniture is to be moved and replaced when installation is completed.

The contractor shall clean the premises. The concrete floor must be cleaned and a C-46E floor primer applied to concrete prior to installing carpet tile. The contractor is to provide all materials necessary to install the vinyl tile, carpet tile and cove base. Any deficiencies as determined by the General Services Supervisor or their designee in the installation of cove base, carpet and vinyl tile will be subject to removal and reinstallation. No payment will be made until such deficiencies are corrected.

Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning and sweeping, or other means as necessary.

Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, and unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the

Contractor's bid items.

After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of their operations, including all areas under the control of the City that have been used by the Contractor in connection with the work on the project, and shall remove all debris, surplus material, and equipment of whatever nature, unless otherwise approved by the City. Final acceptance of the work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the project site.

Contractor is to provide at the time of a bid a written guarantee with coverage of workmanship for two (2) years from installation date to the General Services Supervisor or their designee.

No payment shall be made with out written guarantee. The General Services Supervisor or their designee will determine what day and time carpet and cove base will be installed.

Contractor's bid is to include a list of references for the last five years using vinyl tile and cove base only.

#### SUBSTITUTION

Absolutely no substitutions are allowed. All items received that differ from those called out on the purchase order shall be returned at the sellers expense.

Carpet, tile and cove base shall be from same dye lot.

#### **SPECIFICATION**

#### INSTALLATION AND PURCHASE OF CARPET TILE

#### **TILES**

MANUFACTURER:

**COLLINS AND AIKMAN** 

STYLE: TIMELESS Color 36204 Mediterranean

SIZE:18@ X 18@ CARPET TILES, POWERBOND RS, CUSION TILE

SQUARE YARDS: 1290 (APPROXIMATE 258 boxes)

#### **FACE CONSTRUCTION**

CONSTRUCTION:

SYMTEX

WIDTH:

18@ X 18@

GAUGE:

1/10

TUFT DENSITY

100.0 TUFTS/SQ IN

PILE UNITS PER INCH:

10.00

PILE HEIGHT AVERAGE:

0.187 INCHES

PILE THICKNESS:

0.099 INCHES

DENSITY FACTOR:

10,182 oz/cu yd

FIBER SYSTEM:

Dupont Nylon (100% type 6,6 nylon)

DYEING METHOD:

yarn dyed

Soil/Stain Protection

Ensure

#### POWERBOND BACKING SYSTEM

Primary Tufting Substrate:

Synthetic Non Woven

FUSION COAT (PRE-COAT):

Sealant Vinyl

BACKING:

POWERBOND FIBERGLASS REINFORCED COMPOSITE VINYL

WEIGHT-35.5 OZ/SQ. YARD DENSITY 14 LBS/CU FOOT THICKNESS 0.225 INCHES Compression Set Max 10%

COMPRESSION DEFLECTION-MIN. 5LBS./SQ. IN

@25%

ADHESIVE SYSTEM:

MICROENCAPSULATED TACKIFIER TO 94%OF MATERIAL AT THE TIME OF MANUFACTURING

TOTAL PRODUCT WEIGHT

131.2 oz/sq yd +/-5%

**ELECTROSTATIC PROPENSITY** 

PROPENSITY:

1.1 K.V. OR LOWER

PRODUCTION FLAMMABILITY

FLAMMABILITY:

PASSES CPSC FF 1-70

FEDERAL FLAMMABILITY:

CLASS 1

FLOORING RADIANT PANEL: MEAN AVERAGE CRF-0.45 WATTS/SQ. CM OR HIGHER

Colorfastness to light:

≥ 4 after 100 hours

Fluorine:

Minimum 500 ppm

After two AATCC 171 Minimum 400 ppm

#### CARPET DYE MUST BE SAME LOT.

15 year non-prorated limited warranty against excessive surface wear and static, delamination, edge ravel, zippering, and backing resiliency loss.

#### TECHNICAL SPECIFICATION

## Victorian Marble Vinyl Tiles

MANUFACTURER: Nafco

STYLE: Victorian Marble Color 12x12 Black VM80

SIZE:12 X 12 Vinyl TILES SQUARE FEET:

Trade Name:

Nafco Quarry Craft Vinyl Tile

TYPE:

Luxuary Vinyl floor victory marble

**IDENTIFICATION NO.:** 

VM80

COLOR:

Black Marble

CONSTRUCTION:

Multi-layered vinyl

SIZE:

12x12

THICKNESS:

0.125 in. (3.175mm)

TOTAL WEIGHT:

28.172 lb (12.779 kg)

**UNIT WEIGHT:** 

1.27 lb/ft (5,494 kg/m)

UNDERLAYMENT:

None, glue down, over concrete, simylated

SUBSTRATE:

0.25-in (12.7m) inorganic millboard

ADHESIVE:

W.W. Henry 356

#### +COVE BASE

Cove base to be used is Roppe 139 Deep Navy. Use adhesive W. Henry 356.

#### Warranties

Warranty against wear out for a period of five years, provided the material was properly installed and maintained and is used as intended and recommended. Wear out is defined as a complete removal of pattern and/ or color due to wear from normal traffic and maintenance.

### RE-BID PROPOSAL AND STATEMENT PAGE BID NUMBER B -861

To the Mayor and City Council City of Inglewood Inglewood, CA 90301

THE UNDERSIGNED PROPOSES AND AGREES TO FURNISH IN ACCORDANCE WITH SPECIFICATIONS: PURCHASE AND DELIVERY OF VICTORIAN MARBLE TILE, CARPET TILE AND COVE BASE.

\$	(GRAND TOTAL IN WORDS)
GRAND TOTAL:	\$
SHIPPING CHARGE	\$
SALES TAX (8.25%):	\$
Price Per lineal feet_\$_	Total
COVE BASE Contractor	s are responsible for measuring cove base:
OAKI ETT EK OQ. Tara.	(365 BOXES)
	\$ X_1825 SQ_yards\$
TILE PRICE PER SQ. 100	ot:X 4058 SQ. feet \$

# THE UNDERSIGNED AGREES TO DELIVER. F.O.B. INGLEWOOD, CALIFORNIA ALL TERMS WITHIN FIFTEEN (15) CALENDAR DAYS OF NOTICE OF AWARD.

The undersigned understands that the City of Inglewood reserves the right to accept or reject any or all quotations submitted; to re-advertise at its discretion.

Company's	Legal Name		•
Street Addre	ess of Company		
City	State	Zip code	Phone number
Authorized	Signature	Title	Date
Type or Prir	nt Above Name		
Tax Identific	cation Number		

The original copy of the quote must be signed in writing, sealed and submitted in the envelope furnished.

## **DECLARATION FOR THE BIDDER**

## **BID NUMBER B-861**

	at I am an authorized agent or officer of the organization submitting this d in such capacity I am empowered to submit this proposal on behalf of n):	
	that all information submitted and contained herein is true and correct to the nowledge and belief.	;
BY:	Signature:	
	Printed Name:	
	Position/Title:	
	Date of Execution:	

#### BID NUMBER

#### B-861

## **Extension Of Contract To Other Public Agencies**

The prices, terms and conditions of this quote may be extended to other governmental agencies at the mutual agreement of both the city and the bidding contractor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with successful bidder. The City of Inglewood does not warrant any additional use of the contract by such agencies. The bidder's response as requested below will no way affect the City of Inglewood's consideration of this quote.

		extended to other public agenci opening date of this quote.	ies, and the length of
Yes	No	Length of time	Days/Months

## **NON-COLLUSION DECLARATION**

The undersigned hereby declares and says.	
That he has not, either directly or indirectly, entered in any collusion, or otherwise taken any action in restra connection with the contract described below.	
(Full description of contract):	
I declare under penalty that the foregoing is true and knowledge.	correct to the best of my
Executed at	, California on
200	
	Signature of Bidder

## NO BID FORM

## TO ALL BIDDERS:

IF YOU <b>DO NOT</b> INTEND TO SUBMIT A QUOTE/BID FOR THIS PROJECT,	J
PLEASE INDICATE BELOW AND RETURN IMMEDIATELY TO THE PURCHASING	3
DIVISION OF THE CITY OF INGLEWOOD.	
THE FIRM CANNOT SUPPLY THE ITEM(S)/COMMODITIES SPECIFIED,	
PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:	
THE FIRM BELOW CANNOT BID AT THIS TIME BECAUSE OF THE	
FOLLOWING:	
THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF	
INGLEWOOD BID LIST, PLEASE REMOVE OUR NAME.	
Quote/Bid Number:	
Name of Firm:	
Address:	
Phone:	
Name of Individual:	
Signature:	
Date:	