Clerk's Contract and Agreement Cover Page

Year:

2009

Legistar File ID#: 2009-0175

Multi Year:

Amount

\$9,985.00

Contract Type:

Services

Contractor's Name:

Floors, Inc

Contractor's AKA:

Execution Date:

4/8/2009

Termination Date:

4/30/2009

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description:

Sportsplex Gymnasium Floor Repair



MAYOR Daniel J. McLaughlin

VILLAGE CLERK David P. Maher

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



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

VILLAGE HALL

April 15, 2009

Mr. Steven M. Fantuzzi Floors, Inc. 1341 Cobblestone Way P.O.Box 700 Woodstock, Illinois 60098-0700

RE: NOTICE TO PROCEED

Sportsplex Gymnasium Floor Repair

Dear Mr. Fantuzzi:

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 as of April 13, 2009.

Please contact Dennis Wokurka at 708-403-6374 to arrange the commencement of the work.

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 April 8, 2009 in an amount not to exceed Nine Thousand Nine Hundred Eighty-Five and No/100 (\$9,985.00) Dollars. If you have any questions, please call me at 708-403-6173.

Denise Domalewski Contract Administrator

Frank Stec cc: Judy Konow

VILLAGE OF ORLAND PARK Sportsplex Gymnasium Floor Repair

This Contract is made this **8th day of April**, **2009** by and between <u>The Village of Orland Park</u> (hereinafter referred to as the "VILLAGE") and <u>Floors</u>, <u>Incorporated</u> (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.

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on April 2, 2009 to the extent it does not conflict with this contract.

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 provide the services as described in the CONTRACT DOCUMENTS and further described below:

Remove, repair, replace and refinish the wood gymnasium floor at the Sportsplex, as further defined in the Proposal dated April 2, 2009.

(hereinafter referred to as the "WORK") 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 amount for performance of the described services:

TOTAL: Nine Thousand Nine Hundred Eighty-Five and No/100 (\$9,985.00) Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence on April 13, 2009 and continue expeditiously until final completion on April 24, 2009. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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 the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seg., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE: To the CONTRACTOR:

Denise Domalewski Steven M. Fantuzzi

Contract Administrator Vice-President

Village of Orland Park Floors, Incorporated

14700 South Ravinia Avenue 1341 Cobblestone Way, P.O. Box 700

 Orland Park, Illinois 60402
 Woodstock, IL 6009**8**-0700

 Telephone: 708-403-6173
 Telephone: 815-338-6566

 Facsimile: 708-403-9212
 Facsimile: 815-338-6679

e-mail: ddomalewski doi nd-park.il.us e-mail: stevefantuzzi@sbcglobal.net

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to

handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: 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 YILLAGE	FOR: THE CONTRACTOR
By:	By:
Print Name: Paul G. Grimes	Print Name: David M. Byrns
Its: Village Manager	Its:
Date: 4/14/09	Date: 4.9.09

FLOORS, INCORPORATED

1341 COBBLESTONE WAY P.O. BOX 700 WOODSTOCK, IL 60098-0700 (815) 338-6566 Fax (815) 338-6679

Date: 4/2/2009

To: Dennis Wokurka

Village of Orland Park

Fax: 708-403-6:381

Re: Sportplex

Wood gym floor repairs

FAXED PROPOSAL

We Propose to:

Gymnasium:

Remove 90% (20t) sq. ft.) of the maple flooring from the North free throw lane, 50 sq. ft. in the South free throw lane (Center basketball court) and 25 sq. ft. from the South free throw lane of the Vest court and dispose of properly. Re-anchor the existing subflooring as needed and prepare the existing sleepers for new maple flooring. Install new 25/32 x 2 ½ maple flooring: (2nd and btr grade) laced into the existing flooring. Sand the entire North and South free throw lanes and repaired flooring in the West court, apply 2 coats oil based polyurethane sealer, touch up/re-paint game line paint as needed in these three areas and apply 2 coats oil based polyurethane finish over these areas only.

FOR THE SUM OF - - - \$9,985.00 (Nine thousand nine hundred eighty five and 00/100 Dollars)

All above prices are subject to change a	nter triirty days
Respectfully submitted by:	Steve Fantuzzi

BUSINESS ORGANIZATION:

Sole Proprietor: An individual whose	e signature is affixed to this proposal.	
	e full names, titles and address of all responsible ownership and a copy of partnership agreement.	
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 proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.		
In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.		
Flases Incorporate	(Corporate Seal)	
Signature	Print or type name	
Title	4.9.09 Date	

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, that I am			, being first duly s	sworn certify and say
state or lo	ocal government as a	at the Prime Contract result of a violation	, the for is not barred from contract of either Section 33E-3, or a sing" or "bid-rotating" of any s	33E-4 of the Illinois
		Signature of	Person Making Certification	
Subscribe Before Mo	d and Sworn To e This Day 2007.	"AEEICIAI	SEAL"	

"OFFICIAL SEAL"

TERESA LARSEN
Notary Public, State of Illinois
My Commission Expires 07/19/09

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have <u>written</u> sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Davis M. Byrn, having submitted	a proposal for
Floors Incorporal	(Name of Contractor) for
Gym Floor Repair	(General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies the harassment policy in place in full compliance	

Authorized Agent of Contractor

Subscribed and sworn to before

me this

day of

2009.

Notary Public

"OFFICIAL SEAL"
TERESA LARSEN
tary Public, State of Illinois

ommission Expires 07/19/09

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 Vendor'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 Vendor 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 Vendor 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 Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

ATTECT.

DATE 4.9.0

TAX CERTIFICATION

depose and state as follows:	, having been first duly sworn
authorized	, am the duly
agent for Floors Incorporation which has	,
submitted a proposal to the Village of Orlan	d Park for
Sportsple Gymnasium Repaire (Name of Project	and I hereby certify
that Tloor Incorporal	is not
delinquent in the payment of any tax Department of Revenue, or if it is: a. it is contesting its liability for the ta accordance with procedures establis Revenue Act; or	ax or the amount of tax in shed by the appropriate
 b. it has entered into an agreement we Revenue for payment of all taxes due compliance with that agreement. 	
Ву:	AA
Subscribed and Sworn to Before me this Day of	L" Willinois 17/19/09

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INSURANCE REQUIREMENTS

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

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 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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. 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 proposer 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 proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 912	DAY OF Apail , 2009
Signature Davis M. Byco. V?	Authorized to execute agreements for:
Printed Name & Title	Name of Company

FRANK LUW INSURANCE FEX 1-815-385-0011

Policy Number: CPP5582768AWR/CPA5582768AWR

Policy Period: 02/13/09 to 02/13/10

MATERIAL COVERAGE CHANGE OR CANCELLATION NOTIFICATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY BUSINESS AUTO COVERAGE PART

CLAIMS-MADE EXCESS LIABILITY COVERAGE PART

COMMERCIAL CRIME COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

DENTIST'S PACKAGE POLICY

EXCESS LIABILITY COVERAGE PART

FARM COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

MACHINERY AND EQUIPMENT COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

PROFESSIONAL LIABILITY COVERAGE PART

PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART

PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SCHEDULE

Name of Person or Organization:

Village of Orland Park

Mailing Address:

14700 S. Ravinia Avenue Orland Park, IL 60462

Material Change Notification - Number of Days 30

Provision is activated by checking the box(es):

X Cancellation Notification

In the event of cancellation, we agree to mail or deliver notification to the first Named Insured and the person or organization shown in the Schedule.

Material Change Notification

In the event of a material change in coverage requested by the Insured or initiated by us which reduces or restricts coverage other than:

- (1) The reduction of aggregate limits through reserves or payments of claims; or
- (2) Routine automobile changes;

we agree to mail or deliver notification to the person or entity shown on the Schedule. The notification will be at least the number of days shown in the Schedule before the effective date of the coverage change.

IA 4087 10 01

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ATTACHMENT FOR CERTIFICATE OF INSURANCE DATED 04/09/09

INSURED: FLOORS INC

CERTIFICATE HOLDER: VILLAGE OF ORLAND PARK

PROJECT: SPORTSPLEX GYMNASIUM FLOOR REPAIR

ADDITIONAL INSURED (PRIMARY NONCONTRIBUTORY)

THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS

GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES INCLUDE WAIVER OF SUBROGATION IN FAVOR OF THE VILLAGE OF ORLAND PARK

1/2-