

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0517

Innoprise Contract #: C14-0095

Year: 2014

Amount: \$60,537.00

Department: Building Maintenance

Contract Type: Small Construction and Installation

Contractors Name: Carpet Interiors Inc

Contract Description: Carpet/Flooring Replacement at FLC, SPLEX and CC

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

October 22, 2014

Mr. Mike Potempa
Carpet Interiors Inc
50 Orland Square Drive
Orland Park, Illinois 60462

RE: *NOTICE TO PROCEED - Carpet/Flooring Replacement at Franklin Loebe Center, Sportsplex and Cultural Center*

Dear Mr. Potempa:

This notification is to inform you that the Village of Orland Park has received all necessary contracts and insurance documents in order for work to commence on the above stated project as of October 17, 2014.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village has processed Purchase Order #14-002994 for this contract and faxed this to your company on October 21, 2014. 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 October 13, 2014 in an amount not to exceed Sixty Thousand Five Hundred Thirty-Seven and No/100 (\$60,537.00) 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
John C. Mehalek
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October 13, 2014

Mr. Mike Potempa
Carpet Interiors Inc.
50 Orland Square Drive
Orland Park, Illinois 60462

NOTICE OF AWARD – Carpet/Flooring Replacement at Franklin Loebe Center, Sportsplex and Cultural Center

Dear Mr. Potempa:

This notification is to inform you that on October 6, 2014, the Village of Orland Park Board of Trustees approved awarding Carpet Interiors Inc. the contract in accordance with the bid you submitted dated August 27, 2014, for Carpet/Flooring Replacement at Franklin Loebe Center, Sportsplex and Cultural Center for an amount not to exceed Sixty Thousand Five Hundred Thirty-Seven and No/100 (\$60,537.00) 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 October 27, 2014.

- I am enclosing the Contract for Carpet/Flooring Replacement at Franklin Loebe Center, Sportsplex and Cultural Center. 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.

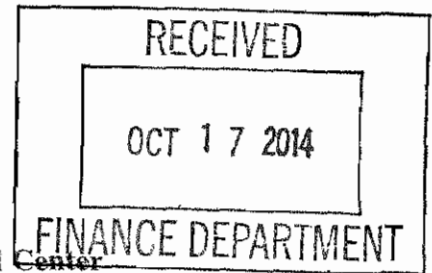
Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contract is required to be in place and received at my office prior to the commencement of work on this project. You will be issued 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@orlandpark.org.

Sincerely,

Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
Carpet/Flooring Replacement at
Franklin Loebe Center, Sportsplex and Cultural Center
(Contract for Small Construction or Installation Project)



This Contract is made this **13th day of October, 2014** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Carpet Interiors 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.

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 August 14, 2014
- The Instructions to the Bidders

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:

- 1) **Franklin Loebe Center (FLC) located at 14650 Ravinia. (Proposal - Exhibit C)**
 - Take up existing glued down jute back carpet and cove base.
 - Scrape and clean existing floor to receive new carpet tile in lower level corridors, bleacher area and elevator area.
 - Furnish and install Shaw contract, Eco Solution Q premium nylon carpet tiles, color Freedom 54505, using Shaw pressure sensitive adhesive (approx. 225 square yards).

- Furnish and install Johnsonite 4" black base cove (380 Ln. Ft.), with matching aluminum track cap at transitions (96 Ln. Ft.)
- 2) **Cultural Center located at 14750 Park Lane.**
- a. Rooms 201, 202, & 203 (Proposal – Exhibit D)
- Take up existing glued down jute back carpet and cove base.
 - Scrape and clean existing floor to receive new carpet tile.
 - Furnish and install Shaw contract, Eco Solution Q premium nylon carpet tiles, color Freedom 54505, using Shaw pressure sensitive adhesive (approx. 400 square yards)
 - Furnish and install Johnsonite 4" black base cove (120 Ln. Ft.), with matching aluminum track cap at transitions (24 Ln. Ft.)
- b. 4200 Sq. Ft. Room (Large Room) (Proposal – Exhibit E)
- Install Karndean's Van Gogh, luxury vinyl tile (commercial heavy duty plank). This is glue down direct installation over concrete.
 - Install flooring in large room and small hallway.
 - Remove existing glue down carpet.
 - Install 60 lineal feet of rubber base cove as per manufacturer specifications.
 - Complete a basic skim coat of entire floor so that new flooring will adhere to concrete.
- 3) **Sportsplex (SPLX) located at 11351 W. 159th Street. (Proposal – Exhibit F)**
Provide the following services and materials at four (4) offices, the reception area and the open office area at the Sportsplex:
- Scrape and clean existing jute carpet and cove base to receive new carpet.
 - Furnish and install Shaw Contract, Eco Solution Q Premium Nylon Carpet Tile, color #54505 Freedom, using Shaw Pressure Sensitive Adhesive, 212 SY.
 - Furnish and install Johnsonite 4" Black Cove Base, 420 LF.
 - Furnish and install New Black Transition Cap, 24 LF.
- 4) The VILLAGE will remove all furniture prior to installation. CONTRACTOR will provide dumpsters

(hereinafter referred to as the "WORK") as described in the VILLAGE's Project Manual (Bid Documents) and the CONTRACTOR's proposal (EXHIBIT C-F). 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:

<i>Location</i>	<i>Material</i>	<i>Labor</i>	<i>Total</i>
Franklin Loebe Center	\$ 7,700.00	\$ 3,080.00	\$10,780.00
Cultural Center			
Rooms 201, 202, 203	\$10,858.00	\$ 4,799.00	\$15,657.00
Large Room/Small Hall	\$13,669.00	\$10,331.00	\$24,000.00
Sportsplex	\$ 6,600.00	\$ 3,500.00	\$10,100.00

TOTAL: an amount not to exceed Sixty Thousand Five Hundred Thirty-Seven and No/100 (\$60,537.00) 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 December 20, 2014 (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 defend, 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:

Mike Potempa
Carpet Interiors Inc.
50 Orland Square Drive
Orland Park, Illinois 60462
Telephone: 708-364-6100
Facsimile: 708-364-7112
e-mail: cptint@aol.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: _____

Date: 10/17/14

FOR: THE CONTRACTOR

By: _____

Print name: PAUL WISNOSKI

Its: PRESIDENT

Date: 10/10/14

**VILLAGE OF ORLAND PARK
CONSTRUCTION/INSTALLATION CONTRACT
TERMS AND GENERAL CONDITIONS**

Terms and General Conditions for the CONTRACT between the Village of Orland Park (the "VILLAGE") and Carpet Interiors Inc. (the "CONTRACTOR") for Carpet/Flooring Replacement at Franklin Loebe Center, Sportsplex and Cultural Center (the "WORK") dated October 13, 2014 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3 The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4 The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5 If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.
- 1.2.2 The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the

duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.

- 1.2.3 CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4 CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5 The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6 The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.
 - 1.2.7.1 This CONTRACT calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.idol.state.il.us/IDOL/Pages/Rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage,

notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2 Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. 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. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

1.2.8 CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The CONTRACT consists of the following documents and items:

- a. Agreement between the parties
- b. Terms and General Conditions to the Agreement
- c. Special Conditions to the Agreement, if any
- d. Accepted Proposal as it conforms to the bid requirements
- e. The Proposal submitted by CONTRACTOR on August 27, 2014, to the extent it does not conflict with this contract
- f. Specifications and Drawings, if any
- g. Addenda, if any
- h. Required Certificates of Insurance
- i. All Certifications required by the VILLAGE
- j. Required Certifications and documents as may be required by other project funding agencies
- k. Performance and Payment Bonds, if required

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.

3.3 Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.

3.4 Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.5 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

4.1 The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Sub

contractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

5.1 The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material.

ARTICLE 6: ASSIGNMENT

6.1 The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.

6.2 WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.

6.3 The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.

6.4 The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of

such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.

7.2 The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

8.1 If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

8.2 Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.

8.3 All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

ARTICLE 9: DISPUTES AND VENUE

9.1 Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the VILLAGE Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

9.2 Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. 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. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof

and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are defined in Exhibit A, a copy of which is attached hereto and made a part hereof.

11.1.2 CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

11.2 Indemnification

11.2.1 The CONTRACTOR shall defend, 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.

11.2.2 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.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS – not required

~~12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety~~

~~licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.~~

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1 VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

EXHIBIT A

Insurance Requirements

WORKERS COMPENSATION & EMPLOYER LIABILITY

STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this CONTRACT. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors

\$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

II – REQUIRED BID SUBMISSION DOCUMENTS



50 Orland Square Dr.
Orland Park, IL 60462
708-364-6100

Cell: 630-327-9130
Fax: 708-364-7112
Mpotempa@carpetinteriors.net



MIKE POTEMPA
SALES MANAGER

FLOORING PRODUCTS
WINDOW TREATMENTS

50 Orland Square Dr.
Orland Park, 60462
708-364-6100

Cell: 708-372-1382
Fax: 708-364-7112
Paulwiz@carpetinteriors.net



PAUL WISNOSKI

FLOORING PRODUCTS
WINDOW TREATMENTS

BIDDER SUMMARY SHEET

New Carpet at Franklin Loebe Center, Sportsplex and Cultural Center
Project Name

Price Proposal

Location #	Building	Total
1	FLC	\$ <u>10,780.00</u>
2a	^{cc} SPLX - Rooms 201, 202, & 203	\$ <u>15,657.00</u>
2b	^{cc} SPLX - 4200 Sq. Ft. Room (Large Room)	\$ <u>24,000.00</u>
3	-Cultural-Center SPLX	\$ <u>10,100.00</u>
GRAND TOTAL BID PRICE (The sum of items 1 + 2a + 2b + 3)		\$ <u>60,537.00</u>

Firm Name: Carpet Interiors Inc.

Address: 50 ORland Sq. Drive

City, State, Zip Code: ORland Park, IL 60462

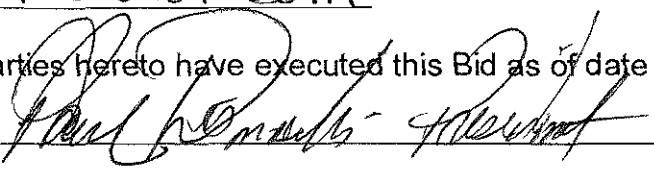
Contact Person: Mike Potempa

FEIN #: 36-3088014

Phone: (708) 364-6100 Fax: (708) 364-7112

E-mail Address: cptint@aol.com

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

Signature of Authorized Signee: 

Title: President Date: 08-27-14

RECEIPT OF ADDENDA : The receipt of addenda (if applicable) is hereby acknowledged:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

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.

Carpet Interiors Inc. (Corporate Seal)
Business Name


Signature

Paul Wisnowski
Print or type name

President
Title

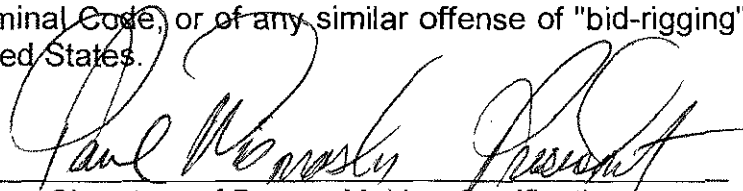
8-27-14
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

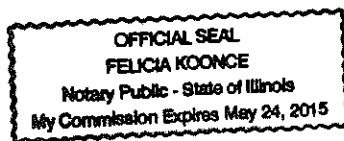
I, Paul Wisnoski, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Carpet Interiors, 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 27th Day
of August, 2014


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:

Paul Wisnorski

SIGNATURE:

Paul Wisnorski

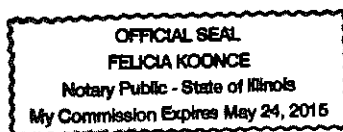
DATE:

8-27-14

Subscribed and Sworn To
Before Me This 27th Day
of August, 2014.

Felicia Koonce

Notary Public



**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.

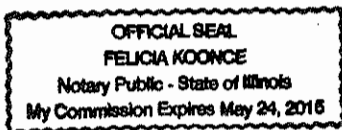
Contractor:

By:

(Authorized Officer)

Subscribed and Sworn To
Before Me This 27th Day
of August, 2014.

Felicia Koonce
Notary Public



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

Paul Wisnaski, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

Carpet Interiors Inc., having submitted a proposal for:
(Name of Company)

New Carpet & Luxury Tile at Franklin D. Roosevelt Center, Cultural Center & Sportsplex
(PROJECT)

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

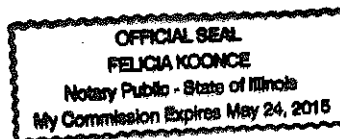
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures 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
_____ is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.
- ☒ 4A. 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: Paul Wisnaski
Officer or Owner of Company named above

Subscribed and Sworn To
Before Me This 27th Day
of August, 2014.

Felicia Koonce
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

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

I, _____, am the duly authorized
agent for _____, which has
submitted a bid to the Village of Orland Park for

_____ and I hereby certify
(Name of Project)

that _____
(Name of Company)

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

Name of A&T Program _____

Brief Description of Program: _____

N/A

By: _____

Title: _____

Subscribed and Sworn To
Before Me This _____ Day
of _____, 20__.

Notary Public

REFERENCES

Provide three (3) references for which your organization has performed similar work.

ORGANIZATION Village of OAK LAWN
ADDRESS 9446 Raymond Ave
CITY, STATE, ZIP OAK LAWN, IL 60453
PHONE NUMBER (708) 499-7062
CONTACT PERSON Joanne Suczynski
DATE OF PROJECT April 2013

ORGANIZATION Coldwell Banker
ADDRESS 320 Waterstone Way
CITY, STATE, ZIP Joliet IL 60431
PHONE NUMBER (815) 553-2400
CONTACT PERSON Mike Prodehl
DATE OF PROJECT August 2014

ORGANIZATION Cambridge Management
ADDRESS 15941 S. Harlem Ave.
CITY, STATE, ZIP Tinley Park, IL 60477
PHONE NUMBER (708) 235-0140
CONTACT PERSON Connie (or) Michael Macon
DATE OF PROJECT July 2014

Bidder's Name:

Signature & Date:

Carpet Interiors Inc.
Paul H. Hersh

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

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, 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 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 27th DAY OF August, 2014

Signature

Paul Wisniewski / President
Printed Name & Title

Authorized to execute agreements for:

CARPET INTERIORS
Name of Company



CARPINT-01 SANDY1RJJK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2014

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).

PRODUCER Allegiance Insurance Services, Inc. 100 Tower Drive Suite 120 Burr Ridge, IL 60527	CONTACT NAME: Sandy Donnelly	
	PHONE (A/C, No, Ext): (630) 325-5600	FAX (A/C, No): (630) 325-5847
INSURED Carpet Interiors, Inc., an Illinois Corporation 50 Orland Square Drive Orland Park, IL 60462	E-MAIL ADDRESS: sdonnelly@ais-ins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Grange Mutual	NAIC # 14060
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	BP 2058913	12/08/2013	12/08/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BP 2058913	12/08/2013	12/08/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MEDICAL PAYMENT \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	CUP2061113	12/08/2013	12/08/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X WCP2059517	12/08/2013	12/08/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROPERTY			BP 2058913	12/08/2013	12/08/2014	BPP 364,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CARPET SALES AND INSTALLATION

THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED ON A PRIMARY/NON-CONTRIBUTORY BASIS WITH RESPECT TO ALL CLAIMS ARISING OUT OF OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED. THE INSURER SHALL PROVIDE THE VILLAGE WITH THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CHANGE IN, OR CANCELLATION OF, REQUIRED INSURANCE POLICIES.

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF ORLAND PARK 14700 RAVINIA AVE 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 Russel Kobel

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PROPOSAL -- EXHIBIT C

CARPET INTERIORS
50 Orland Square Dr.
Orland Park, IL 60462
(708) 364-6100
Fax (708) 364-7112
Cell (630) 327-9130

Date: 08/27/2014

Proposal Submitted To:
Village of Orland Park
14750 S. Ravinia Avenue
Orland Park, IL 60462
(708) 403-6374 Office
(708) 403-6381 Fax
Dennis Wokurka Dwokurka@orlandpark.org

Work to Be Performed At:
Franklin Loebe Rec Center
14650 S. Ravinia Ave.
Orland Park, IL 60462

We hereby propose to furnish the materials and perform the labor necessary to install Carpet tile at the above address:

SCOPE OF WORK

LOWER LEVEL CORRIDORS AND BLEACHER AREA:

Furnish and install Shaw Contract, Eco Solution Q Premium Nylon Carpet Tile, Color #54505 Freedom 225 Sq. Yds, using Shaw Pressure Sensitive Adhesive. Includes new Johnsonite 4" Black Vinyl Cove Base 380 Ln. Ft., and 96 Ln. Ft. of Johnsonite Black Vinyl Cap.

Includes take up of existing glued down jute carpet and vinyl cove base and deposit in dumpster.

Carpet Interiors to provide dumpster.

Village of Orland Park to remove all furniture prior to installation.

MATERIAL	\$7,700.00
NO TAX	0.00
LABOR	<u>\$3,080.00</u>
TOTAL	\$10,780.00

Prices firm if all work is completed prior to November 1, 2014. Thereafter, prices subject to change without notice.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sums listed above. With payments to be made as follows: 30 day terms from date job is completed

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. (Workmen's Compensation, and Liability insurance on above work to be taken out by

Respectfully Submitted:
CARPET INTERIORS

Per: Mike Potempa

Note: This proposal may be withdrawn if not accepted with 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

Signature: _____

PROPOSAL – EXHIBIT D

CARPET INTERIORS
50 Orland Square Dr.
Orland Park, IL 60462
(708) 364-6100
Fax (708) 364-7112
Cell (630) 327-9130

Date: 08/27/2014

Proposal Submitted To:
Village of Orland Park
14750 S. Ravinia Avenue
Orland Park, IL 60462
(708) 403-6374 Office
(708) 403-6381 Fax
Dennis Wokurka Dwokurka@orlandpark.org

Work to Be Performed At:
Cultural Arts Center
14760 S. Park Lane
Orland Park, IL

We hereby propose to furnish the materials and perform the labor necessary to install Carpet tile at the above address:

SCOPE OF WORK

CULTURAL ARTS CENTER ROOMS 201, 202 & 203:

Furnish and install Shaw Contract, Eco Solution Q Premium Nylon Carpet Tiles, in Color #54505 Freedom, using Shaw Pressure Sensitive Adhesive, 400 Square Yards.

Furnish and install Johnsonite 4" Black Cove Base, 120 Lineal Feet.

Furnish and install Johnsonite Black Vinyl Cap 24 Lineal Feet.

Includes take up of existing glued down jute carpet and cove base, scraping and cleaning of existing floor to receive new carpet tile.

Carpet Interiors to provide dumpster.

Village of Orland Park to remove all furniture prior to installation.

MATERIAL	\$10,858.00
NO TAX	0.00
LABOR	<u>\$4799.00</u>
TOTAL	\$15,657.00

Prices firm if all work is completed prior to November 1, 2014. Thereafter, prices subject to change without notice.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sums listed above. With payments to be made as follows: 30 day terms from date job is completed

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. (Workmen's Compensation, and Liability insurance on above work to be taken out by

Respectfully Submitted:

CARPET INTERIORS

Per: Mike Potempa

Note: This proposal may be withdrawn
If not accepted with 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

Signature: _____

PROPOSAL – EXHIBIT E

CARPET INTERIORS
50 Orland Square Dr.
Orland Park, IL 60462
(708) 364-6100
Fax (708) 364-7112
Cell (630) 327-9130

Date: 08/27/2014

Proposal Submitted To:

Village of Orland Park
14750 S. Ravinia Avenue
Orland Park, IL 60462
(708) 403-6374 Office
(708) 403-6381 Fax
Dennis Wokurka Dwokurka@orlandpark.org

Work to Be Performed At:

Cultural Arts Center
14760 S. Park Lane
Orland Park, IL 60462

We hereby propose to furnish the materials and perform the labor necessary to install Luxury Vinyl tile at the above address:

SCOPE OF WORK

4200 SQ. FT. ROOM (LARGE ROOM) AND SMALL HALLWAY AREA:

Furnish and install 4200 Sq. Ft. Glue Down Direct, Karndean's Van Gogh, Commercial Heavy Duty Luxury Vinyl Plank with 60 Ln. Ft., of new rubber cove base. Van Gogh has a 10 Year Commercial Warranty.

Includes take up of existing glued down jute carpet and vinyl cove base and deposit in dumpster.

Includes basic Skim coat of entire floor and all adhesives required for installation of floor & base.

Carpet Interiors to provide dumpster.

Village of Orland Park to remove all furniture prior to installation.

MATERIAL	\$13,669.00
NO TAX	0.00
LABOR	<u>\$10,331.00</u>
TOTAL	\$24,000.00

Prices firm if all work is completed prior to November 1, 2014. Thereafter, prices subject to change without notice.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sums listed above. With payments to be made as follows: 30 day terms from date job is completed

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. (Workmen's Compensation, and Liability insurance on above work to be taken out by

Respectfully Submitted:
CARPET INTERIORS

Per: Mike Potempa

Note: This proposal may be withdrawn if not accepted with 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

Signature: _____

PROPOSAL – EXHIBIT F

CARPET INTERIORS
50 Orland Square Dr.
Orland Park, IL 60462
(708) 364-6100
Fax (708) 364-7112
Cell (630) 327-9130

Date: 08/27/2014

Proposal Submitted To:
Village of Orland Park
14750 S. Ravinia Avenue
Orland Park, IL 60462
(708) 403-6374 Office
(708) 403-6381 Fax
Dennis Wokurka Dwokurka@orlandpark.org

Work to Be Performed At:
Sports Plex Admin. Offices
11351 West 159th Street
Orland Park, IL

We hereby propose to furnish the materials and perform the labor necessary to install Carpet tile at the above address:

SCOPE OF WORK

4 OFFICES, RECEPTION AREA & OPEN OFFICE AREA:

Furnish and install Shaw Contract, Eco Solution Q Premium Nylon Carpet Tile, Color #54505 Freedom,
Using Shaw Pressure Sensitive Adhesive, 212 SY.

Furnish and install Johnsonite 4" Black Cove Base, 420 LF.

Furnish and install New Black Transition Cap, 24 LF.

Includes take up of existing glued down jute carpet and cove base, scraping and cleaning of existing floor to
Receive new carpet tile.

Carpet Interiors to provide dumpster.

Village of Orland Park to remove all furniture prior to installation.

MATERIAL	\$6600.00
NO TAX	0.00
LABOR	<u>\$3500.00</u>
TOTAL	\$10,100.00

Prices firm if all work is completed prior to November 1, 2014. Thereafter, prices subject to change without notice.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sums listed above.
With payments to be made as follows: 30 day terms from date job is completed

Any alteration or deviation from above specifications
involving extra costs, will be executed only upon written
orders, and will become an extra charge over and above the

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. (Workmen's Compensation, and Liability insurance on above work to be taken out by

Respectfully Submitted:
CARPET INTERIORS

Per: Mike Potempa

Note: This proposal may be withdrawn if not accepted with 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

Signature: _____

EcoWorx® Tile – Lifetime Commercial Limited Warranty

EcoWorx Tile (Modular) is a backing system made with a proprietary high performance thermoplastic polyolefin compound with a fiberglass reinforcing layer. The following is the Lifetime Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our EcoWorx Tile backing system, when used in commercial applications.

This Lifetime Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The Lifetime is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw Contract Group invoice or authorized Shaw Contract Group dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from:

- Shaw Contract Group Inforum at 1.877.502.7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

WHAT THE WARRANTY COVERS

- **Fiber Abrasive Wear** - Shaw warrants that, under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.
- **Fiber Static Protection** - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.
- **Backing Tuftbind/Zippering** - Shaw warrants that, under normal use, carpet coated with this high performance backing system will provide superior tuft bind properties in high traffic environments.
- **Backing Edge Ravel** - Shaw warrants that, under normal use, carpet coated with this high performance backing system will not edge ravel when seams are properly sealed per commercial installation guidelines.
- **Backing Integrity/Delamination** - Shaw warrants that, under normal use, the secondary backing on carpet coated with this high performance backing system will not delaminate from the face carpet.
- **Backing Integrity/Dimensional Stability** - Shaw warrants that, under normal use, carpet coated with this high performance backing system will provide dimensional stability, per the AACHEN Test.

WHAT IF YOU NEED WARRANTY SERVICE?

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

Send to www.shawonline.com or Shaw Industries Financial Services, P.O. Box 40, Dalton, GA 30722. Shaw will designate a representative to inspect the carpet in question and evaluate the warranty claim.

shaw contract group®focus tile
collection: WORKLIFE**tile specifications**

style name	focus tile
style number	59455
construction	multi-level pattern loop
fiber	eco solution q® nylon
dye method	88% solution dyed / 12% yarn dyed

	english	metric
pattern repeat	none	
tufted weight	17.0	576.40 g/m²
gauge	1/12	47.24 per 10cm
stitches per inch	9.0	35.43 per 10cm
finished pile thickness	0.125	3.18 mm
total thickness	0.282	7.16 mm
average density	4896	181.54 kg/m³
product size	24" x 24"	60.96 cm x 60.96 cm
primary backing	synthetic	
secondary backing	ecoworx® tile	
protective treatments	ssp® shaw soil protection	
gsa approved product	yes	

**testing**

radiant panel	class I
nbs smoke	less than 450
electrostatic propensity	less than 3.5 kv

warranties

lifetime commercial limited

installation method

ashlar



monolithic



quarter turn

coordinating products

balance tile, connect tile, embrace tile, emotion tile, escape tile, simplicity tile

environmental certification

green label plus certification number	glp 9968
nsf140 platinum	
cradle to cradle silver certified	



Specifications are subject to normal manufacturing variances.
Material supply and/or manufacturing processes may necessitate changes without notice.
shawcontractgroup.com | 1 800.257.7429

WHAT SHAW WILL DO

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area. Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

WHAT CONDITIONS APPLY?

This warranty does not cover the following:

- carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like).
- damage from flooding or excessive moisture from existing moisture issues or alkalinity related issues.
- burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods.

Any moisture related testing (i.e. calcium chloride, relative humidity and pH) is not the responsibility of Shaw Industries and all issues related to moisture, including any carpet related issues, are excluded from this warranty.

NOTE: Relative Humidity results per ASTM F-2170 of 85 % or less and Calcium Chloride results per ASTM F-1869 of 5.0 lbs. or less with a pH of 9 is acceptable.

NOTE: Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.

NOTE: The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

08/12ga

Product Warranties



Karndean
Designflooring

www.karndean.com

Knight Tile: 12 year Residential / 10 year Commercial

Michelangelo: 15 year Residential / 10 year Commercial

Van Gogh: 15 year Residential / 10 year Commercial

DaVinci: 20 year Residential / 15 year Commercial

Art Select: 20 year Residential / 15 year Commercial

Opus: 15 year Residential / 10 year Commercial

LooseLay: Limited Lifetime Residential / 10 year limited Commercial

K-Trade Commercial: 15 year Residential / 10 year Commercial

K-Trade Multi-Family: 10 year Residential / 4 year light Commercial

Karndean Designflooring warrants all of their first quality floor tiles and planks to the original purchaser against wear out for the periods of time listed above, providing the material was installed and maintained properly, and used as intended and recommended. Wear out is defined as a complete removal of pattern and/or color from normal traffic and maintenance. In the event wear out occurs within specified product warranty time frame of the date of purchase, Karndean Designflooring will repair or provide replacement materials only. Furthermore, Karndean Designflooring tiles and Planks are warranted to be free from manufacturing defects. Any other implied warranty that the goods shall be fit for a particular purpose is hereby excluded. Karndean Designflooring accepts no responsibility for faulty installation or incorrect maintenance.

This warranty does not include the following:

1. Damage due to: stains, burns, cuts, gouges, scuffs, scratches, indentations, and other accidents or abuse;
2. Discoloration or bond release from hydrostatic pressure or excessive moisture caused by such things as flooding, plumbing and appliance leaks;
3. Installation of flooring over particle board, chipwood, or plywood;
4. Installation where material was not installed with Karndean Designflooring adhesive in accordance with Karndean Designflooring specifications and recommended usage;
5. Dissatisfaction due to improper installation, maintenance or irregularities; and
6. Reductions in gloss or build up or residue due to improper maintenance or normal wear and gloss reduction from use.

Corporate Office: 110 Fontaine Court, Bunny Run Corporate Park, Export, PA 15632
Telephone: 888-266-4343 • Email: info@karndean.com • Web: www.karndean.com

Your space. Your needs. Your style.