

## MEMORANDUM

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**DATE:** February 9, 2015

**TO:** Honorable Mayor and City Commission

**VIA:** Kenneth Fields, City Manager

**FROM:** James Slaton, Public/Support Services Director

**SUBJECT:** Contract Award – Signature Sports Flooring

**SYNOPSIS:** Staff is requesting Commission approval to contract Signature Sports Flooring for the replacement of the gym floor in the Albert Kirkland Sr. Gymnasium.

### RECOMMENDATION

It is recommended that the City Commission take the following action(s):

1. Approve the contract with *Signature Sports Flooring*.
2. Authorize the City Manager to execute the necessary documents on behalf of the City.

### BACKGROUND

The hardwood gym floor in the Albert Kirkland, Sr. Gymnasium is well past its useful life and in need of replacement. The floor has been sanded and refinished so many times over the years that the nail heads fastening the floor down are on the verge of protruding out, creating a potential safety hazard. The City Commission appropriated funds in the FY14/15 adopted budget to replace the gym floor.

Staff recommendation is to replace the existing hardwood floor with a pad and pour polyurethane floor. Polyurethane floors cost approximately 40% less than hardwood floors, they require less maintenance than hardwood floors, they have renewable wear surfaces that can easily be restored, they are seamless and they meet the LEED certification requirements for use of recycled products. The flooring will be installed directly over the existing flooring, eliminating the burden of removing the old flooring.

The existing bleachers in the gymnasium are in poor shape as well and will not function well with the new flooring. The bleachers will be replaced with lightweight aluminum bleachers that fold up more compactly into the walls. This is included for informational purposes and is not part of the scope of services provided by Signature Sports Flooring.

Staff will coordinate the installation of the new flooring to align with the Boys and Girls Club's annual vacation schedule near the end of August. The installation will occur while the gymnasium is already closed.

The proposal of \$68,211.87 submitted by Signature Sports Flooring is based on a General Service Administration contract schedule (#GS-03F-059AA). Purchases made from GSA contracts are exempted from the competitive bid requirement outlined in our Purchasing Ordinance, Sec. 2-418, which allows us to capitalize on the Federal Government's economy of scale and it reduces the timeline of acquisition.

### OTHER OPTIONS

The City Commission may direct staff to solicit additional bids for this service.

### FISCAL IMPACT

\$68,211.87 is \$11,788.13 less than budgetary appropriations for this item ( $\$80,000 - \$68,211.87 = \$11,788.13$ ). However, the remaining funds will be used for acquiring new bleachers.

#### **ATTACHMENTS**

Contract Proposal  
Installation Agreement  
SignaFlor Information



## Installation Agreement

### Scope of Work

Signature Sports Flooring (SSF) will deliver and install flooring as proposed in the attached quotation. The installation will be in accordance with the approved layouts from the customer/architect/general contractor in charge of the facility.

This proposal excludes removal of the existing floor, floor preparation, moving of furniture, attic stock, union labor, prevailing wages, moisture testing, moisture re mediation, and off hours work, unless otherwise specifically stated on the original quotation.

### Terms and Conditions

- All floor preparation, including the removal of the existing floor, unless otherwise stated on the quotation, is the responsibility of the general contractor or owner. If required, floor preparation will be on a time and materials basis of \$75 per man hour.
- Signature Sports Flooring cannot handle the removal of asbestos tile or asbestos adhesives. Said removal is the responsibility of the contractor or end user who shall handle the material removal according to federal laws.
- Signature Sports Flooring cannot guarantee any direct glue installation over an existing floor covering, adhesive, asphalt, a disbonding agent, wax, a floor finish, a painted surface, and/or a curing compound. In order for SSF to properly install the floor, the said list must be removed by the Owner. If the Owner requests that Signature perform the work, it shall be at an additional cost.
- All material quantities are subject to approval and acceptance by the Owner. Any overage due to poor measurements or inaccurate blueprints provided by the owner will be at the cost of the Owner. Signature will not reimburse or repurchase any unused product, unless the surplus product was the direct responsibility of Signature Sports Flooring. If Signature is at fault, the repurchase of material from the Owner will be limited to full rolls of material.
- Areas to be completed should be free of all other trades and owner shall ensure proper lighting and room temperature within product standards to insure proper installation. Persons not employed by Signature stepping or working on floorings less than 48 hours after installation, causing shifting of tiles or bubbling of rolled goods will be responsible for time incurred to repair the work to satisfactory conditions.
- SSF is not responsible for any damage done to walls, doors, or moldings, which occurred during the normal installation of the floor. Extra work or service not specified or known at the date of acceptance hereof will be at an additional charge.
- All materials will remain the property of Signature Sports Flooring until full payment is made. The materials must not be moved without the written consent of Signature Sports Flooring.
- Signature Sports Flooring expressly warrants that all labor and workmanship, except as stated elsewhere in the terms and conditions, that proves defective due to normal use and wear within a one (1) year period will be repaired and/or replaced at the discretion of Signature Sports Flooring. Purchaser must notify Signature Sports Flooring in writing within five days of discovering a defect and must allow SSF a reasonable amount of time to respond to said complaint subsequent to notification by the Purchaser.

This proposal assumes that the areas specified are not occupied, unless otherwise noted here. There will be a charge for furniture removal, take-up of existing flooring, floor preparation, and/or padding.

Initials \_\_\_\_\_

## Installation Agreement

Signature Sports Flooring will install or subcontract out the installation of the flooring in accordance with state laws. Our installation team will be bonded and insured to manage and complete the installation process. Signature Sports Flooring will furnish all labor, supervision, services, materials, tools, transportation and storage of equipment and all other things required to perform the work required to properly install all product supplied by SSF, unless otherwise specifically stated on the original quotation.

SSF's hours of labor may vary and the customer can request certain days and times, however SSF cannot guarantee that this type of request will be granted. Signature will ensure that the work stated above is done properly and in a timely, professional manner. The work done will be only that stated in the attached quote. Any other services will be quoted on a case by case basis and will require a separate quotation.

Please ensure that power will be available for all electrical tools and that adequate lighting is present at all times during installation. Please ensure the temperature inside the facility is above 65 degrees. This is the ideal temperature for installation of floor coverings.

The color of flooring may not exactly match the sample due to variation in dye lots. Seams may be visible. We cannot guarantee seams to be invisible due to the nature of the seaming process and the materials used, however seams will be made according to industry standards.

Any sheet vinyl, vinyl tile or linoleum which has been installed for ten (10) years or longer may contain asbestos. If there is any question as to whether or not your existing flooring contains asbestos, we will not remove it. We can float over the existing flooring if it is in good enough condition. If removal of older flooring that may have asbestos is required, you must contact a certified asbestos abatement company to do the removal and disposal of the flooring. We are not responsible for squeaks, rot, or other structural problems in existing subfloors.

## Sub Flooring

There may be problems under your existing carpet or flooring which are not visible until that existing surface is removed. If the problem areas need to be repaired in order for your new floor covering to be installed properly, there will be additional charges for you to pay for these repairs. Hidden problems are not covered by your original purchase agreement.

## Owner's Responsibility

The owner's responsibility shall include but not be limited to the following:

- **Ensure that the work area is clear and free of debris and/or obstacles**, which may include the removal of equipment, machines, flooring, debris or other materials that may be considered an obstruction. Note that any obstruction in the work area may prevent Signature from completing the floor installation in a timely manner and within the scheduled installation period. In such cases, Signature will not be liable. In the event that the Owner wishes to have SSF remove the existing floor, he or she must clearly indicate this to Signature and insure that the scope of work is included in the initial quote and described in detail.
- **Ensure that no other contractors are working in the same room as SSF** during the scheduled floor installation.
- **Store all shipped materials in a temperature controlled environment** prior to the arrival of the SSF installation team and installation of the floor.
- **Acquire any and all permits and approval required** to install the floor in the facility shall be the responsibility of the Owner and must be obtained prior to the arrival of the SSF installation team on-site. If the customer needs assistance with this, please bring it to the attention of your SSF sales representative and he/she will be happy to assist in any way possible.
- **Perform a thorough inspection of all work and materials and sign a "Job Completion" form, upon completion of the installation and prior to the departure of the SSF installation team.** Said inspection shall occur immediately after completion of the installation and be coordinated by the installation team with the Owner upon arrival. Should the Owner have any questions or issues during the inspection, the SSF installation team will be onsite to resolve said issues. Should all work and materials be to the satisfaction of the Owner, he or she shall complete and sign a "Job Completion" form, which will be provided by the installation team and shall release Signature Sports from any liability associated with the installation of the floor and materials that resides outside the scope of the installation, product, and manufacturer's warranties.

**IMPORTANT:** *The Owner's failure to attend the scheduled inspection or to submit a signed "Job Completion" form shall automatically signify that all work and installed materials are to his or her satisfaction. Any complaints and or issues that arise thereafter that fall outside the warranty coverage shall be corrected by SSF at the Owner's expense. Said costs shall be calculated by a SSF representative and sent to the Owner for approval.*

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## Additional Terms

Delivery – Delivery dates are usually accurate, however understand that delivery dates cannot be guaranteed due to delays beyond the control of Signature Sports Flooring. If the Owner requests a delivery to be delayed, he or she must notify SSF at least 5 days in advance of the scheduled delivery date. If the Owner requests to cancel an order after the material has shipped, the owner will be responsible for a non negotiable 25% cancellation fee as well as the cost to return the shipment.

Installation – Installation dates and durations can only be scheduled and agreed upon once the Owner returns a signed quote. Installation dates are usually accurate and Signature will do its best to meet the Owner's facility and time requirements, however, understand that Signature may have to address unforeseen conditions that may extend the duration of an install. If this is the case, any additional labor, time, and material costs will be the responsibility of the Owner. If the Owner requests to change the installation date, he or she must notify SSF immediately. Any request to reschedule the installation date that is not received within 21 days of the scheduled install date will be subject to a non negotiable 15% surcharge of the overall project value.

Electrical/Plumbing – Signature will not remove, cover, or reinstall any electrical items, outlets, or switches that are directly wired to your facility. When concerned with the installation of a floor in a bathroom/locker room, all toilets, stall dividers and/or benches must be removed in advance. The removal/installation of drains will not be the responsibility of Signature but that of the Owner, who can coordinate such activities with a certified, local plumber.

**This proposal expires 30 days from date indicated on quotation.**

If you have any questions or would like any additional information, please do not hesitate to contact us at 1-800-705-1544. Upon acceptance of this quotation, please sign and return one copy via email to [sales@signaturesportsflooring.com](mailto:sales@signaturesportsflooring.com) or fax to 972-755-3060.

Thank you!

Doug Bax  
Division Manager

Initials \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_



1201 Lakeside Parkway · Flower Mound, TX 75028 · [www.signaturesystemsgroup.com](http://www.signaturesystemsgroup.com)

Toll free: 800-705-1544 · Direct: 972-755-3060 · Fax: 972-874-1118



Quote Information

Quote Number	20009355	Address	1201 Lakeside Parkway, Suite 150 Flower Mound, TX 75028
Created Date	5/26/2015	Prepared By	Doug Bax
Expiration Date	9/19/2014	Phone	(212) 953-1116 x
Terms	PREPAID	E-mail	dbax@signaturesportsflooring.com
		Fax	(972) 874-1118

Address Information

Bill To	City of Lake Wales 201 W Central Ave Lake Wales, FL 33853	Ship To	City of Lake Wales 201 W Central Ave Lake Wales, FL 33853
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Product	Color	Product Description	Additional Information	Quantity	Sales Price	Total Price
SFLOR-A		SignaFlor - Adhesive-57 lbs/kit-covers ~400 sf		27.00	USD 159.05	USD 4,294.35
SFLOR-S		SignaFlor - Sealer, covers 350 sqft		48.00	USD 115.73	USD 5,555.04
SFLOR-WC		SignaFlor - Wear Coat, 37 lbs/ kit, covers 90 sqft		92.00	USD 125.73	USD 11,567.16
SFLOR-WC		SignaFlor - Wear Coat, 37 lbs/ kit, covers 90 sqft	5252 for Bleachers area	10.00	USD 240.00	USD 2,400.00
SFLOR-WTC	BEIGE	SignaFlor - Water-Based Top Coat - covers 552 sqft	Main Floor Color	10.00	USD 345.00	USD 3,450.00
RDU-7MM		RubberDeck - Underlayment, 7mm x 59" x 82'		24.00	USD 407.03	USD 9,768.72
SFLOR-LP	DARK BLUE	SignaFlor - Line Paint - 400 linear ft.	Pickleball Color	1.00	USD 166.05	USD 166.05
SFLOR-LP	Orange	SignaFlor - Line Paint - 400 linear ft.	Border, Lanes, and Center Circle.	7.00	USD 166.05	USD 1,162.35
SFLOR-LP	GRAY	SignaFlor - Line Paint - 400 linear ft.	Practice Volleyball Color	1.00	USD 166.05	USD 166.05
SFLOR-LP	Black	SignaFlor - Line Paint - 400 linear ft.	Basketball Color	1.00	USD 166.05	USD 166.05
SFLOR-LP	YELLOW	SignaFlor - Line Paint - 400 linear ft.	Practice Basketball Color	1.00	USD 166.05	USD 166.05
SFLOR-LP	White	SignaFlor - Line Paint - 400 linear ft.	Volleyball Line Color	1.00	USD 166.05	USD 166.05
SSF-CB4		Cove Base - 4"x1/8", 120' per case - specify color		4.00	USD 109.25	USD 437.00
LABOR		Labor Resource Placholder		1.00	USD 25,400.00	USD 25,400.00
FREIGHT		Freight Charges		1.00	USD 3,347.00	USD 3,347.00



Subtotal	USD 68,211.87
Total Sales Tax	USD 0.00
Grand Total	USD 68,211.87

#### Additional Information

Install of 7 + 2 Signaflor system directly over existing 113 x 80 hardwood court. Raise vanity plates in existing floor. Seal existing floor, and then begin install of 7 + 2 System. Price valid for 1 Top Coat Color, basketball, volleyball, pickle ball game lines. Customer responsible for removal of bleachers prior to install. Customer to accept delivery of materials to store inside gym and provide area for waste.

GSA Contract # GS-03F-059AA

#### Freight Information

Delivery Option    Delivery  
Pickup Location    N/A  
What are the        9-2  
delivery hours?

#### Quote Acceptance Information

Signature \_\_\_\_\_  
Name            \_\_\_\_\_  
Title            \_\_\_\_\_  
Date            \_\_\_\_\_

#### Terms and Conditions

##### **Placing an Order**

- a) Quotations are valid for up to 30 days. If quotes are 31 days or older, please call to ensure that prices have not changed.
- b) Shipping may be longer during peak season.

##### **Order Payment**

- a) We accept hard-copy Purchase Orders from schools and municipalities in the U.S.
- b) To qualify for Net 30 terms, please complete and send in the Credit Application.
- c) We accept all major credit cards, including: Visa, MasterCard, American Express and Discover.

##### **Shipping**

- a) Unless you select your own shipper, we will choose the best shipper based on your order, destination and delivery time.
- b) At the time you place the order, we will provide our best estimate for delivery times.

##### **Return Policy**

- a) Defective products will be exchanged promptly.
- b) Product damaged in transit: we will exchange products that were damaged in transit providing that we are made aware of the damage at the time of delivery. Important: Customer must note on bill of lading, in the presence of the driver, that product was received in a damaged condition. If possible, please take digital photos to provide visual proof of damage. Without a notation of damage we are unable to file a claim



against the shipping carrier and may be unable to provide replacement.

c) We accept returns of unused and undamaged non-defective product within 10 business days. There is a minimum 15% restocking fee and the customer is responsible for all round-trip freight charges. After product has been inspected and the return has been approved, we will issue a refund in the same form that we received payment (i.e. if you paid by credit card, we will issue a credit card refund, etc.). We cannot accept returns of used product. Customer must carefully repack materials in a manner suitable for return shipment without damage. Customer is responsible for any damage incurred during return shipment.

d) We are not able to accept returns on custom orders.

**Cancel Policy**

We reserve the right to charge a cancellation fee of the greater of \$200 or 1% of the invoice price for any canceled order prior to shipment. Orders canceled after shipment is subject to our Return Policy.

**Pickups**

It is possible to pickup product directly from our warehouses. All pickups must be arranged at least one day in advance of pickup date.

*Please note: customers that pickup in their own vehicle (vs. common carrier) are required to pay applicable sales tax*

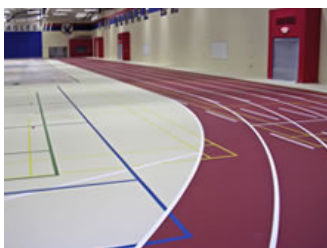




## Seamless Flooring For Gymnasiums

### Pad & Pour Gymnasium Floor Alternative To Hardwood With Shock Absorbency & Flexibility

Are you looking for hardwood gymnasium floors but don't have the budget to afford one? SignaFlor is a low-maintenance pad and pour athletic floor surface that is seamless, durable, and highly shock absorbent to reduce the risk of injury to athletes, making it an excellent alternative to hardwood floors for gymnasiums. SignaFlor makes a great surface for [multi-purpose rooms](#), [weight room floors](#), [indoor running track surfaces](#), [gym floors](#), [aerobics room flooring](#) & [locker room floors](#). This **pad and pour floor's** ability to be modified to your optimum coefficient of friction makes it very versatile, and its shock absorbency & seamless uniformity makes it the ideal surface when wanting to build a safe environment. When comparing pad and pour floors vs. [hardwood gym floors](#), there are many clear benefits and advantages that this seamless floor offers.



### The Benefits Of A Pad & Pour Polyurethane Gymnasium Floor

Available in 12 standard [seamless floor surface colors](#) and 7 line colors, with custom options so you can match your school or corporate colors. Take your team's spirit to new heights and strike fear and intimidation to visiting opponents with a professional graphic display of your logo and color scheme.



Want cost savings to come from your [sports flooring](#)? This can be the last [athletic surface](#) you would need to buy for your gymnasium. SignaFlor has a renewable wear surface that can easily be restored, making it capable of lasting the life of the facility! Updated your school colors or had a mishap that damage part of the floor? It's easy to repair small areas, change colors or modify floor graphics if necessary, a feat that [wood sports floors](#) cannot match without being expensive and time consuming.



Being an ultra-tough, resilient **gymnasium flooring** surface means you can hold non-sporting events like parties, rallies & dances, with the ability to hold-up to non-athletic footwear, tables, moving chairs & bleachers.

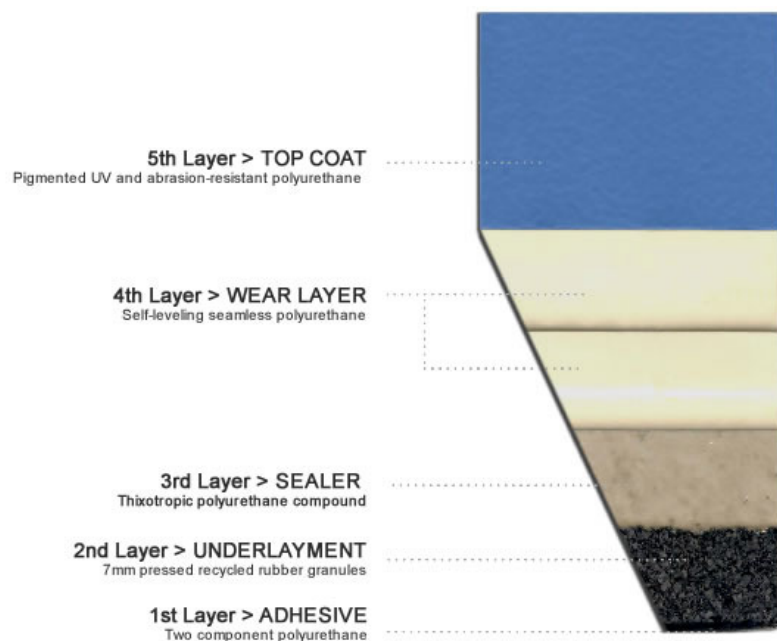
SignaFlor meets LEED certification requirements for use of recycled products. The shock absorbing rubber mat layer is made from 100% recycled tires. Instead of chopping down precious trees, your seamless gymnasium floor can help the environment by reducing landfill waste.

SignaFlor **pad and pour flooring** utilizes a seamless polyurethane structural layer that is strong, durable and free of mercury, lead and other heavy metals.

SignaFlor offers the ability to adjust its level of shock absorption during installation to meet your specific needs and requirements. It's characterized by a consistent system thickness for superior force reduction, controlled performance, and is available in different densities and thickness to adapt to unique applications.

SignaFlor's customizable capabilities as a **seamless floor** meets any application need for every age group, activity, and budget.

#### How does SignaFlor pad and pour athletic flooring work?



**Contact One Of Our SignaFlor Seamless Gymnasium Floor Experts Today!**