

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2012-0672

**Innoprise Contract #:** C12-0119

**Year:** 2013

**Amount:** \$26,010.00

**Department:** Building Maintenance - Dennis Wokurka

**Contract Type:** installation

**Contractors Name:** Consolidated Tile & Carpet

**Contract Description:** Civic Center Carpet Replacement

MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100

[www.orland-park.il.us](http://www.orland-park.il.us)



**VILLAGE HALL**

TRUSTEES  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich

January 10, 2013

Mr. Craig Philips  
Consolidated Tile & Carpet  
9981 W 190<sup>th</sup> Street, Suite C  
Mokena, Illinois 60448

**RE: NOTICE TO PROCEED**  
***Civic Center Carpet Installation***

Dear Mr. Philips:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact Frank Stec at 708-403-6139 or Dennis Wokurka at 708-403-6374 to arrange the commencement of the work. It is my understanding that the week of January 28<sup>th</sup> is best for the Civic Center.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated December 18, 2012 in an amount not to exceed Twenty Six Thousand Ten and No/100 (\$26,010.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl:  
cc: Frank Stec

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orland-park.il.us](http://www.orland-park.il.us)



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich

December 18, 2012

Mr. Craig Phillips  
Consolidated Tile & Carpet Company  
9981 West 190<sup>th</sup> Street, Suite C  
Mokena, Illinois 60448

**NOTICE OF AWARD – CIVIC CENTER CARPET REPLACEMENT**

Dear Mr. Phillips:


This notification is to inform you that on December 17, 2012, the Village of Orland Park Board of Trustees approved awarding Consolidated Tile & Carpet Company the contract in accordance with the bid you submitted dated October 25, 2012, for Civic Center Carpet Replacement for an amount not to exceed Twenty Six Thousand Ten and No/100 (\$26,010.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 7, 2013.

1. I am enclosing the Contract for Civic Center Carpet Replacement. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall, located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,

  
Contract Administrator

cc: Frank Stec

**VILLAGE OF ORLAND PARK**  
**Civic Center Carpet Replacement**  
(Contract for Small Construction or Installation Project)

This Contract is made this **18th day of December, 2012** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Consolidated Tile & Carpet Company (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- The Invitation to Bid, issued October 24, 2012
- The Instructions to the Bidders, including addendum #1

The Bid Proposal as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

*Furnishing and installing Shaw, Eco Solution (1) Premium Nylon Carpet Tile with new 4" Vinyl Cove Base and Black Rubber Transitions to tile. Included in the scope of work is the removal of the existing Unitary back carpet (which is glued down), existing cove base, the scraping and cleaning of existing floor as preparation to receive new carpet tile*

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

**TOTAL: an amount not to exceed Twenty Six Thousand Ten and No/100 (\$26,010.00) Dollars**

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by February 15, 2013, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is

exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*).

**SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

**SECTION 8: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orland-park.il.us

**To the CONTRACTOR:**

Craig Phillips, Contract Manager  
Consolidated Tile & Carpet Company  
9981 West 190<sup>th</sup> Street, Suite C  
Mokena, Illinois 60448  
Telephone: 708-326-3000  
Facsimile: 708-326-3010  
e-mail: consolidatedtileandcarpet@live.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 10: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 11: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

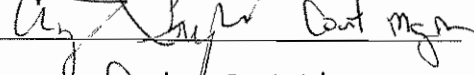
FOR: THE VILLAGE

By:   
Print name: Paul G. Grimes  
Village Manager

Its: Village Manager

Date: 1/4/13

FOR: THE CONTRACTOR

By:   
Print name: Craig Phillips

Its: Contract Manager

Date: 12-20-12

## BIDDER SUMMARY SHEET

### Civic Center Carpet Replacement 2012

Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Consolidated Tile & Carpet Company

Address: 9981 West 190th Street, Suite C

City, State, Zip Code: Mokena, IL 60448

Contact Person: Graig Phillips

FEIN #:

Phone: (708) 326-3000 Fax: (708) 326-3010

E-mail Address: consolidatedtileandcarpet@live.com

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. 1, Dated October 25, 2012

Addendum No. , Dated

**TOTAL BID PRICE:** \$ 26,010.00

Signature of Authorized Signee: 

Title: Contract Manager Date: October 25, 2012



## BUSINESS ORGANIZATION:

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this bid.


\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

  X   Corporation: State of incorporation: Illinois  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Consolidated Tile & Carpet Company (Corporate Seal)  
Business Name

 William C. McGrath  
Signature Print or type name

Vice President October 25, 2012  
Title Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT:      THIS CERTIFICATION MUST BE EXECUTED.**

I, William C. McGrath, being first duly sworn certify  
and say that I am Vice President  
(insert "sole owner," "partner," "president," or other proper title)

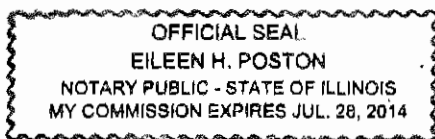
of Consolidated Tile & Carpet Company, the Prime  
Contractor submitting this proposal, and that the Prime Contractor is not barred from  
contracting with any unit of state or local government as a result of a violation of either Section  
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-  
rotating" of any state or of the United States.

*William C. McGrath*

\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 25th Day  
of October, 2012.

*Eileen H. Poston*  
\_\_\_\_\_  
Notary Public



## **EQUAL EMPLOYMENT OPPORTUNITY**

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

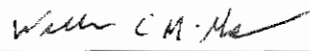
ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

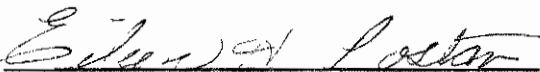
G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

NAME: William C. McGrath

SIGNATURE: 

WITNESS: 

DATE: October 25, 2012

**CERTIFICATION OF COMPLIANCE WITH THE  
ILLINOIS PREVAILING WAGE ACT  
(820 ILCS 130/0.01, et seq.)**

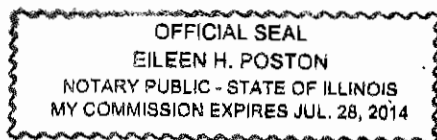
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

**Contractor:**

By: William C. M. [Signature]  
(Authorized Officer)

Subscribed and Sworn to  
before me this 25th day  
of October, 2012

Eileen H. Poston  
Notary Public



**VILLAGE OF ORLAND PARK  
CONTRACTOR'S CERTIFICATION  
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

William C. McGrath, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

Consolidated Tile & Carpet Company, having submitted a proposal for:  
(Name of Company)

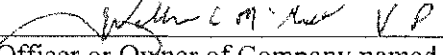
Civic Center Carpet Replacement  
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:


1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that  
Craig Phillips is/are currently participating  
(Name of employee/driver or "all employee drivers")  
in a drug and alcohol testing program pursuant to the aforementioned rules.

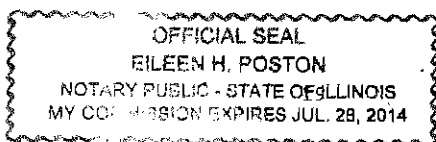
- X4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or
- 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By:   
Officer or Owner of Company named above

Subscribed and sworn to  
Before me this 25th  
Day of October, 2012.

  
Notary Public



# **Consolidated Tile & Carpet Company**

## **Substance Abuse Program**

**(Date)** \_\_\_\_\_

In a commitment to safeguard the health of our employees and to provide a safe environment for everyone, Consolidated Tile and Carpet Company has established a drug-free workplace policy.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We would like to encourage those who use illegal drugs or abuse alcohol to seek help in overcoming their problem. Employees who do so will be able to retain their job position in good standing.

While this company understands that employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

Employees are given notice as of the above date that it is a condition of employment to refrain from reporting to work, or working with the presence of drugs or alcohol in his or her body. Employees are subject to drug testing under the standards of this policy on \_\_\_\_\_, which is 60 days from the above date.

## **II. DEFINITIONS**

- A. "Legal Drug"** - Prescribed drug or over-the-counter drug which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.
- B. "Illegal Drug"** - Any drug (a) which is not legally obtainable, (b) which may be legally obtainable but has not been legally obtained, or (c) which is being used in a manner or for a purpose other than as prescribed.

## **III. POLICY AND WORK RULE**

This policy is to employ a work force free from use of illegal drugs and abuse of alcohol, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense.

It is a standard of conduct for employees of the company that no employee shall report to work or work with the presence of illegal drugs or alcohol in his or her body. In order to maintain this standard, the company shall establish and maintain the programs and rules set forth below.

## **A. Drug Testing of Applicants**

All job applicants at this company will undergo screening for the presence of illegal drugs as a condition for employment.

Any applicant with a positive test result will be denied employment at that time but may initiate another inquiry with the company after six months.

## **B. Drug Testing of Employees**

This company will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug screen:

1. **When there is a reasonable suspicion** to believe that an employee is using or has used illegal drugs or is abusing or has abused alcohol;

Circumstances that could be indicators of a substance-abuse problem and considered reasonably suspicious are as follows:

- **Information that an employee has caused, or contributed to, an accident while at work.** "Accident" includes injury to person(s) and/or damage to equipment or property.
- Observable phenomena while at work - such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use provided by a reliable and credible source and independently corroborated.
- Evidence that an individual has tampered with a drug test during his employment with the current employer.
- Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

Whenever possible, the supervisor should have the employee observed by a second supervisor or manager before requiring testing. Employees who refuse substance testing under these circumstances will be terminated and forfeit workers' compensation medical and indemnity benefits.



2. **As a follow-up to Employee Assistance.**

If the employee, in the course of employment, enters an Employee Assistance Program or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program. In that case, follow-up testing is optional. If follow-up testing is required, it must be conducted at least once a year for a two-year period after completion of the program. Advance notice of a follow-up testing date will not be given to the employee.

3. **When the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination** that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
4. **At other times and under such circumstances as deemed appropriate** by company management and current state and/or federal standards. Employees will be given adequate notice of any addition/change/deletion in the company's drug testing requirements.

**C. Employee Assistance Program**

This company does not maintain an Employee Assistance Program (EAP). The purpose of an EAP is to provide help to employees and their families who suffer from alcohol, drug abuse or other problems. We do, however, maintain a list of local providers of employee assistance, drug and alcohol treatment and family services that employees may access without company involvement.

It is the responsibility of an employee to seek assistance from an EAP **before** alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently using an EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

An EAP will provide appropriate assessment, evaluation and counseling and/or referral for treatment of drug and alcohol abuse. Such employees may be granted leave with a conditional return to work, depending on successful completion of the agreed-upon appropriate treatment regimen, which may include follow-up testing.

The cost of seeking assistance from an EAP or other provider will be the responsibility of the employee and is subject to provisions of the company's health insurance plan, if any. Please consult the provider for specifics concerning this issue.

## **D. Grounds for Termination or Discipline**

### **1. Illegal Drug Use**

The following are considered violations of the drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:

- Refusing to take a company-required drug test
- Failing a company-required drug test (a *positive* test result)
- An employee bringing illegal drugs onto the company's premises or property (including company vehicles)
- Possession of illegal drugs or drug paraphernalia on the employee's person
- Using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug (as previously defined) while on company business or at any time during the hours between the beginning and ending of the employee's workday, whether on company property or not.

### **2. Alcohol Abuse**

The following are considered violations of the drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:

- Refusing to take a company-required alcohol test
- Failing a company-required alcohol test
- An employee who is under the influence of alcoholic beverages at any time while on company business or at any time during the hours between the beginning and ending of the employee's workday, whether on company property or not (including company vehicles)

An employee shall be determined to be under the influence of alcohol if -

- a. the employee's normal faculties are impaired due to consumption of alcohol
- or if**
- b. the employee has a blood-alcohol level of .04 or higher.

## **E. Confidentiality**

1. All information, interviews, reports, statement memoranda, and drug-test results, written or otherwise, received by the employer through a drug-testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter 440, F.S (Workers' Compensation).
2. This subsection (confidentiality) does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug-test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

## **F. Medication Reporting Procedure**

Employees or job applicants may confidentially report to the employer the use of prescription or nonprescription medications both before and after being tested. Additionally, employees and job applicants shall receive notice of the most common drugs or medications - by brand name or common name, as applicable, as well as by chemical name - which may alter or affect a drug test. (A listing of these is attached.)

## **G. Reporting of Test Results**

Employees or job applicants who receive a positive confirmed test result may contest or explain the result to the employer within 5 working days after receiving written notification of the test result. Employees and job applicants also may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration (AHCA), as outlined below.

## **H. Challenges to Test Results**

1. A requirement of a drug-free workplace program is that within five working days after receiving the notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and why the result does not constitute a violation of the employer's policy. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written response as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such documentation shall be kept confidential by the employer pursuant to confidentiality provisions outlined above, and shall be retained by the employer for at least 1 year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims, or, if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is settled.

## **I. Drugs To Test For**

The company may test for any or all of the following substances:

<b>Drugs</b>	<b>Trade or Common Name</b>
Alcohol	Liquor, Beer, Booze
Amphetamines	Biphetamine, Desoxyn, Dexedrine
Cannabinoids	Marijuana, Pot, Grass
Cocaine	Coke, Flake, Snow, Crack
Phencyclidine HCl	PCP, Angel Dust
Methaqualone HCl	Quaalude
Opiates	Paregoric, Morphine, Tylenol with
Codeine	Barbiturates Phenobarbital, Amytal, Nembutal, Secon
Benzodiazepines	Librium, Valium, Halcion, Restoril
Synthetic Narcotics	Methadone-Polophine, Methadose
	Propoxyphene-Darvocet, Darvon-N,
	Dolene

## **J. Collective Bargaining**

This company has no collective bargaining agreement.

## **K. Consultation Rights**

Employees and applicants have the right to consult a Medical Review Officer (MRO) for technical information regarding prescription and nonprescription medications.

## DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read the Drug-Free Workplace Policy, a summary of the drugs which may alter or affect a drug test and a list of local Employee Assistance Programs and drug and alcohol treatment programs. I have had an opportunity to have all aspects of this material fully explained. I also understand that I must abide by the policy as a condition of initial and/or continued employment, and any violation may result in disciplinary action up to and including discharge.

Further, I understand that during my employment I may be required to submit to testing for the presence of drugs or alcohol. I understand that submission to such testing is a condition of employment with the Company and disciplinary action up to and including discharge may result if:

- 1) I refuse to consent to such testing
- 2) I refuse to execute all forms of consent and release of liability as are usually and reasonably attendant to such examinations
- 3) I refuse to authorize release of the test results to the Company
- 4) The tests establish a violation of the Company's Drug-Free Workplace Policy
- 5) I otherwise violate the policy.

I also understand that if I am injured in the course and scope of my employment and test positive or refuse to be tested, I forfeit my eligibility for medical and indemnity benefits under the Workers' Compensation Act.

I ALSO UNDERSTAND THAT THE DRUG-FREE WORKPLACE POLICY AND RELATED DOCUMENTS ARE NOT INTENDED TO CONSTITUTE A CONTRACT BETWEEN THE COMPANY AND ME.

***THE UNDERSIGNED FURTHER STATES THAT HE OR SHE HAS READ THE FOREGOING ACKNOWLEDGEMENT AND KNOWS THE CONTENTS THEREOF AND SIGNS THE SAME OF HIS OR HER OWN FREE WILL.***

---

Signature

---

Date

---

Witness

---

Date

## OVER-THE-COUNTER AND PRESCRIPTION DRUGS WHICH COULD ALTER OR AFFECT DRUG TEST RESULTS

**Purpose of this form:** The use of this form is to alert you of the possible influence that prescription drugs may have on the outcome of a drug test. It is for your information only at this time. If necessary, any question about the outcome of a drug test will be addressed by a licensed physician.

<b>Alcohol</b>	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof)/
<b>Amphetamines</b>	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
<b>Cannabinoids</b>	Marinol (Dronabinol, THC).
<b>Cocaine</b>	Cocaine HCl topical solution (Roxanne).
<b>Phencyclidine</b>	Not legal by prescription.
<b>Methaqualone</b>	Not legal by prescription.
<b>Opiates</b>	Paregoric, Parapectolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
<b>Barbiturates</b>	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.
<b>Benzodiazepines</b>	Ativan, Azene, Clonopin, Dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
<b>Methadone</b>	Dolophine, Metadose.
<b>Propoxyphene</b>	Darvocet, Darvon N, Dolene, etc.

**APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION**

I, Craig Phillips, having been first duly sworn depose  
and state as follows:

I, Craig Phillips, am the duly authorized  
agent for Consolidated Tile & Carpet Company, which has  
submitted a bid to the Village of Orland Park for

Civic Center Carpet Replacement and I hereby certify  
(Name of Project)

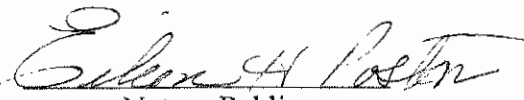
that Consolidated Tile & Carpet Company  
(Name of Company)

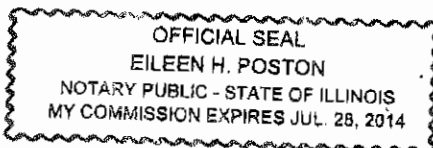
participates in apprenticeship and training programs approved and registered with  
the United States Department of Labor Bureau of Apprenticeship and Training.

By: 

Title: Contract Manager

Subscribed and Sworn to  
Before me this 25th  
Day of October, 2012

  
Notary Public



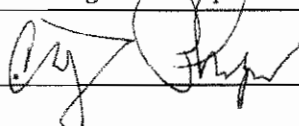
## REFERENCES

(Please type)

ORGANIZATION Waner Enterprises  
ADDRESS 10150 Virginia Avenue, Suite J  
CITY, STATE, ZIP Chicago Ridge, IL 60415  
PHONE NUMBER (708) 423-8200  
CONTACT PERSON Jim Waner  
DATE OF PROJECT Various

ORGANIZATION Standard Bank & Trust  
ADDRESS 7725 W. 98th Street  
CITY, STATE, ZIP Hickory Hills, IL 60457  
PHONE NUMBER (708) 499-2062  
CONTACT PERSON Mark Oganovich  
DATE OF PROJECT Various

ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
DATE OF PROJECT \_\_\_\_\_

Bidder's Name: Craig Phillips  
Signature & Date:  Contract mgr October 25, 2012



## INSURANCE REQUIREMENTS

*Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's*

### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

### **EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence

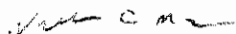
\$2,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 25th DAY OF October, 2012



Signature

William C. McGrath, Vice President

Printed Name & Title

Authorized to execute agreements for:

Consolidated Tile & Carpet

Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hicks Insurance 19144 S 88th Ave Mokena IL 60448		<b>CONTACT</b> NAME: Eileen O'Brien PHONE (A/C No. Ext): (708) 532-7474 FAX (A/C No.): (708) 532-7677 E-MAIL ADDRESS: eileen@hicksinsurance.com	
<b>INSURED</b> CONSOLIDATED TILE & CARPET CO 9981 W 190TH ST Suite C MOKENA IL 60448		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Heritage Mutual NAIC # 14184 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** CL122301708 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			K60643	2/1/2012	2/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
	A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			K60643	2/1/2012	2/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist Bl split \$ 1,000,000	
		A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			K60643	2/1/2012	2/1/2013	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 DED RETENTION \$
A			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	K60643	2/1/2012	2/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured on a Primary Non-Contributory basis as respects General Liability Only When Required In A Written Contract: The Village of Orland Park, and their respective officers, trustees, directors, employees and agents.

Waiver of Subrogation in favor of the Additional Insureds as respects General Liability and Workers' Compensation.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Orland Park  
14700 Ravina Avenue  
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Cardilli/EILEEN

# ADDENDUM # 1

Date: October 25, 2012

To: All Bidders (Civic Center Carpet Replacement 2012)

From: Village of Orland Park

## RE: INSTRUCTION TO BIDDERS Civic Center Carpet Replacement 2012

This addendum becomes part of and modifies amends and clarifies the Bid Documents – Scope of Work for the above mentioned project. All provisions and requirements of the Bid Documents shall remain in effect except as specifically changed below:

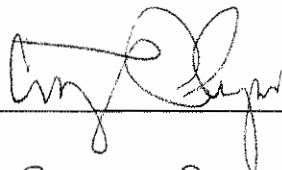
This change amends Bid Specification - Scope of Work (page 4) of bid documents.

Addendum # 1

Carpet Tiles 5, 277 sq/ft  
Vinyl Cove Base 1,080 l/ft  
Transitions 120 l/ft  
Take up existing carpet and floor prep 4800 sq/ft  
Removal of Vinyl Composition Tile 140 sq/ft  
(to be replaced with carpet tiles)

Revised Exhibit B – Office area and reception area now highlighted.

Bidder's Signature: \_\_\_\_\_



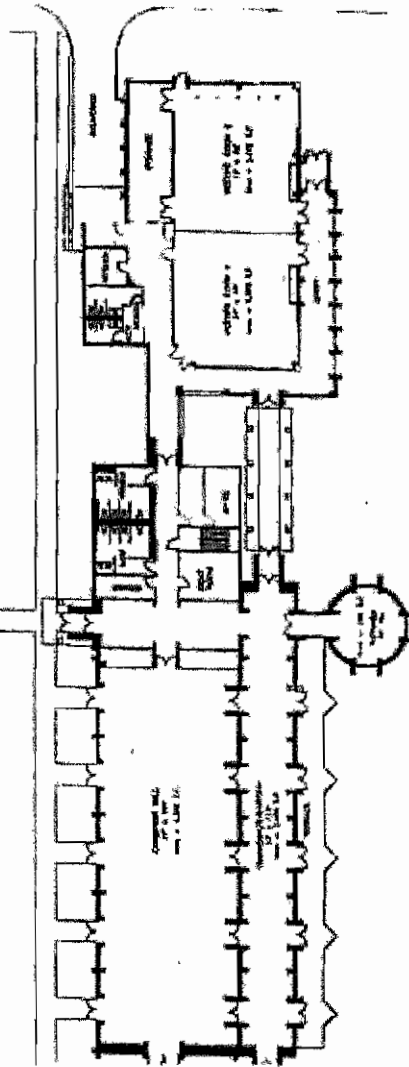
Contract Mgr  
Title

Company: \_\_\_\_\_

Consolidated Tile and Carpet Co. Inc.

(This signed addendum must accompany your bid submittal.)

Revised Exhibit B  
Civic Center Floor Plan



10/25/2012

25

Addendum 1 Civic Center  
Carpet Replacement 2012

10/25/2012