



Staff Report

Date: November 14, 2024

Subject: Athletic Flooring Replacement at Evolutions Gym

Background:

In 2023, approximately half of the red carpeted flooring on the fit floor (second floor) of Evolutions was replaced with previously purchased rubber athletic flooring. Despite efforts to thoroughly clean the remaining red carpet, the overall appearance and durability of the carpet has continued to deteriorate, and we are recommending replacement with athletic flooring at this time. Purchasing and installing rubber athletic flooring will ensure the area is equipped with adequate flooring to withstand the high traffic daily use, as well as reduce cleaning demands and improve the overall appearance of the fit floor. Below is a summary of responses to the request for proposals for this project.

Ledger: ✓ = Recommended C = Meets Criteria NC = Does not meet criteria NR = No Response

	CONTRACTOR	STATUS	TOTAL COST
	Abacus Sports	C	\$102,605.00
	Better Flooring Inc.	C	\$ 205,029.00
✓	Franey's	C	\$ 124,324.00

The information presented in this report has been gathered/produced by District staff, and reviewed by/with the following consultant(s):

- Legal Review
- Financial Review
- Other:

121 North Encina Street Visalia, CA 93291
 BEHIND THE FOX THEATRE
 Phone (559) 733-9990
 Fax (559) 733-7951
 Calif. State Cont. #288491



FLOOR • WALL • WINDOW • COVERINGS
 DESIGNER SERVICES

Date November 15, 2023

Contractor _____
Address _____
Owner Tulare Healthcare District
Address 1425 East Prosperity, Tulare CA
Job Location Evolutions

We hereby agree to furnish and install the following items, subject to the terms and conditions specified below.

Furnish and Install 4' wide x 3/8 " thick Rubber Sheet Flooring and 6" Rubber Base In Balance of 2 nd Floor (to Match Existing)		
* Take up old and recycle		
** Equipment Moving		
*** Prevailing Wage		
MATERIAL WIDTH		
FINANCING	Total Price Including Tax	\$124,324.00
DOORS		
PAD	Subcontractor List; Cal Bennetts Always Moving	
FURNITURE		
SUB-FLOOR OR DAMAGE	Material, Tax, and Freight	\$57,600.00
SEAMS	Labor	\$30,000.00
PLUMBER	Equipment Moving	\$17,000.00
OLD FLOORING	Overhead and Profit	\$19,724.00
C = CONCRETE		
W = WOOD		
CAP METAL COLOR	PLEASE SIGN & RETURN TOP COPY WITH	DEPOSIT.

TERMS: Net Cash on Completion of Job
 A FINANCE CHARGE OF 1½ % PER MONTH, WHICH
 IS 18% PER ANNUM, WILL BE CHARGED ON ACCOUNTS
 30 DAYS PAST DUE. MINIMUM CHARGE .75¢.

Submitted By Travis Coffman
FRANEY FLOOR COVERING, INC.
NOTE: THIS ESTIMATE SUBJECT TO APPROVAL OF OUR OFFICE
This Estimate Void After 30 Days

PLEASE DELIVER good and make installations described above, for which I agree to pay you on above named terms. I also agree to pay you any additional charges which shall be added to above amounts for extra materials or work not described above; including cleaning floor, removing old linoleum, moving tubs, stoves, heaters and refrigerators. I also agree to pay reasonable collection charges in event I fail to pay this bill as herein promised and in event of legal action to pay all costs including attorney's fees. I hereby relieve FRANEY FLOOR COVERING of all responsibility for warped or faulty floors or when condition of moisture or alkali prevails. It is understood that in rooms where there are tubs, heaters, stoves, or fresh paint. Linoleum laying is difficult and FRANEY FLOOR COVERING is not responsible for damage to said items unless such damage is caused by undue negligence on the part of their workmen.

OFFICE APPROVAL Colin M. Gray ACCEPTED _____
 FRANEY FLOOR COVERING, INC. CONTRACTOR-OWNER OR AUTHORIZED AGENT

NOTICE TO OWNER – The Representations made in this contract, are made under penalty of perjury. The law requires that, before a licensed contractor can enter into a contract with you for work of Improvement on your property, he must give you a copy of this notice. (See over)

Under the mechanics' lien laws of the State of California, persons who help to improve your property and are not paid have a right to enforce their claim against your property. This "claim" is known as a mechanics' lien. Basically, when somebody files a mechanics' lien, they are making a claim on your property as security against payment of a just debt.

In other words this law allows contractors, subcontractors, laborers, materialmen or certain others who may have provided goods or services to place a lien on your home or the structure they built or improved for you for any unpaid portion of the goods and services they furnish. For example, if you fail to pay your contractor, or if your contractor fails to pay his subcontractors or laborers, or neglects to make required contributions to a trust and/or other funds (where applicable), then those people can look to your property for payment, even if you have paid your contractor in full.

There are a number of ways to protect yourself and your property at the onset of contracting and throughout the construction project. You might, for instance, request that the contractor furnish you with a payment and performance bond. (This is a different bond than the one currently required by Contractors License Law). The additional cost is usually minimal and is a certain guarantee that the project will be completed and the bills paid. You may also wish to record this payment and performance bond and file the contract with the County Recorder to further protect yourself from anyone liening your property. If you do have a contractor provide a special bond on your project and the bonding company does not honor your claim promptly in the event the contractor defaults, you may wish to contact the California Insurance Commission to see if the bonding company is engaging in an unfair claims practice.

Another avenue available to you is to use a funding control company. The control company acts as a third party, disbursing all funds for payment and usually securing all the necessary releases of liens. A funding control company is a specialized construction escrow which makes payment directly to sub-contractors and suppliers. By doing this, it affords additional protection against valid liens.

Should you choose not to use the above, the following are some of the important time requirements you should be aware of regarding the mechanics' lien laws:

1. Preliminary Notice.

A claimant, contractor, subcontractor, or materialman is entitled to enforce a lien only if he gives the preliminary twenty (20) days notice, if applicable. All claimants, other than the original contractor (the person you contracted with), or a laborer performing actual labor for wages, must give this notice. Therefore, people who you may not even know, such as a subcontractor, or material supplier, must notify you that they are providing supplies or services to your property which may later create a lien. This preliminary Notice must be given no later than twenty (20) days after the claimant has first furnished labor, services, equipment or material to the job site.

If you get such a Preliminary Notice, do not be alarmed. The notice is intended for your protection so that you may then require your contractor to furnish you with an unconditional lien release prior to or concurrently with payment to him.

2. Notice of mechanics' Lien.

Usually claimants must record a Notice and Claim of Lien within ninety (90) days of the completion of the work. If a Notice of Completion or a Notice of Cessation of Labor has been recorded, then the Mechanics' Lien must be recorded within sixty (60) days by the original contractor and within thirty (30) days by all other claimants such as subcontractors, materialmen, etc. The claimants must indicate on the notice what is owed to them. This lien will now bind your property like a mortgage or trust deed.

3. Complaint to Foreclose on Mechanic's Lien.

If the claimants' demands are not satisfied, then they must usually file suit within ninety (90) days after the recordation of a Notice of Mechanics' Lien. The complaint to foreclose the lien is filed in a regular court proceeding and follows in a similar manner. You should be aware that your property could be sold and the proceeds from the sale used to satisfy the claim.

4. Notice of Non-Responsibility

You can protect yourself and your property from a valid claim of a contractor, or subcontractor who is doing work on your property, but not at your request (for example, if you have a tenant who has contracted for work to be done). You can do this by posting and recording a Notice of Non-Responsibility. The notice must be posted in a conspicuous place within ten (10) days after you have obtained knowledge of the work. You must then record the notice at the County Recorder's office. You can usually purchase this form from various sources.

5. Unconditional Lien Release

You may also require that the original contractor provide you with unconditional lien releases signed by each and every person who has performed any work or labor as well as every person who has delivered any materials to your job. Be sure to get releases from each person who gave you a Preliminary Notice.

6. Notice of Completion.

The owner of the property or his agent (sometimes the general contractor) can record a Notice of Completion within ten (10) days following the actual completion of the work of improvement. The effect of the Notice of Completion is to shorten the time period within which the contractors or subcontractors may file their Mechanic's Lien.

The above is not meant to be an exhaustive review of mechanics' liens. It is intended that you understand that you are entering into a contract which may bind your property and it is intended that you understand how to act to protect your property.



BA20231438522

B2106-7638 09/12/2023 2:37 PM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only
-FILED-
File No.: BA20231438522
Date Filed: 9/12/2023

Entity Details									
Corporation Name	FRANEY FLOOR COVERING, INC.								
Entity No.	0635568								
Formed In	CALIFORNIA								
Street Address of Principal Office of Corporation									
Principal Address	121 N ENCINA ST VISALIA, CA 93291								
Mailing Address of Corporation									
Mailing Address	121 N ENCINA ST VISALIA, CA 93291								
Attention									
Street Address of California Office of Corporation									
Street Address of California Office	None								
Officers									
<table border="1"> <thead> <tr> <th>Officer Name</th> <th>Officer Address</th> <th>Position(s)</th> </tr> </thead> <tbody> <tr> <td>COLIN M FRANEY</td> <td>121 N ENCINA ST VISALIA, CA 93291</td> <td>Chief Executive Officer</td> </tr> <tr> <td><input checked="" type="checkbox"/> CHRISTINE FORESTER</td> <td>121 N ENCINA ST VISALIA, CA 93291</td> <td>Chief Financial Officer, Secretary</td> </tr> </tbody> </table>	Officer Name	Officer Address	Position(s)	COLIN M FRANEY	121 N ENCINA ST VISALIA, CA 93291	Chief Executive Officer	<input checked="" type="checkbox"/> CHRISTINE FORESTER	121 N ENCINA ST VISALIA, CA 93291	Chief Financial Officer, Secretary
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Additional Officers									
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Directors									
<table border="1"> <thead> <tr> <th>Director Name</th> <th>Director Address</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> Dave Franey</td> <td>121 N ENCINA ST VISALIA, CA 93291</td> </tr> <tr> <td><input checked="" type="checkbox"/> Mark Franey</td> <td>121 N ENCINA ST VISALIA, CA 93291</td> </tr> </tbody> </table>	Director Name	Director Address	<input checked="" type="checkbox"/> Dave Franey	121 N ENCINA ST VISALIA, CA 93291	<input checked="" type="checkbox"/> Mark Franey	121 N ENCINA ST VISALIA, CA 93291			
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<input checked="" type="checkbox"/> Mark Franey	121 N ENCINA ST VISALIA, CA 93291								
The number of vacancies on Board of Directors is: 0									
Agent for Service of Process									
Agent Name	COLIN M FRANEY								
Agent Address	121 N ENCINA ST VISALIA, CA 93291								
Type of Business									
Type of Business	FRANEY FLOOR COVERING, INC.								
Email Notifications									
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.								
Labor Judgment									

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Christine Forester

09/12/2023

Signature

Date

Franeys
Design Center



121 North Encina • Visalia, CA 93291 • Phone (559) 733-9990 • Fax (559) 733-7951

Bidder Information:

Franeys Floor Covering, Inc

121 N. Encina St.

Visalia, CA 93291

Colin Franey – President

Cameron Bledsoe – Vice President

Phone – (559) 733-9990

Fax – (559) 733-7951

Email – franeys@live.com

DIR#-1000003015

Contractors Lic#-288491 C-15 Floor Coverings

Federal Tax ID-94-2167764

Acct Rep-Colin Franey (559)733-9990 (559) 839-7696

A handwritten signature in cursive script that reads "Colin M Franey".

Colin Franey



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **288491**

Entity **CORP**

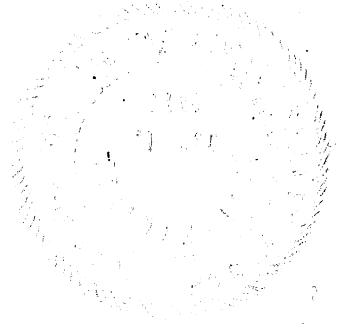
Business Name **FRANEY FLOOR COVERING INC**

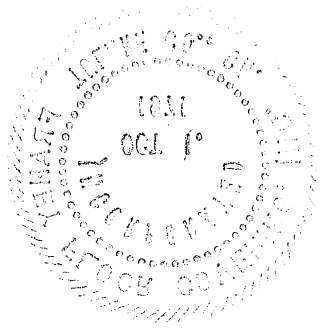
Classification(s) **C15 C61/D52**



Expiration Date **11/30/2024**

www.cslb.ca.gov







APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2024 06/30/2025

Contractor Information

Contractor Name: FRANEY FLOOR COVERING, INC.

Trade Name: FRANEYS CARPET ONE

License Type Number: 1000003015

Contractor Physical Address

Contractor Name: FRANEY FLOOR COVERING, INC.

Trade Name: FRANEYS DESIGN CENTER

License Type Number: 1000003015

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: VISALIA

Physical Business Address: 121 N ENCINA ST

Physical Business State: CA

Physical Business Postal Code: 93291

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: VISALIA

Mailing Address: 121 N ENCINA ST

Mailing State: CA

Mailing Postal Code: 93291

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: franey@live.com

Applicant's Email: franey@live.com





Better Flooring Inc
 Fresno Office
 Commercial Operations
 1148 N. Cypress Avenue
 Fresno, CA 93727
 559-233-2225
 CSLB License #820202

***** Bid Form *****

Date: November 18, 2024
Project: Evolution Fitness
Address: 1425 E. Prosperity Avenue
City: Tulare, CA 93274

Estimator: Marc Kerkochian
Email: Traci@betterflooringinc.com
Website: www.betterflooringinc.com

Client: Evolution Fitness

Plans: Drawings provided by Client

Attn: Brett Scott, Const. Mgr
 Tulare Local Healthcare District

Spec Section: Rubber Sheet, Rtb, Moving Equipemnt, Demo

Project Information	
Installation (Prevailing Wage)	\$140,729
Materials Per Spec	\$37,557
Overhead and profit 15%	\$26,743
Total:	\$205,029
Scope of Work:	
Remove all "red" glue down carpet and wall base at carpet and Install 3/8" Regupol Rubber Floor and new wall base to match existing rubber flooring on the 2nd floor only. Proposal includes moving and reset of gym equipment as necessary for each phase of flooring demo/install. Most work to be performed during regular business hours. For the area from the Elevator & Stairs to the "PT Office" door; this area may need to be installed during off hours due to customer access. This proposal includes prevailing wage labor and bonds as specified in the Request for Proposal dated 11/13/24.	
Exclusions:	
<ol style="list-style-type: none"> 1. Cleaning, waxing and protection of floors. 2. Additional floor preparation, such as grinding, excessive floating, and bead blasting of substrate. 3. Polished, stained or colored concrete. 4. Moisture testing and/or vapor control. 5. Storage of materials on site 6. Patching and/or matching of existing finishes. 7. Supply of power. 8. Environmental controls. 9. Weekend work 10. Backerboard, scratch coat, wire & lath, cementitious backer units, subfloor or underlayment. 11. Plumbing, framing, electrical or mechanical. 12. Unforeseen conditions. 	
Additional Notes: Quote good for 90 days.	
DIR #100000130. Expires 6/30/25. Not AB566 Compliant but workmanship is above or equal to journeyman status certification. DUE TO CURRENT INDUSTRY CLIMATE AND THE PROJECT DURATION, BETTER FLOORING INC WILL NOT BE RESPONSIBLE FOR ANY DELAYS OR LIQUIDATED DAMAGES DUE TO PRODUCT AVAILABILITY ON SPECIFIED MATERIALS OR FORCE MAJEURE.	

Dated: November 18, 2024

Better Flooring, Inc. a California Corporation



 Marc Kerkochian, President



Bid

To: Brett Scott **From:** Dan Weaver
Email: bscott@tulararegional.org **Pages:** 1
Phone: 661-912-6252 **Date:** Monday, November 18, 2024
Reference: Evolutions Gym
Re: Rubber Flooring **Lisence #** PW1003716

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

As requested, please find below our pricing for the above referenced project. Pricing assumes the following:

1. W
2. e are to supply & install up to 5,050 SF of Impact Rubber 9mm 20% – Brown Tan to Match Existing
3. Cove base has been included in our pricing - 6" Black.
4. We have included a dumpster for waste removal as an add option.
5. All materials will be delivered upon our arrival.
6. Demo of existing carpet & Sub-base preparation has been includes grinding of existing adhesive. Concrete must be leveled to a tolerance of 1/8" in a 10' radius. All cracks must be filled with an approved cementitious floor patch.
7. Concrete floor must be clean, porous, and dry to manufacturer's specifications
8. Our work area is to be entirely unencumbered, dry and temperature at 65° Fahrenheit or above throughout our installation.
9. Adequate power supply & lighting must be available.
10. Prevailing wage rates have been included in our pricing.
11. Payment terms: 50% deposit due in advance. 25% due upon delivery of materials. Payment in full upon completion. Interest will be charged at the rate of 1.5% per month (18% annual) to all invoices not paid in full within 30 days of the invoice date. You will be responsible for all collection actions, including legal costs, finance charges etc.
12. PRICING VALID FOR THIRTY (30) DAYS. THEREAFTER SUBJECT TO CHANGE.

Assuming the above information our pricing equates to:

5,050	SF	Demo Existing Carpet & Grind Slab	\$3.00	\$15,150.00
1	EA	Dumpster - Should one not be Provided	\$1,500.00	\$1,500.00
5,050	SF	Supply & Install 9mm Impact Rolls in 20% Color	\$12.59	\$63,510.00
520	LF	Standard Cove Base - 6" Black Vinyl	\$5.00	\$2,600.00
20	LF	Transitions	\$7.00	\$140.00
1	EA	Equipment Removal & Reinstallation		\$19,705.00
Total if all options are selected:				\$102,605.00

If you wish for us to complete these works on your behalf, kindly issue us with a purchase order as soon as possible so we may ensure availability.

Please contact me with any questions you may have.