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August 15, 2025

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO LINOLEUM SALES CO. INC. DBA ANDERSON COMMERCIAL FLOORING FOR FLOORING REPLACEMENT AT THE 8201 EDGEWATER DRIVE BUILDING RENOVATION PROJECT; PROJECT NO. CPP23R230880000; PROCUREMENT CONTRACT NO. 29167; AMOUNT: \$108,100

Dear Board Members:

RECOMMENDATIONS:

- A. Award a Construction Contract (Procurement Contract No. 29167) to Linoleum Sales Co. Inc. DBA Anderson Commercial Flooring (President: Joe Christophe; Location: Oakland) for the flooring replacement at the 8201 Edgewater Drive Building Renovation Project , Project No. CPP23R230880000, for an estimated contract term of 10/1/25 - 6/30/26 and in an amount of \$108,100;
- B. Approve a Supplemental Work Allowance of \$10,810 for a total contract not to exceed amount of \$118,910 and authorize the General Services Agency Director to issue Change Orders, as necessary, against the Supplemental Work Allowance in accordance with Public Contract Code Section 20142; and
- C. Authorize the General Services Agency Director, or her designee, to sign the Construction Contract, subject to review and approval as to form by County Counsel and submit an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

On May 9, 2023, your Board approved (Item No. 50) the amendment of the Fiscal Year 2023-2027 Capital Improvement Plan adding the 8201 Edgewater Drive Building Renovation Project (the Project) to County's Category I, Projects Approved and Underway. A project budget of \$9,693,062 was established for this purpose. The scope of the Project includes building improvements to meet the program requirements of the Alameda County Probation Department, including providing

space for client services on the ground floor, office space for staff on the second floor, and code upgrades necessary for building occupancy.

The renovation work will be completed in two phases. Phase I will focus on the second floor and include interior upgrades such as flooring replacement, painting, and light fixture upgrades. Exterior improvements will involve repainting, parking lot restriping, fencing installation, and the addition of solar-powered parking lot lights. Phase I is expected to be completed by December 2025.

A key component of the renovation is the replacement of all existing flooring on the second floor with a combination of carpet and luxury vinyl tile (LVT), which is generally considered a mid-range option providing a balance of cost, durability, and aesthetic appeal. These materials were selected for their durability, low maintenance, and suitability for high-traffic office environments. Carpet will be used in office and workstation areas to enhance comfort and reduce noise, while LVT will be installed in common areas and corridors for ease of cleaning and long-term resilience. Together, the updated flooring materials contribute to a safer, more welcoming space for employees, supporting both daily operations and overall workplace well-being.

SELECTION CRITERIA/PROCESS:

On May 17, 2025, an Invitation for Bids for flooring replacement was solicited in accordance with Public Contracting Code 22032 (a)(b) from a list of qualified construction contractors with possession of C-15, Flooring and Floor Covering Contractor license. A mandatory site visit and networking meeting was held on June 3, 2025, which was attended by representatives from four licensed contractors. On June 30, 2025, GSA received four qualified bid responses. GSA recommends awarding this contract to Anderson Commercial Flooring, who submitted the lowest responsive, responsible bid.

<i>Bidders</i>	<i>Location</i>	<i>Bid Price</i>
<i>Linoleum Sales Co. Inc DBA Anderson Commercial Flooring</i>	<i>Oakland, CA</i>	<i>\$108,100</i>
<i>DSB Commercial Floor Finishes</i>	<i>Livermore, CA</i>	<i>\$112,189</i>
<i>Century Carpet</i>	<i>Hayward, CA</i>	<i>\$127,100</i>
<i>Go Management</i>	<i>Sunnyvale, CA</i>	<i>\$238,600</i>

FINANCING:

Appropriations for the construction contract are included in the GSA Capital Projects Fund Fiscal Year 2025-26 Approved Budget for the Project. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2036 GOAL:

The Project meets the 10X goal pathway of **Accessible & Integrated Infrastructure** in support of our shared vision of **Safe & Livable Communities**, ensuring infrastructure meets the highest safety and security standards.

Respectfully submitted,

DocuSigned by:

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Kimberly Gasaway
Director, General Services Agency

cc: County Administrator
Auditor Controller
County Counsel

DOCUMENT 00 52 13

AGREEMENT FORM – STIPULATED SUM
(SINGLE-PRIME CONTRACT)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 24th DAY OF July, 2025, by and between the County of Alameda ("County") and Linoleum Sales Co. DBA Anderson Commercial Flooring ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner the work of

Flooring Replacement for the Building Renovation Project

PROJECT: No. CPP23R230880000 at 8201 Edgewater Drive, Oakland (Project Name)

("Project" or "Contract" or "Work")

for which the Drawings and Specifications are identified by the signature of the parties to this Agreement. It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of County or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the County and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement, which shall control over the Special Conditions, which shall control over the General Conditions, which shall control over the remaining Division 00 documents, which shall control over Division 01 Documents, which shall control over Division 02 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the County in the matter shall be final.

4. **Contract Term:** The term of this Agreement shall be from October 1 2025 through June 30, 2026
5. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of Three Hundred Eighty Dollars (\$380.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to County, County may deduct that amount from any money due or that may become due to the Contractor under this Agreement. County's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Indemnity:** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless County and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) which arises out of or is in any way connected to the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law or the Contract

Documents, including, without limitation, any stop notice actions or liens by the California Department of Labor Standards Enforcement. This indemnity obligation shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

- 7.1 Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 7.2 Contractor shall place in its subcontracting agreements and cause its Subcontractors to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, requirements contained in Document 00 72 13 (General Conditions) and Document 00 73 13 (Special Conditions). Contractor shall verify subcontractor's compliance.
8. **Loss Or Damage:** County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
9. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, County may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect:** Contractor hereby acknowledges that the Architect has authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-15 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases, or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma or conducts operations in Burma. Contractors are urged to comply with the policy in making purchases and subcontracts. (ref. Alameda County, California, Administrative Code, §4.32.050(B),(F))
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of County, pursuant to §§1770 et seq. of the California Labor Code. Copies of the prevailing rate of per diem wages are on file at the Alameda County General Services Agency, 1401 Lakeside Drive, Oakland, 8th Floor, California 94612, and will be made available to any interested party upon request.
 - 15.1 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The following requirements apply to this bid and contract:
 - 15.1.1 No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - 15.1.2 No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

16. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

One Hundred Eight Thousand and One hundred

Dollars

(\$ 108,100),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by County and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

17. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
18. **Contractor Registration:** Contractor represents that it is registered and qualified to perform public work pursuant to Labor Code § 1725.5. Contractor is required to maintain DIR registration as required by Labor Code § 1725.5, without interruption, as long as Contractor is performing work on the Project. Contractor is further obligated to ensure that subcontractors of every tier are registered with the DIR as required by Labor Code § 1725.5 as long as those subcontractors are performing work on the Project. Contractor will prohibit any unregistered subcontractor from performing work on the Project.
19. **The terms of the Agreement supersede the terms of the Purchase Order.**

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

COUNTY OF ALAMEDA

By: Rick Holley II

DocuSigned by:
Kimberly Gasaway
8D4CA131AA0B4C2

Title: Sales

Director, General Services Agency
Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

Approved as to Form:

Donna R. Ziegler, County Counsel

By:  Signed by:
DA808277C6F24CB...
Kathleen J. Hall
Deputy County Counsel

END OF DOCUMENT