

Letter of Transmittal



Date: May 22, 2012

To: Daniel Hendrick
Madison Coatings
15657 S. 70th Court
Orland Park, IL 60462

From: Denise Domalewski, Contract Administrator
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
708-403-6173
708-403-9212 (fax)
ddomalewski@orland-park.il.us

Mr. Hendrick,

Attached are the signed change order proposals for the pool structure painting. I realize the work has already been complete, but please keep these documents in your file as addenda to the original contract dated April 3, 2012. Purchase Order #12-001090 has been increased for the change. This item was officially Board of Trustee approved May 21, 2012.

Regards,

MADISON

COATINGS

15657 S. 70th Court .
Orland Park, IL 60462
www.madisoncoatings.com

Tel: 847-827-8399
Fax: 847 296-2067
Email: d.hendrick33@gmail.com

PROPOSAL

This Proposal dated April 13th 2012, is submitted by Madison Coating's, Inc. to the customer described below ("").
ATTN: Frank Stec

A. **Customer:** Village of Orland Park

Address: 14700 South Rivinia Avenue City/State/zip Orland Park , IL.. 60462
Telephone: 708-403-6139 Fax : 708-403-6289

B. **Job Site Location:** 15600 West Avenue Orland Park, Il. 60462

C. **Description Of Work:** Provide Labor,Material, Equipment and Insurance to complete the following:

Bridge and Step Resurfacing Color Change

1. Bridge Steps and Platform tops to receive a finish coat of White Cryl-A-Flex Flooring System
(Dur-A-Flex Product) with non-skid Quartz aggregate

ITEM#9 CHANGE FROM MATCH EXISTING COLOR TO WHITE ON BRIDGE AND STEP

COST TO COMPLETE \$ 6,010.00

F. **Terms Of Payment:** Progress Billing Net 30 Days

G. **Due Date:** Net 30 Days Full Payment is due upon completion

H. **Commencement Date of Work:** _____, 2012.

I. **Estimated Completion Date of Work:** _____, 2012

PLEASE SIGN AND RETURN A COPY OF THIS PROPOSAL TO Madison Coatings Inc. AT THE FAX NUMBER APPEARING ABOVE. THIS PROPOSAL WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES AND THE DEPOSIT, IF ANY, RECEIVED BY Madison Coatings Inc. THIS PROPOSAL IS SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF, WHICH ARE PART OF THIS PROPOSAL.

The parties have executed this Agreement on the date written above.

Madison Coatings Inc.

CUSTOMER:

By: Daniel Hendrick

Title: Director of Operations

By:

Title:


Paul G. Grimes
Village Manager

1. **AGREEMENT.** Upon the execution of this proposal by Customer and the return of a signed counterpart to Madison Coatings accompanied by the required deposit, if any, this Proposal will become a binding agreement between All Professional and Customer. Madison Coatings agrees to perform the Work in a good and workman like manner, in accordance with the terms if this Agreement and Customer agrees to provide all necessary information for the performance of the Work, to pay the Fee due to Madison Coatings, and to perform its other obligations.

2. **OBLIGATIONS OF CUSTOMER.** In addition to the other obligations of Customer contained in this Proposal, Customer will give Madison Coatings unimpeded access to the site at which the Work is to be performed during the hours of ___ a.m. to ___ p.m., Monday through Friday each week, except holidays recognized by Madison Coatings employees' union, without interference from other trades and contractors. Delays caused by Customer's violation of this Section will correspondingly extend the Estimated Completion Date of the Work.

3. **LATE CHARGES/SUSPENSION OF WORK.** The Fee due to Madison Coatings shall be paid on the prescribed dates regardless of any delay in performance by Madison Coatings due to circumstances beyond its control. Payments not received within thirty (30) days after date of invoice will accrue a late charge of one and one-half percent (1½%) per month from their due date until paid in full. This charge may be billed separately. If payments are not received when due, Madison Coatings may elect to terminate this Agreement or to suspend Madison Coatings performance of its obligations until payment in full has been received.

4. **TERMINATION.** Either party may terminate this Agreement upon the breach of this Agreement by the other party which is not cured within thirty (30) days after receipt by the breaching party of written notice from the non-breaching party specifying the breach. Madison Coatings will be entitled to payment in full of its Fee if it terminates this Agreement due to Customer's breach, or if Customer terminates this Agreement or Madison Coatings cause prior to the completion of the Work. Termination will not affect the amounts due a party.

5. **AMENDMENTS.** No changes to the Work or to this Agreement will be effective unless in writing signed by both parties.

6. **INDEMNITY.** Each of Customer and Madison Coatings Inc. shall indemnify and hold harmless the other from all damages and losses of every nature, including court costs and attorneys' fees, arising out of the respective parties', or their agents', employees', independent contractors' and sub-contractors' actions and omissions, including a breach of this Agreement. Neither party will be liable for any consequential or indirect damages or losses arising out of services performed or to be performed by Madison Coatings Inc., or materials provided or to be provided by Madison Coatings, and aggregate damages recoverable by Customer and persons and entities claiming through Customer shall be limited to the amount of the Fee paid to Madison Coatings Inc. under this Agreement.

7. **NOTICES.** All notices required to be given shall be given only in writing addressed to respective parties at its address appearing on this letterhead, or to such other address, notice of which is given pursuant to this section. All notices shall be deemed given on the first to occur of actual receipt or the third business day after mailing by certified or registered mail, return receipt requested. Notices may be given by personal delivery with confirmed receipt or by reputable courier with confirmed receipt, or by fax with the fax unit's time stamp receipt of the sender with a copy sent by certified mail.

8. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Illinois for contracts signed and to be performed in the State of Illinois, without reference to its conflicts of laws.

9. **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors and assigns of the parties hereto.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties with respect to the Work and supersedes all prior verbal or written agreements or proposals pertaining to the Work.

11. **ARBITRATION.** All claims, disputes and other matters in dispute between the parties which are not resolved by the parties within thirty (30) days after the dispute arises, shall be decided by arbitration in Chicago, Illinois, in accordance with the Arbitration Rules of the American Arbitration Association then obtaining unless the parties otherwise agree in writing. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by Madison Coatings, the Customer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law. In no event shall the demand for arbitration be made after the date when instituting a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party, as determined by the arbitrator, shall be entitled to recover from the losing party all arbitration fees, including the fees of the arbitrator, attorney's fees and court costs, including transcript fees, which amount will be included in the award.

12. **INDEPENDENT CONTRACTOR.** Madison Coatings Inc. is an independent contractor for hire. Neither party shall have the power or authority to bind the other.

13. **AMENDMENT/WAIVER.** This Agreement and the Work may be amended only by written agreement or Change Order signed by both parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.

14. **FORCE MAJEURE.** Delays to perform by Madison Coatings Inc. shall be excused, and the due date of such performance shall be extended for causes beyond the control of Madison Coatings Inc., such as, but not limited to, acts of God, shortages of materials or labor, fire and other casualty, strikes and lock-outs.

TERMS AND CONDITIONS OF THIS PROPOSAL

Fee quotation for the Work is firm for thirty (30) days from the date of this Proposal. If the Proposal is not accepted by Customer within thirty (30) days of the date of the Proposal, Madison Coatings Inc. reserves the right to change the price. If the price is changed, the Proposal will not be binding until Customer accepts in writing the new price.

Madison Coatings shall provide all materials, labor, tools, equipment and other items necessary to complete the Work. Unless otherwise specified, all materials shall be new and of good quality.

Title to all materials passes to Customer upon payment in full by Customer.

Permits and licenses necessary for the execution of the Work shall be secured and paid for by the Customer.

Madison Coatings shall permit and facilitate observation of the Work by Customer, its agents and public authorities at reasonable times, which shall be at the observer's own risk. Customer will be responsible for all damage, injury and delays caused by such persons and by Customer are other contractors.

Customer has the responsibility to inspect the Work within one (1) business day after a request for inspection is made by Madison Coatings, or any claim by Customer of damage or defect is waived. All claims for damages and defects must be received by Madison Coatings within one (1) business day after inspection. Claims made after such period will be barred.

Customer may not set off from any sums due to Madison Coatings the amount of any loss sustained by Customer.

Minor defects in the Work, if any, which appear upon inspection, or Work that cannot be completed because of conditions beyond the control of Madison Coatings. ("Punch List Items"), will not be grounds for delaying payment. The Punch List Items will be completed within 30 days after payment in full of the amount then due to Madison Coatings.

Madison Coatings agrees to keep in force, at its expense, until the Work is completed or the earlier termination of this agreement, such insurance as will protect it from claims under the Illinois Worker's Compensation Act and from claims for damages to property and persons. Upon written request from Customer, certificates of such insurance shall be provided to Customer.

Other than as expressly provided in this Proposal, Madison Coatings. makes no representations or warranties concerning quality, fitness of purpose, merchantability, workmanship or any other warranty, express or implied, with respect to the Work.

Madison Coatings Inc. shall not be liable for its non-performance or delays caused by circumstances beyond its control, including, but not limited to, Acts of God, strikes, labor shortages or unrest, production delays, unavailability of materials, unavailability of carriers, accidents or civil disruption, and the Completion Date of the Work will be extended commensurately as a result of such occurrences.

Payment in full is due thirty (30) days after invoicing. Upon request, Madison Coatings Inc. Will submit a sworn statement of persons furnishing materials and subcontracted labor, and partial or final waivers of lien, as applicable, before any payments are required to be made to Madison Coatings, Inc.

Customer shall pay Madison Coatings Inc. costs of collection of delinquent payments, including arbitration costs, court costs and reasonable attorney's fees.

No document provided by Customer to Madison Coatings Inc. with respect to this Proposal or the Work shall modify, revoke or supercede this Proposal or any of the Terms and Conditions of this Proposal, unless such modification specifically refers to the paragraph number which it purports to modify and is signed by an authorized agent of the Madison Coatings Inc.

This Proposal shall be binding upon and inure to the benefit of the respective heirs, legatees, administrators, successors and assigns of the Customer and Madison Coatings Inc.

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COATINGS

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Orland Park, Il 60462
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Tel: 847-827-8399
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Telephone: 708-403-6139 Fax : 708-403-6289

B. **Job Site Location:** 15600 West Avenue Orland Park, Il. 60462

C. **Description Of Work:** Provide Labor,Material, Equipment and Insurance to complete the following:

Plunge Pool Tube Slide Stripping

1. All surface shall be prepared in accordance with SSPC-SP12 High Pressure Water Cleaning Prep
2. After Tube slides have been prepped Plung Pool Tube Slide to receive a second color alternate band finish coat of Slide Renu Professional Products

ITEM#9 ALTERNATE COLOR BANDING PLUNGEPOOL TUBE SLIDE

COST TO COMPLETE \$ 4,990.00

F. **Terms Of Payment:** Progress Billing Net 30 Days

G. **Due Date:** Net 30 Days Full Payment is due upon completion

H. **Commencement Date of Work:** _____, 2012.

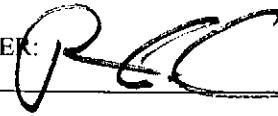
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The parties have executed this Agreement on the date written above.

Madison Coatings Inc.
By: Daniel Hendrick

Title: Director of Operations

CUSTOMER:
By: 

Title: **Paul G. Grimes**
Village Manager

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This Proposal shall be binding upon and inure to the benefit of the respective heirs, legatees, administrators, successors and assigns of the Customer and Madison Coatings Inc.