

CITY OF CREST HILL
CITY CENTER

Change Order

Date: 7/28/2022
Project: Crest Hill City Center

Contractor: Flooring First

Change Order #:

Description:

P-08: Workout Room Sports Flooring
* Supply 24x24 Interlocking Athletic Flooring (Installed by Others)

Note: See Attached RCO / Proposals

Original Contract:	\$	216,905.36
Previous Change Orders:	\$	<u>2,285.43</u>
Contract Total Prior to this CO:	\$	219,190.79
New Change Order Amount:	\$	8,629.00
New Contract Amount:	\$	<u><u>227,819.79</u></u>

Approved:

Administrator Date

Shawn Thompson - Project Manager Date

Sub-Contractor Date

Dan Skiera - Superintendent Date



Proposal

Flooring First, Inc.

sales@flooringfirst.com

1491 Caton Farm Road

Lockport IL 60441

815-524-5504

815-524-5535 FAX

SOLD TO:

City of Crest Hill
1610 Plainfield Road
Crest Hill, IL 60403
815-741-5100

INSTALLATION ADDRESS

Harbour Construction

Proposal # 1063

Date 6/27/2022

Date Required ASAP

Sales Rep Jason Williams

PROJECT SCOPE

Supply and deliver interlocking gym tile for the City of Crest Hill.

MATERIAL/SERVICE DESCRIPTION

Style: Mannington Reset 24x24 Interlocking 3/8" Gym Tile	Color: Blue Tones	798	SqFt	\$10.50	\$8,379.00
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Job site delivery to dock

1	Each	\$250.00	\$250.00
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SubTotal: \$8,629.00

Exempt: \$0.00

Total: \$8,629.00

Less Payments: \$0.00

Balance: \$8,629.00

Purchasing Agent: _____

We appreciate your trust in Flooring First, Inc!

The following standard Terms and Conditions are part of the Sales Contract described within that is made in Lockport, Will County, Illinois by and between Flooring First Inc, an Illinois Corporation, whose principal place of business is located at 1491 Caton Farm Road, Lockport, IL 60441 and the Buyer whose name and address are listed above on this Contract.

SPECIAL ORDER MATERIAL IS NOT RETURNABLE. EXTRA MATERIAL WILL BE LEFT ON SITE AS ATTIC-STOCK OR REMOVED AND DONATED AS A COURTESY TO THE HOMEOWNER UPON REQUEST. IN-STOCK RETURNS ARE SUBJECT TO A RESTOCKING FEE.



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Flooring First Inc. Terms and Conditions

1. Responsibility. If a Buyer is selecting and purchasing merchandise in this Contract as a result of an agreement with a General Contractor for new construction or renovation of the Buyer's property by Contractor, then buyer is still solely liable for all obligations under this Contract.
2. Payment. The terms are payment in full on delivery for merchandise and installation, less previous payments, unless otherwise stated in this contract. If buyers pays all or any part of the purchase price by credit card, buyer is responsible for full payment of the purchase price to Flooring First regardless of any right of the buyer to dispute any asset of the purchase under the terms of the cardholder agreement and/or any determination of a dispute made by the credit card issuer or any other party to the cardholder agreement. Flooring First reserves the right to require payment in cash or by cashier's check.
3. Collection Costs. If payment is not received within 30 days of its due date and this contract is turned over for collection, then buyer shall pay all costs of collection including interest, court costs and attorney's fees.
4. Deposits. All deposits are non-refundable and no interest shall be paid on such deposits.
5. Returns. Flooring First will not accept returns, nor provide refunds on any goods that are special ordered from a manufacturer or are sold under a reduced price, clearance or sale price or similar terms. Flooring First will accept returns for store credit for the maximum amount of 65% of the purchase price on the return of any regular priced in-stock merchandise provided buyer returns such merchandise to the store within seven days of the date that the buyer received the merchandise and if the buyer returns the merchandise in its original condition and in unopened cartons if the buyer provides the original sale receipt. The credit may be less if the manufacturer's return terms are less.
6. Cancellation. Flooring First may cancel this Contract at any time by providing notice and a refund to buyer of any deposit made by buyer.
7. Termination. If buyer or buyer's contractors fail to fulfill any of buyers/contractor obligations under this contract or any other contact it has with Flooring First the Flooring First may at its option discontinue any deliveries and or installations under this contract and apply any deposits on any amount due under this contract until the buyer/contractor fulfills all their obligations under all contracts with Flooring First.
8. Installers. Buyer acknowledges and agrees that any merchandise installed pursuant to this contract will be installed by independent contractors of Flooring First.
9. Delays. Buyer acknowledges and agrees that Flooring First is not responsible for any delays or failures in delivery or installation caused by strikes, shortages of materials, attacks, acts of god, or other causes beyond Flooring First's control. If there are any such delays in delivery of some of the items buyer agrees that payment for the cost of items delivered shall be due and payable as provided in the contract and only payment of such delayed items shall be delayed until they are delivered. Buyer further acknowledges and agrees that Flooring First is not responsible for any consequential or incidental damages for delays or for any other reason with or beyond Flooring First's control.
10. Site Conditions. Buyer shall have the installation site in proper condition and available for performance of the installation work including but not limited to buyer having performed the tasks as noted on the reverse side of this contract, the site being in compliance with OSHA standards, the site being free from interference from other trades, the site sub-flooring meeting moisture stability and quality standards, the humidity level at the site meeting installation standards and electricity and water being available on the site for use by the installers. If buyer fails to perform the tasks to be performed by buyer as noted on the reverse side of this contract then Flooring First may at its option either cause the installers to perform such tasks and charge its normal hourly fees or not perform such tasks and charge the normal hourly fees for travel to and from the installation site. If the site is otherwise not in proper condition and available for the installers to perform their work then Flooring First may at its option charge its normal hourly fees for travel by the installers to and from the installation site.
11. Door and Fixture Removal. Buyer acknowledges and agrees that doors and/or plumbing fixtures may have to be removed in order to properly install the merchandise. Flooring First shall not be responsible for any chipping scratching or other images as a result of such removals and or reinstallation's including the replacement of any older plumbing fixtures that sustain damage as a result of such removal and or reinstallation and unless all trimming and rehanging of doors is specified in the contract to be done by Flooring First, Buyer shall be responsible for all trimming and rehanging of doors.
12. Title. Title to the merchandise that is the subject of this Contract shall not pass to Buyer until the purchase price is paid in full. Flooring First shall retain a purchase money security interest in the merchandise until payment in full has been made and such purchase money security interest is released. Buyer shall protect and preserve the merchandise located on Buyer's premises and shall not sell pledge or mortgage the merchandise. Buyer hereby provides Flooring First a power of attorney on behalf of buyer to take all actions that Flooring First may deem necessary to protect this security interest and to protect the merchandise.
13. Remedies. Upon default by buyer in the performance of any term or condition herein, Flooring First may sue for the unpaid balance, take possession of the merchandise, and exercise any and all right of a secured party under the Uniform Commercial Code of Illinois and retain any and all payments previously made by buyer as liquidated damages and/or pursue any and all other remedies available to Flooring First at Law or in Equity. Flooring First may revise pricing or mathematical errors and shall provide notice thereof to buyer.
14. Forfeiture. Notwithstanding section 6, if buyer does not take receipt or allow installation of the merchandise within 180 days after Flooring First receives the merchandise from its supplier then Flooring First at its option may cancel this contract, retain the deposit, and either sell or otherwise dispose of the merchandise at its complete discretion.
15. Limited Warranties. Manufacturers warranties are in effect after purchase is completed. Please see our website at www.flooringfirst.com for full information.
16. Invalidity. In the event any provision of this contract shall be held to be invalid, it shall not affect the validity of the remaining provisions of this contract.
17. Assignment. This contract is not assignable by buyer without the written consent of Flooring First, and any attempted assignment without such written consent shall be null and void. Flooring First may assign this contract at any time without the consent of the buyer.
18. Notices. Any written notice pursuant to this contract shall be given personally, in which event it shall be deemed served when tendered by mail in which event it shall be deemed served three business days by overnight carrier. Each party shall be responsible for providing the other party with accurate and current address and fax numbers if different from those set forth on the reverse side of this contract.
19. Acceptance. This contract shall not be binding under Flooring First until either approved in writing by an officer or the store manager of Flooring First or performed by Flooring First.
20. Entire Agreement. This contract, along with any contractor allowance authorization in existence between Flooring First and the contractor if buyer is working with a contractor, contains the entire understanding between the parties and supersedes any prior agreements between the parties concerning the subject matter of this contract. If there is any conflict between the terms and conditions of this contract and the terms and conditions of the authorization the terms and conditions of this contract shall control.
21. Amendment. This contract may only be modified and amended by a written document executed by both parties.
22. Laws. This contract shall be governed by the internal law of the state of Illinois without regard to its laws of conflicts.
23. Headings. The section headings are for convenience only and shall not control or affect the meaning or construction, or limit the scope or intent, of any provision in this contract.