RESOLUTION - ACTION REQUESTED 2020-176

MEETING: April 7, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a First Amendment for Flooring at the District Attorney’s Office

RECOMMENDATION AND JUSTIFICATION:
Approve a First Amendment for Flooring at the District Attorney’s Office to Increase Compensation in the Amount of $1,000 for a Total New Amount Not to Exceed $16,550; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The flooring material in the foyer and kitchen was changed from carpet to vinyl.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 26, 2019 Resolution number 2019-681 the Board approved the modification of the District Attorney’s office.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the requested changes will not be made.

FINANCIAL IMPACT:
There is sufficient funding remaining in the appropriated funds allocated to this project.

ATTACHMENTS:
Carpet One (47th Place) 20-029 DA Bldg (PDF)
Carpet One 47th Place DA Office (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
FIRST AMENDMENT TO AGREEMENT FOR FLOORING FOR THE DISTRICT ATTORNEYS OFFICE

THIS FIRST AMENDMENT TO AGREEMENT FOR FLOORING FOR THE DISTRICT ATTORNEYS OFFICE is made and entered into this _7_ day of April 2020, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as “County,” and 47TH Place Carpet One, hereinafter referred to as “Contractor.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated December 23, 2019, wherein Contractor agreed to provide flooring installation services; and

Whereas, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, “COMPENSATION”, is hereby amended to provide that an additional ($1,000) One Thousand Dollars will be added to the original amount of ($15,550) Fifteen Thousand Five Hundred Fifty Dollars, making the total compensation paid to Contractor not to exceed amount of ($16,550) Sixteen Thousand Five Hundred Fifty Dollars.

2. Except as herein amended, the Agreement dated December 23, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:  

[Signature]  
Kevin Cann, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

[Signature]  

ATTEST:

RENE LAROCHE  
Clerk of the Board

APPROVED AS TO FORM:

[Signature]  
STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19
This contract is entered into by and between 47th Place Carpet One Floor & Home ("Contractor") and MARIPOSA COUNTY PUBLIC WORKS DEPARTMENT whose Residence/Billing Address is: 4639 BEN HUR ROAD, MARIPOSA, CA 95338

The Contractor agrees to furnish and install the following:

PULL UP AND DISPOSE OF EXISTING LAMINATE FLOORING, AND DIRECT GLUE DOWN CARPET IN ENTIRE FLOORPLAN, INCLUDING OPTIONAL SPACE MEASURED.
FURNISH AND INSTALL CARPET STYLE: DOCTOR II/ COLOR: 689 ARCHITECT.
INSTALL DIRECT GLUE DOWN METHOD. FILL VOID WHERE CABINETRY HAS BEEN REMOVED. INSTALL UTILIZING "NU-BROADLOK" ADHESIVE TO PROTECT WARRANTIES. FURNISH AND INSTALL TARKETT ANGLE FIT RUBBER STAIR TREAD AND INTEGRAL RISER WITH A.D.A. APPROVED STRIP FOR VISUALLY IMPAIRED.
PREVAILING WAGE APPLIES- PER DIR REQUIREMENTS, LABOR CODE SEC 1725.5

CHANGE ORDER: FURNISH AND INSTALL MT TAM VINYL PLANK FLOORING IN FOYER AND KITCHENETTE. ORIGINAL AGREEMENT AMOUNT $15,550.00 / ADJUSTED AGREEMENT TOTAL $16,550.00

SALES TAX @ 7.75% INCLUDED
CALIFORNIA CARPET STEWARDSHIP ASSESSMENT $.35 PER SQUARE YARD $152.25
ADJUSTED Total $16,550.00

Balance is due in full upon completion of job unless financed as noted on page 3.

You are a valued customer and we make every effort for the installation of your floor covering to proceed with a minimum of disruption to your daily routine. The Owner shall remove any property and eliminate any situation that could be hazardous to the contractor and/or the customer. BE SURE THE CUSTOMER INSTALLATION CHECKLIST HAS BEEN COMPLETED AND SIGNED.

Salesperson: BILL BUNETTA
Customer’s Signature __________________________
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Foster & Parker Insurance
1643 N. Schnoor Street, Suite 103
Madera, CA 93637

**INSURED**
47th Place Carpet & Linoleum, Inc.: DBA: 47th Place Carpet
One Floor & Home
1717 Howard Road
Madera, CA 93637

**INSURER**
- Insurer B: Ohio Security Insurance Co.
- Insurer C: Markel Insurance Company

**COVERAGE**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
47th Place Carpet & Linoleum, Inc
44480 Highway 41
Oakhurst, CA 93644

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereon, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE**

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