



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-16**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND THE
CINCINNATI FLOOR COMPANY FOR FLOOR MAINTENANCE FOR THE MAIN
GYMNASIUM IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN
EMERGENCY**

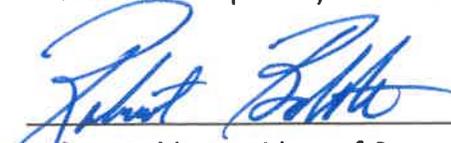
WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and the Cincinnati Floor Company for floor maintenance for the main gymnasium in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and the Cincinnati Floor Company for floor maintenance for the main gymnasium in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 27th day of January, 2025



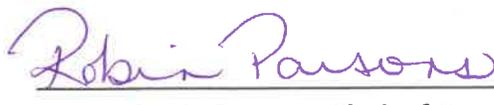
Robert Boldt, President of Council



Samuel J. Alai, Mayor

January 27, 2025

Date



Attest: Robin Parsons, Clerk of Council

January 27, 2025

Date



Samuel J. Alai, Mayor

CITY OF BROADVIEW HEIGHTS
9543 Broadview Road
Broadview Heights, OH 44147
(440) 526-4357
(440) 717-4004 Fax
cityhall@broadview-heights.org
www.broadview-heights.org

Date: January 21, 2025

To: Samuel J. Alai, Mayor
Members of Council

From: Amanda Hutcheson, Parks and Recreation Director

Re: **Agreement with Cincinnati Flooring**

The Parks and Recreation Department is requesting authorization to enter into an agreement with Cincinnati Flooring for annual maintenance to the main gymnasium. They will screen the existing floor and remove all dust and grit. Then they will apply a urethane finish.

I am asking we enter into a 3 -year agreement to lock in the price for 2025-2027. The cost will be \$7200 each year.

Agreement is attached:



3500 Millikin Court, Suite E
Columbus, Ohio 43228

PH 614.876.0316
FAX 614.876.3616

Amanda Hutcheson
Broadview Heights Recreation Center
9543 Broadview Road
Broadview Heights, Ohio 44147

Broadview Heights Rec. Ctr
Main Gym 14,400 sq. ft.

**PROPOSAL
MAINTENANCE AGREEMENT**

We propose to screen the existing wood floor, and then tack the area to remove all dust and grit. We will then apply **one (1) coat of OIL-modified urethane finish** over the entire area less that area under the bleachers.

For the necessary labor, materials and supervision to complete the above, we quote the sum of **Seven Thousand Two Hundred Dollars and Zero Cents (\$7,200.00)**.

NOTE: We cannot guarantee bonding of the finish if any foreign substance such as wax or oil-based cleaner has been used to clean the floor or remove dust. We will need the floor to be completely cleaned out no mats or equipment etc. can be on the floor our fieldworkers will not move any items in the way of them recoating the floor. The floor must be thoroughly cleaned by above named customer (or others), removing all gum, spills, contaminants and any residues that may be present. If your facility uses a scrubber please run WATER ONLY with Red or Blue pad. If this is not done, and there are residues or contaminants present on the floor upon our initial screening – our field personnel will not be able to perform the screen & recoat on the floor.

Our buffers work off the standard 110v outlets

NOTE: You can use the floor in seven (7) days after we complete our work, but we recommend NOT using a covering over the floor for an additional 30 days.

Thank you for the opportunity you have given Cincinnati Floor Company to provide this proposal. **To accept this proposal indicate which option you would like one (1) or three (3) year please review the Terms and Conditions printed on the next page, sign and return one executed copy to our office to the attention of Bobbie Hill bhill@cincifloor.com.**

It is our company's policy to have a signed Proposal on file before we can schedule or commence work. Should you have any questions, please do not hesitate to contact me at 614.876.0316. We look forward to working with you on this project.

_____ One (1) year agreement (Summer 2025 ONLY)

_____ Three (3) year agreement (Summer 2025-2027)

This proposal accepted:

Signature: Samuel J Alai
Print: Samuel J Alai
Title: Mayor

Respectfully submitted,

By: Randal S. Maricle
Title: Regional Sales Manager
Date: 01/17/2025

SCREEN AND RECOAT NOTES

NOTES:

1. Taxes NOT included.
2. We require a mutually agreeable schedule and durations prior to acceptance.
3. All pricing reflects normal working hours only. M-F 7:00am - 3:30pm.
4. This work does NOT include any repairs, work with paint, or touch ups, or other work beyond the normal screen and recoat process. If repairs or paint touch ups are done by others prior to our work, we are not responsible for the bond of our finish with their products.
5. There will be some swirl marks noticeable under the finish because of the necessary mechanical abrasion associated with this process.
6. General Contractor and or Owner is responsible to ensure area is completely cleaned out no mats or equipment etc. can be on the floor. Area must be thoroughly cleaned removing all obstructions, gum, spills, tape, contaminants, and any residues that may be present. Our screening process is NOT a cleaning procedure.
7. Any previous coats of finish that have peeled, will continue to peel. The screening procedure cannot prevent this issue from continuing.
8. There is always a smell associated with the application of the finish. General Contractor and or owner is responsible for planning accordingly.
9. We do NOT include any protection from nor cleanup of dust associated with the screening process into other areas of the building. Any protection prior would be the general contractor and or owners' responsibility.
10. We assume the use of a dumpster provided by the general contractor and or owner. If we are responsible for dumpster provisions this will add an additional cost.
11. We assume all electrical needs standard 110v outlets will be provided by the general contractor and/or owner. If we must provide the electrical needs there will be an additional cost.
12. We do NOT include any cleaning or protection of finished floors.
13. After the floors are finished, area to be kept locked by General Contractor and or Owner to allow curing time for the finish Seven (7) days. We do not recommend using a floor covering for an additional Thirty (30) days.



3500 Millikin Court, Suite E.
Cincinnati, OH 45217

PH 614.876.0316
FAX 614.876.3616

Terms & Conditions

1. This proposal shall be effective for a period of 30 days from the date herein. If not accepted within this period, this proposal shall be considered withdrawn. If Contractor (or Customer) requires Termination of agreement a notice must be provided within 30 days prior to commencement of work to Cincinnati Floor Company, Inc.
2. This proposal, upon acceptance, is subject to the satisfactory credit approval by the Cincinnati Floor Company. If, for any reason, the customer's credit is not acceptable, then this proposal may be voided by the Cincinnati Floor Company by giving notice to the contractor (or customer).
3. This proposal and all of its terms and conditions shall be attached to and become part of any contract entered into by the Cincinnati Floor Company. The conditions herein shall take precedence over any other contract, terms or agreements unless specifically amended and agreed to by the Cincinnati Floor Company.
4. This proposal is based upon the satisfactory payment performance by the contractor (or customer) on any previous job, whether completed or uncompleted. Failure of the contractor (or customer) to meet its contractual agreement for payment on this or previous jobs shall be considered breach of this contract and the Cincinnati Floor Company may consider this agreement terminated by giving notice to the contractor (or customer).
5. All invoices shall be due and payable within thirty (30) days from receipt of invoice, no anticipation or discount allowed, unless terms to the contrary have been made in writing and agreed upon by both parties.
6. This proposal is not subject to any back charges, fees or other expenses unless such items have been made in writing and approved by the Cincinnati Floor Company.
7. Should any amount remain past due after the agreed payment date, this proposal is subject to a 1 ½% per month service charge of the unpaid balance, and such charges shall be considered a part of the proposal. Any breach of paragraphs eight (8) or nine (9) shall subject such sums to service charges as outlined in this paragraph.
8. Upon acceptance of this proposal, the contractor (or customer) agrees that at any time the percentage of retainage is reduced by the architect, owner or lessee, the contractor (or customer) shall remit any amount being withheld as retainage less the reduced percentage.
9. At such time, and no longer than 15 days thereafter that the contractor (or customer) shall have received his final draw or the architect, owner or lessee shall have accepted the project, whichever is earlier, the contractor (or customer) shall remit all sums due and unpaid to the Cincinnati Floor Company.
10. The Cincinnati Floor Company may, without prior notice or penalty for delay, stop all labor and material on this project when the contractor (or customer) has breached the terms and condition of payment, and the contractor (or customer) shall defend and hold harmless the Cincinnati Floor Company against all parties who shall claim damages against them for this action in any court of law or in any jurisdiction.
11. It is agreed that all material shipped to this job shall be invoiced and paid for prior to the commencement of this work.
12. If a dispute arises, non-binding mediation would be used prior to arbitration.
13. A waiver by the Cincinnati Floor Company of any of the foregoing terms and conditions shall not be considered a waiver of any other term or condition.