

## Clerk's Contract and Agreement Cover Page

**Year:** 2008 **Legistar File ID#:** 2008-0293  
**Multi Year:**  **Amount** \$3,935.00

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**Contract Type:** Services  
**Contractor's Name:** Specialty Floors, Inc  
**Contractor's AKA:**  
**Execution Date:** 8/6/2008  
**Termination Date:** 9/1/2008  
**Renewal Date:**  
**Department:** Recreation  
**Originating Person:** Ray Piattoni  
**Contract Description:** Sportsplex Floors 2008



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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



VILLAGE HALL

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

August 7, 2008

Mr. Ed Clucas  
Specialty Floors, Inc.  
P.O.Box 8098  
Rockford, Illinois 61126-8098

**RE: NOTICE TO PROCEED - Sportsplex Floors 2008**

Dear Mr. Clucas:

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 July 5, 2008.

Please contact Ray Piattoni at 708-403-6283 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) executed contract dated August 6, 2008 in an amount not to exceed Three Thousand Nine Hundred Thirty-Five and No/100 (\$3,935.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: Ray Piattoni  
Frank Stec

**VILLAGE OF ORLAND PARK  
Sportsplex Floors  
(Contract for Services)**

This Contract is made this 6<sup>th</sup> day of August, 2008 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Specialty Floors, Inc. (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 16, 2008, 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:

*Machine clean and apply one (1) coat of Oil Modified Urethane High Solids Gym Finish to the gymnasium and aerobics studio wood floors. Additional work includes scraping gum and speed mopping to remove soils.*

Requirements by CONTRACTOR of VILLAGE include: *Floor is to be cleared of all equipment and dust mopped prior to work being started. Bleachers need to be moved into the closed position. All tape MUST be removed & tape residue MUST be cleaned up with mineral spirits prior to SFI personnel arriving at the job site. Note that if the residue is not completely removed, the seal coat will not properly adhere to floor*

(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.*) an amount not to exceed **Three Thousand Nine Hundred Thirty-Five and No/100 (\$3,935.00) 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 August 25, 2008, and shall be completed within 72 hours of the start date. This Contract shall terminate upon completion of the WORK or September 3, 2008, whichever occurs first, 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.

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 seq., 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:  
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](mailto:ddomalewski@orland-park.il.us)

To the CONTRACTOR:  
Ed Clucas  
  
Specialty Floors, Inc.  
P.O.Box 8098  
Rockford, Illinois 61126-8098  
Telephone: 815-394-0011  
Facsimile: 815-394-0403  
e-mail: [dirtygyms@insightbb.com](mailto:dirtygyms@insightbb.com)

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 VILLAGE

By:

Print Name:

Its:

Date:

Annmarie K. Haupe

Annmarie K. Haupe

Finance Director

8/6/08

FOR: THE CONTRACTOR

By:

Print Name:

Its:

Date:

Ed Clucas

Ed Clucas

President

~~8/1/08~~

7/31/08

SPECIALTY FLOORS, INC.  
P. O. BOX 8098 ROCKFORD, IL 61126-8098  
PHONE (815) 394-0011 FAX (815) 394-0403  
E-MAIL - dirtygyms@insightbb.com

April 16, 2008

FAX: (708) 364-7234

Mr. Ray Piattoni  
Orland Park P.D. Sportsplex  
11351 West 159<sup>th</sup> Street  
Orland Park, IL 60462

**\*\*BUDGET QUOTE 2008\*\***

Subject: Clean and Finish Wood Floors

Below is a quotation to machine clean and apply one (1) coat of Oil Modified Urethane High Solids Gym Finish to the wood floor in your facility. This finish, applied at 400 sq ft per gal., is equal to two (2) coats of our regular Oil Modified Gym Finish and meets the EPA VOC requirements of 450 gm/L. Additional work to include scrape gum and speed mop to remove soils.

		<u>2008</u>	<u>2009</u>	<u>2010</u>
1. Gym Floor: 19,600 sq. ft.	last done 8/28/06	\$ 3528.00	\$ 3634.00	\$ 3743.00
2. Aerobic Floor: 2,260 sq. ft.	last done 8/28/06	\$ 407.00*	\$ 419.00*	\$ 432.00*


\*(IF DONE WITH GYM FLOOR)

Customer is to have the floor cleared of equipment, tables, chairs, & then dust mopped. Any bleachers are to be pushed into the closed position. SFI is not responsible for removing tape residue from floor. All gym floor tape **MUST** be removed & tape residue **MUST** be cleaned up with mineral spirits prior to SFI personnel arriving at the job site. If residue is not removed from floor, the finish coats will not cure properly. If SFI employees are required to remove tape or tape residue, the customer will be billed an additional amount based on time and materials including return trip(s) to job site. If you have any questions, please let me know. Also, please look over your calendar for possible dates to do the work.

X \_\_\_\_\_  
Possible Dates to do work

- Price quote is good for 30 days. 24 hour cancellation notice required otherwise a fee of 15% of the total job cost will be charged.
- Invoices to be paid in full within 45 days. Interest at the rate of 1.5% per month will be charged as of the date of invoice on all amounts not paid within 45 days.
- Customer will be responsible for all costs of collection, including reasonable attorney's fees and expenses.
- Please sign below to accept and agree to the terms of this quote.

X \_\_\_\_\_  
Acknowledged and Agreed

Sincerely,  
  
Ed Clucas

**BUSINESS ORGANIZATION:**

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


\_\_\_\_\_ 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.

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 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.

Specialty Floors, Inc. (Corporate Seal)  
Business Name

  
Signature

Ed Lucas  
Print or type name

President  
Title

7/31/08  
Date



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

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

I, Ed Cloas, being first duly sworn certify and say  
that I am President  
(insert "sole owner," "partner," "president," or other proper title)  
of Specialty Floors, Inc, 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.



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

Subscribed and Sworn To  
Before Me This 31 Day  
of July, 2008.



\_\_\_\_\_  
Notary Public



## 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 written 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."

Ed Clucas, having submitted a proposal for  
Specialty Floors, Inc (Name of Contractor) for  
Gym Floor Refinishing (General Description of Work Proposed on) to  
the Village of Orland Park, hereby certifies that said contractor has a written sexual  
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By:   
Authorized Agent of Contractor

Subscribed and sworn to before  
me this 31 day of July, 2008.

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 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:**

BY: 

ATTEST: President - Specialty Floors, Inc

DATE: 7/31/09

TAX CERTIFICATION

I, Ed Clucas, having been first duly sworn  
depose and state as follows:

I, Ed Clucas, am the duly  
authorized

agent for Specialty Floors, Inc,  
which has

submitted a proposal to the Village of Orland Park for

Gym Floor Refinishing and I hereby certify  
(Name of Project)

that Specialty Floors, Inc. is not

delinquent in the payment of any tax administered by the Illinois  
Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in  
accordance with procedures established by the appropriate  
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.

By: [Signature]

Title: President

Subscribed and Sworn to  
Before me this 31  
Day of July, 2008



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

OP ID DE  
SPECI-1

DATE (MM/DD/YYYY)  
03/20/08

PRODUCER  
Williams-Manny, Inc.  
P O Box 5466  
555 S. Perryville Rd.  
Rockford IL 61125-0466  
Phone: 815-398-6800 Fax: 815-398-1733

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	<b>Acuity</b>	14184
INSURER B:	<b>Accident Fund Insurance Co</b>	
INSURER C:		
INSURER D:		
INSURER E:		

INSURED  
  
**Specialty Floors, Inc.**  
Ed Clucas  
P. O. Box 8098  
Rockford IL 61126

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	K54682	04/05/08	04/05/09	EACH OCCURRENCE	\$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 150000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 2000000
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	K54682 K54682 K54682	04/05/08 04/05/08 04/05/08	04/05/09 04/05/09 04/05/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
A			<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	K54682	04/05/08	04/05/09	EACH OCCURRENCE	\$ 5000000
							AGGREGATE	\$ 5000000
								\$
								\$
								\$
B			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TBD	04/05/08	04/05/09	WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$ 500000
							E.L. DISEASE - EA EMPLOYEE	\$ 500000
							E.L. DISEASE - POLICY LIMIT	\$ 500000
A			Commercial Applica	K54682	04/05/08	04/05/09	Building	381600
A			Property Section	K54682	04/05/08	04/05/09	BPP-L#1&2	104000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Village of Orland Park, and their respective officers, trustees, directors, employees, and agents are named primary and noncontributory additional insureds as respects general liability as required by written contract. A waiver of subrogation has been added in favor of the Village of Orland Park as respect general liability and workers compensation.

### CERTIFICATE HOLDER

### CANCELLATION

VORLA01

Village of Orland Park  
Attn: Kerrie Petzo  
14700 S Ravinia Ave  
Orland Park IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



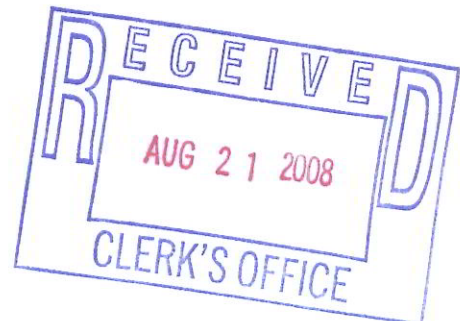
## Clerk's Contract and Agreement Cover Page

**Year:** 2008 **Legistar File ID#:** 2008-0293  
**Multi Year:**  **Amount** \$4,131.00

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**Contract Type:** Services  
**Contractor's Name:** Specialty Floors, Inc  
**Contractor's AKA:**  
**Execution Date:** 8/6/2008  
**Termination Date:** 9/1/2008  
**Renewal Date:**  
**Department:** Recreation  
**Originating Person:** Ray Piattoni  
**Contract Description:** Sportsplex Floors 2008

8-12-08 Addendum correcting total amount.  
File w/ orig contract for \$3935.



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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



VILLAGE HALL

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

August 20, 2008

Mr. Ed Clucas  
Specialty Floors, Inc.  
P.O.Box 8098  
Rockford, Illinois 61126-8098

**RE: *Addendum dated August 12, 2008***  
***Sportsplex Floors 2008***

Dear Mr. Clucas:

Enclosed is a copy of the addendum dated August 12, 2008 for the change to the cost of the Sportsplex Floors 2008 Refinishing. The contract amount has been increased by One Hundred Ninety-Six and no/100 (\$196.00) Dollars to a total amount not to exceed Four Thousand One Hundred Thirty-One and no/100 (\$4,131.00) Dollars. Please attach this to the original Sportsplex Floors 2008 contract dated August 6, 2008.

The purchase order for this project is #049402.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Ray Piattoni



**ADDENDUM to**  
*"Sportsplex Floors 2008"*

**Dated**  
*August 6, 2008*

**Between**  
*The Village of Orland Park, Illinois ("VILLAGE") and Specialty Floors, Inc. ("CONTRACTOR")*

---

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 2: SCOPE OF THE WORK AND PAYMENT**, of said Agreement, the sentence "**TOTAL: Three Thousand Nine Hundred Thirty-Five and No/100 (\$3,935.00) Dollars**" shall be stricken and replaced with "**TOTAL: An amount not to exceed Four Thousand One Hundred Thirty-One and No/100 (\$4,131.00) Dollars**"
3. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
4. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **12th day of August, 2008**, shall be attached to and form a part of the Agreement dated the August 6, 2008 and shall take effect upon signature below by duly authorized agents of both parties.

**AGREED AND ACCEPTED**

**FOR: THE VILLAGE**

By: 

Print Name: PAUL G. GRIMES

Its: VILLAGE MANAGER

Date: 8/19/08

**FOR: THE CONTRACTOR**

By: 

Print Name: El Cwaw

Its: President

Date: 8-19-08