

# **REQUEST FOR PROPOSALS**

## **Mondo Advanced Flooring**

### **PANA HIGH SCHOOL**

The Pana Community Unit School District #8, 14 East Main Street, P.O. Box 377, Pana, Illinois 62557, will be receiving sealed proposals for a new Mondo Advanced Floor for the Pana High School multi- purpose gym.

The proposal specifications will be on file with the Director of Buildings and Grounds and may be picked up any time after March 3, 2021 from 8:00 a.m. until 4:00 p.m. at the address below.

Director of Buildings and Grounds  
Pana CUSD #8  
14 Main Street  
Pana, Illinois 62557  
Telephone: 217-562-1524

**Proposal due date: March 15, 2021 by 10:00 a.m.**  
**Proposals will be opened in the Unit Office Board Room at that time.**

No proposals may be withdrawn for a period of 60 days after the opening.

The Board of Education reserves the right to waive any irregularities, reject any and all proposals, when in its opinion such action will serve the best interest of the Board of Education of Pana Community Unit School District #8.

By Authorization of the Board of Education.  
Mr. Jason Bauer, Superintendent



2910 Falling Waters Blvd  
Lindenhurst, IL 60046  
Ph: 847.245.8450  
Fax: 847.245.8590  
[www.kieferusa.com](http://www.kieferusa.com)

## KIEFER USA PROPOSAL

Attn: Jeff Stauder – Director of Buildings & Grounds  
Project: Pana High School Multipurpose Gym  
Pana, IL  
Date: March 15<sup>th</sup>, 2021  
Work Type: Resilient Athletic Flooring

*Pricing is based on RFP issued by Pana Community School District #8*

Area	Scope of Work	Cost
± 7,455 Net Ft <sup>2</sup>	<p><b><u>Resilient Athletic Flooring</u></b></p> <ul style="list-style-type: none"> <li>Furnish and Install Mondo Advance Vulcanized 8mm Resilient Athletic Flooring. Material to (2) Colors from Manufacturer's Standard Color Line. Includes Accent Color at Main Basketball Keys and 3'-0" Border at Perimeter.</li> <li>Painted Gameline Striping: One (1) Basketball and One (1) Volleyball.</li> <li>Includes Black 4" Vinyl Wall Base Around Perimeter.</li> <li>Includes Transitions at Entryways and to Adjacent Wood Court.</li> <li>Includes Moisture Testing.</li> </ul> <p><b><u>Exclusions:</u></b></p> <ul style="list-style-type: none"> <li>Demo of Existing Tile Flooring.</li> <li>Grinding of Concrete Slab – Minor Prep Included.</li> <li>Graphics/Logo</li> </ul>	
	<b>TOTAL LUMP SUM PRICE</b>	<b>\$ 114,200.00</b>

All areas must remain free and clear of all trades, tools, and debris while installation is in process. All overhead work must be completed prior to our arrival on the jobsite. It is strongly recommended that all other finishes be installed prior to our arrival on the jobsite. Rubber base, transitions, nosing, and other accessories are to be furnished and installed by others. Pricing does not include final cleaning or protection of the new floor surface. Pricing is based on material being selected from the manufacturer's standard colors; any custom colors will require an additional charge. Unforeseen Work Site Conditions: If concealed or unknown conditions, including, but not limited to, surface, subsurface and/or site environmental conditions, which affect in whole or in part the performance of the Work are encountered, then Kiefer USA shall stop work and give written notice thereof to appropriate party (e.g., Owner, General Contractor, Construction Manager, etc.). The Agreement (e.g., costs, prices, schedule, etc.) shall be adjusted accordingly. Please note the following items regarding the concrete subfloor for synthetic flooring, as established by the American Sports Builders Association:

- Vapor emissions from a concrete slab can cause adhesion failure in athletic flooring, therefore, it is necessary to use a below-slab vapor retardant barrier system. It is important that a vapor barrier be installed intact, and without any breaches.
- The concrete subfloor must be tested by an independent third-party testing agency, at no cost to Kiefer USA, and test results should be furnished to Kiefer USA prior to our arrival on the jobsite. Acceptable standards regarding vapor emissions are 85% for RH Testing. For current standards, refer to ASTM F-2170-09.





- Prior to our arrival on the site, all concrete floor slabs must be tested for planarity; the manufacturer requires not more than 1/8" deviation within a 10'-0" radius. Any repair work necessary to correct surfaces to meet the above requirements must be done by others. Floor preparation work done by Kiefer USA is limited to smoothing of minor hairline cracks, small holes, and other minor imperfections not exceeding 1/8" deep or wide.
- As the construction industry progresses in product application, Kiefer USA has been encountering more concrete that include fiber mesh in concrete mix designs. This fiber can become a detriment for the completed synthetic floor installations, dependent on size, structure and exposure on the surface of concrete. As situations have presented additional costs to remediate the fibers, we encourage discussion on this important detail with Kiefer USA Project Management prior to inclusion in concrete to receive our synthetic floors.
- Any contraction or construction joints placed in the floor have the possibility of moving. If these joints move for any reason, that change could, to some degree, telegraph through the athletic surface. Kiefer USA will feather out saw cuts, with one layer of the manufacturer's adhesive, not to be applied deeper or wider than 1/8". Kiefer USA cannot be held responsible for any telegraphing, or the stability of the concrete installed by others.

Kiefer USA can provide additional information on any of the above items upon request.

Payment Terms: 50% Deposit Upon Signing, 40% Upon Material Delivery, 10% Upon Completion.  
Financing Options Are Available.

This proposal-pricing letter is valid for 90 days from the date of proposal, as noted above. If the above pricing is acceptable, please sign below, and return to our corporate office with your purchase order as soon as possible, so we may proceed as per the project requirements. If you have any questions regarding this proposal, please contact Michael Mattea at 847.245.8450, ext. 125.

Respectfully Submitted,

Jess Wilhite  
Regional Sales Manager  
Kiefer USA

Michael Mattea  
Project Estimator  
Kiefer USA

Accepted By:

Name Pana CUSD #8 Date 4-2-21  
Company \_\_\_\_\_ Title Superintendent

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**REQUEST FOR PROPOSALS  
Mondo Advanced Flooring  
PANA HIGH SCHOOL**

The Pana Community Unit School District #8, 14 East Main Street, P.O. Box 377, Pana, Illinois 62557, will be receiving sealed proposals for a new Mondo Advanced Floor for the Pana High School multi – purpose gym.

The proposal specifications will be on file with the Director of Buildings and Grounds and may be picked up any time after March 3, 2021 from 8:00 a.m. until 4:00 p.m. at the address below.

Director of Buildings and Grounds  
Pana CUSD #8  
14 Main Street  
Pana, Illinois 62557  
Telephone: 217-562-1524

**Proposal due date: March 15, 2021 by 10:00 a.m.**  
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The Board of Education reserves the right to waive any irregularities, reject any and all proposals, when in its opinion such action will serve the best interest of the Board of Education of Pana Community Unit School District #8.

By Authorization of the Board of Education.

Mr. Jason Bauer, Superintendent

Pana Community Unit School District #8  
14 E. Main Street  
P.O. Box 377  
Pana, IL 62557  
Phone: 217-562-1524  
Email: [jstauder@panaschools.com](mailto:jstauder@panaschools.com)

Specifications for the installation of + or – 7,500 sq2 of 8 mm Mondo floor  
Pana High School All Purpose Room

**Athletic Flooring**

- Furnish and Install Mondo Advanced Vulcanized 8mm Resilient Athletic Flooring. Materials to be up to (2) Colors from Manufacturer's Standard Color Line.
  - Painted Game line Striping: Basketball and Volleyball
  - Include Black 4" Vinyl Wall Base Around Perimeter.
  - Include Transitions at Entryways
  - Include Moisture Testing
- 
- District will demo existing floor

# Independent Contractor Information

Please complete the following information and return it along with your other required documentation to **Pana CUSD #8**.

Business Name: Kiefer U.S.A.

Contact Person: Michael Albrecht

Address: 2910 Falling Waters Blvd.

City: Lindenhurst  
State: IL

Zip Code: 60046

Business Phone: ( 847 ) 245 - 8450 Fax: ( 847 ) 245 - 8590

Cell Phone: ( 847- ) 265- 8885

E-mail address: michael@kieferusa.com

Type of Business: Athletic flooring installer

List of owner(s) and/or officers of company      Brion Ritteberry-President  
Dan Kehoe-Vice President

### **LETTER OF NOTIFICATION**

This is to provide an introduction to all "independent contractors" providing services for **Pana CUSD #8** that the following guidelines must be followed when performing work as an independent contractor:

- All contractors must be properly licensed, insured and bonded (if applicable).
- All contractors must submit a new certificate of insurance at least annually or anytime the carrier changes for property & casualty insurance, general liability insurance, auto insurance and worker's compensation insurance (proof must be provided that the owner/officer has not waived work comp coverage for themselves). District must be named as an additional insured on the policy.
- All contractors must follow State and Federal laws, including OSHA standards
- All construction contractors must sign the Certification of Compliance regarding the Substance Abuse Prevention on Public Works Act and attach a copy of your organization's Substance Abuse Plan for the district to keep on file.
- All contractors must agree to complete background checks on each employee performing services for **Pana CUSD #8** and have successfully completed the background checks as required by the district to meet Illinois School Code. For more information regarding sources for obtaining the required background checks you may contact the school district.
- All contractors are required to pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed. Certified payrolls must be submitted to the school district on a monthly basis (by the 15th of the following month in which the work was performed) in person, by mail, or electronically. In regard to Subcontractors, the General Contractor will be responsible to ensure prevailing wages are paid appropriately.

\* By April 1, 2020, Illinois Department of Labor (IDOL) is required to create an electronic database that will accept payrolls. Once the database is developed, contractors must directly submit certified payrolls to the online database in addition to providing to the school district.

We appreciate your cooperation in following the above guidelines when performing work for **Pana CUSD #8**. We ask that you review and sign the items included which acknowledges your willingness and agreement to follow these guidelines established and a commitment to provide any required documentation included or additional items as requested to verify the above guidelines have been met. Please have this information returned back to our office no later than \_\_\_\_\_.

Respectfully,

Jason Bauer  
Superintendent  
Pana CUSD #8

**List of employees & their title:**  
(Only those employees who will be working on projects for Pana CUSD #8)

(Only those employees who will be working on projects for Pana CUSD #8)

[illegible]




Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Kiefer Specialty Flooring, Inc.**

**2** Business name/disregarded entity name, if different from above  
**Kiefer U.S.A.**

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☒ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) \_\_\_\_\_  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**2910 Falling Waters Blvd.**

**6** City, state, and ZIP code  
**Lindenhurst, IL 60046**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

			-						
--	--	--	---	--	--	--	--	--	--

or

**Employer identification number**

3	6	-	3	4	2	9	7	6	9
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### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person  Date **3/15/2021**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
- Form 1089-C (canceled debt)
- Form 1089-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# Pana Community Unit School Dist. No. 8

14 East Main Street  
P.O. Box 377  
Pana, IL 62557

## Be A Part of the Pride

TELEPHONE: 217-562-1500  
FAX: 217-562-1501

The Substance Abuse Prevention on Public Works [Projects] Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project.

I, the undersigned, do hereby agree to provide a copy our written Substance Abuse Prevention Plan as required by Pana CUSD #8. We understand that Independent Contractor Name must have successfully completed drug testing on all employees as required by the school district in advance of performing any work.

Print Name: Brion Rittenberry

Signature:



Date: 3/15/2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on  
this 15th day of March, 2021.

Signature



County, State of Illinois



Board of Education  
Wilfred C. Beyers III, President  
Doug Kirkbride, Vice President  
Craig Deere, Secretary  
Anne Dom  
Kyle Anderson  
Mark Beyers  
James Moon

Jason Bauer, Superintendent



Principals  
Senior High, Casey Adam  
Assistant Principal, Henth Strom  
Junior High, Juletta Ellis  
Lincoln, Kelly Millburg  
Washington, Cheri Wyson  
Gary Ade - Athletic Director



# Pana Community Unit School Dist. No. 8

14 East Main Street  
P.O. Box 377  
Pana, IL 62557

## Be A Part of the Pride

TELEPHONE: 217-562-1500  
FAX: 217-562-1501

I the undersigned do hereby agree to complete background checks as required by the school district for all employees performing work for Pana CUSD #8. We understand that Independent Contractor Name must have successfully completed the background checks as required by the school district in advance of performing any work.

Print Name: Brion Rittenberry

Signature: 

Date: 3/15/2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on

this 15th day of March, 2021.





Board of Education  
Wilfred C. Beyers III, President  
Doug Kirkbride, Vice President  
Craig Deere, Secretary  
Anne Dorn  
Kyle Anderson  
Mark Beyers  
James Moon

Jason Bauer, Superintendent



Principals  
Senior High, Casey Adam  
Assistant Principal, Heath Strom  
Junior High, Juletta Ellis  
Lincoln, Kelly Millburg  
Washington, Cheri Wysong

Gary Ade - Athletic Director

# Pana Community Unit School Dist. No. 8

14 East Main Street  
P.O. Box 377  
Pana, IL 62557

## Be A Part of the Pride

TELEPHONE: 217-562-1500  
FAX: 217-562-1501

I the undersigned do hereby acknowledge that any employees performing work for **Pana CUSD #8** on behalf of Independent Contractor Name will be paid a wage of no less than the general prevailing hourly rate as paid for work of a similar character in Christian County.

Independent Contractor Name will submit certified payrolls to the school district on a monthly basis (by the 15<sup>th</sup> of the following month in which the work was performed) in person, by mail, or electronically. In regard to Subcontractors, the General Contractor will be responsible to ensure prevailing wages are paid appropriately.

Print Name: Brion Rittenberry

Signature:

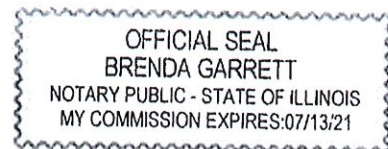


Date: 3/15/2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on

this 15th day of March, 2021.

Brenda Garrett



Board of Education  
Wilfred C. Beyers III, President  
Doug Kirkbride, Vice President  
Craig Deere, Secretary  
Anne Doni  
Kyle Anderson  
Mark Beyers  
James Moon

Jason Bauer, Superintendent



Principals  
Senior High, Casey Adam  
Assistant Principal, Heath Strom  
Junior High, Juletta Ellis  
Lincoln, Kelly Millburg  
Washington, Cheri Wysong  
Gary Ade -- Athletic Director

### **Insurance Requirements**

The Contractor shall procure, place on file, and maintain during the period of the project/contract, the insurance described, and the amounts specified in the following subparagraphs and naming Pana CUSD #8 as an Additional Insured.

- Commercial General Liability
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations
  - \$1,000,000 Per Occurrence-Bodily Injury and Property Damage – Organization's Liability
- Commercial Professional Liability
  - \$1,000,000 General Aggregate
- Umbrella Liability (Minimum Limits, Subject to the Project Cost)
  - \$1,000,000 General Aggregate
  - \$1,000,000 Each Occurrence
- Automobile
  - \$1,000,000 Combined Single Limit
- Worker's Compensation
  - A limit of not less than minimum statutory limits for the State of Illinois.

Insurance shall be with a company or companies licensed to do business in Illinois, licensed by the Department of Insurance of Illinois, and rated with a "A-" (Excellent) or better in the current edition of Best's Key Rating Guide and acceptable to Pana CUSD #8. The Contractor shall furnish Pana CUSD #8 with a Certificate of Insurance showing that such insurance is in effect (sample attached). This policy must remain in force for the entire duration of the project/contract. Insurance shall not be terminated, cancelled, or materially changed without sixty (60) days advance written notice to the district. All liability policies shall name Pana CUSD #8, its Board Members, employees, agents, volunteers, and students as an Additional Insured and shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with any loss, damage, or injury resulting from the negligence or other fault of Contractor, Contractor's Agents, Representatives, and Employees.

The Contractor agrees to defend, indemnify, and hold Pana CUSD #8 and Affiliates harmless from and against any claims for personal injury or damages to property arising out of or in connection with the Contractor's responsibilities under this agreement.

This is a Certificate of Liability Insurance. Notice the policy listed in the General Liability section of this certificate is not an automobile liability policy and does not provide coverage for the automobile liability coverage. The coverage is provided from the workers compensation insurance coverage.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/2008

PRODUCER  
We Insurance Insurance Agency, Inc.  
123 S. Main  
Anywhere, USA

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

INSURED  
ABC Construction Company  
456 S. Main  
Anywhere, USA

INSURERS AFFORDING COVERAGE  
INSURER A: American Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THIS INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JEOT <input type="checkbox"/> LOG	00000000	04/08/2008	04/08/2009	EACH OCCURRENCE \$ 1,000,000 TOWERS TO TOWERS PREMISES (each occurrence) \$ 100,000 MED EXP (Any one person) \$ 500,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	00000000	04/08/2008	04/08/2009	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA AGG \$ AGG \$
	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	00000000			EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Yes, describe under SPECIAL PROVISIONS below) OTHER	00000000	04/08/2008	04/08/2009	<input checked="" type="checkbox"/> VOLUNTARY LIMITS EL, EACH ACCIDENT \$ 500,000 EL, DISEASE - EA EMPLOYEE \$ 500,000 EL, DISEASE - POLICY LIMIT \$ 500,000

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

School District named as an additional insured here

### CERTIFICATE HOLDER

John Smith Building Owner  
789 S. Main  
Anytown, USA

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 28 (2001/03)

© ACORD CORPORATION 1988





**MONDO AMERICA**  
**INDOOR LIMITED MATERIAL WARRANTY**

Warranty Holder:	<i>[Insert Warranty Holder Information]</i>	Warranty Term:	<i>10 years against Excessive Wear 1 year against Manufacturing Defects</i>
		Commencement date:	
Mondo Order Number:	<i>[Insert Purchase Order]</i>	Specified Product(s):	<i>Advance Vulcanized</i>
Project/Facility Name:		Project/Facility Address	

1. Subject to the terms and conditions hereof, Société Mondo America Inc. ("Mondo") provides this Limited Material Warranty to the above specified Warranty Holder covering the above-referenced Specified Product(s): (a) for a period of one (1) year against manufacturing defect which such manufacturing defect prevents use of the Specified Product(s), and (b) for a period of ten (10) years against surface wear through the top surface to the underlayment from normal use in areas other than pivot or high stress areas ("Excessive Wear"). (A valid claim for Manufacturing Defect or Excessive Wear will be collectively referred to as a "Covered Claim"). For all purposes hereof, the Warranty Term shall commence on the date which is thirty (30) days from Mondo's date of shipment for the Specified Product(s) (the "Warranty Commencement Date").

2. Subject to the terms and conditions hereof, Mondo warrants that in the event of a valid Covered Claim covered by this Limited Material Warranty, which such Specified Product has been installed and maintained in accordance with the Mondo's specifications, technical specifications and/or technical bulletins Mondo shall at its sole discretion elect either: (a) to repair the affected area(s) of the Specified Product(s) proven to be subject to the Manufacturing Defect or Excessive Wear; or (b) to ship replacement product reasonably equivalent to the affected area(s) of the Specified Products proven to be subject to the Manufacturing Defect or Excessive Wear; or (c) to supply at Mondo's discretion an overlay product similar to the Specified Product or an Alternative Product(s) not identical in type, thickness or otherwise from the Specified Product; that is/are installed on top of the affected area(s) of the Specified Product proven to be subject to a Manufacturing Defect or Excessive Wear; provided, however, that specifically excluded from this Limited Material Warranty is any claimed defect that affects only an aesthetic property or attribute of the Specified Product.

3. Notwithstanding any contrary provision hereof, in no event shall any liability of Mondo hereunder exceed the actual cost of the Specified Product or Alternative Product required to repair, replace or overlay (in Mondo's sole discretion) the affected area(s) of the Specified Product(s) (the "Liability Limit"). Furthermore in consideration of the fact that all products depreciate over time, Mondo's Liability Limit for any Excessive Wear hereunder shall, starting on the first (1<sup>st</sup>) anniversary of the Warranty Commencement Date, reduce each year during the Term by ten (10%) percent of the initial Liability Limit. For example, unless Mondo has received written notice of an Excessive Wear claim prior to the first anniversary of the Warranty Commencement Date, Mondo's total liability shall be reduced to ninety (90%) percent of the initial Liability Limit until the next anniversary of the Warranty Commencement Date, at which time Mondo's total liability shall be reduced to eighty (80%) percent of the initial Liability Limit, with further ten (10%) per cent reductions of the initial Liability Limit on each such anniversary throughout the Warranty Term.

4. EXCLUSIONS AND DISCLAIMERS. MONDO'S LIABILITY HEREUNDER SHALL BE LIMITED AS SPECIFIED ABOVE, WHICH SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION OF MONDO HEREUNDER. MONDO SHALL HAVE NO LIABILITY FOR ANY CLAIM WHICH IS NOT A COVERED CLAIM. UNDER NO CIRCUMSTANCES WILL MONDO BE LIABLE FOR LABOR OR ANY OTHER COSTS INCURRED IN CONNECTION WITH THE REPAIR, REMOVAL, INSTALLATION OR REPLACEMENT OF ANY SPECIFIED PRODUCTS COVERED BY THIS LIMITED MATERIAL WARRANTY, EXCEPT AS SPECIFICALLY PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL MONDO BE LIABLE FOR DIRECT OR INDIRECT DAMAGES, LABOR, REMOVAL, INSTALLATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS, LOST SALES, INJURY TO PROPERTY OR ANY OTHER DAMAGES, LOSSES OR CONTINGENCIES DUE TO OR ARISING OUT OF ANY SPECIFIED PRODUCT, WHETHER OR NOT SUBJECT TO A MANUFACTURING DEFECT. THE LIMITED MATERIAL WARRANTY IS VALID ONLY FOR THE SPECIFIED WARRANTY HOLDER AND IS NOT ASSIGNABLE OR TRANSFERABLE UNDER ANY CIRCUMSTANCES. THERE SHALL BE NO THIRD PARTY BENEFICIARIES (INTENDED OR OTHERWISE) HEREUNDER. THIS LIMITED MATERIAL WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITATION ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALSO IS IN LIEU OF ANY OTHER OBLIGATIONS ON THE PART OF MONDO (CONTRACTUAL, TORT OR OTHERWISE). THIS LIMITED MATERIAL WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY MONDO AND IS A COMPLETE AND EXCLUSIVE

STATEMENT OF ITS OBLIGATIONS. MONDO MAKES NO REPRESENTATIONS, EXPRESSED OR IMPLIED, NOT SPECIFIED HEREIN. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY MONDO'S EMPLOYEES, REPRESENTATIVES, AGENTS, DEALERS, OR DISTRIBUTORS THAT DIFFER, ENHANCE, AMEND OR EXTEND IN ANY MANNER FROM THE TERMS OF THIS WRITTEN LIMITED MATERIAL WARRANTY SHALL BE OF NO FORCE OR EFFECT. NO REPRESENTATIVE, AGENT OR EMPLOYEE OF MONDO, OR ANY OTHER PERSON, IS AUTHORIZED TO ASSUME FOR MONDO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY WITH MONDO FLOOR COVERING EXCEPT AS DESCRIBED ABOVE.

5. Without limiting the foregoing and subject to the particular type of Specified Product involved, this Limited Material Warranty shall not cover damage to the Specified Product(s) caused in whole or in part by any of the following: (a) usage for which the Specified Product(s) was not designed; (b) faulty design and/or construction of the building and/or sub-base; (c) failure of the other contractors to adhere to their specifications; (d) deficiencies in the concrete or asphalt slab; (e) excessive dryness in the concrete slab; (f) failure to install correctly moisture and/or vapor barriers; or (g) excessive moisture or alkali from humidity, spillage, mechanical failure, migration through the slab or walls, or from any other source.

6. Specifically excluded from this Limited Material Warranty is any Specified Product which has been subjected to neglect, abuse, or wear in pivoting areas and high stress areas. Without limiting the foregoing, this Limited Material Warranty in addition does not cover damage due to skate blades, free-weights, stains, gouges, punctures, tears, accidents, or damage resulting from any intentional misuse of products; luster reduction from use; normal wear and tear; scaling, cracking and gradual changes in color shading due to exposure to sunlight and/or climatic conditions. Differences in color/shading/flecking and marblisation variations with any actual samples, printed illustrations and/or previous productions are also excluded under this Limited Material Warranty.

7. In no event shall Mondo have any liability for any patent defects or discrepancies which were or could have been discovered prior to installation of the Specified Products. Nor shall Mondo have any liability for any failure to comply with Mondo's storage recommendations, nor for any Specified Products which have been stored for more than six (6) months prior from date of shipment from Mondo.

8. This Limited Material Warranty shall not apply to Specified Products which have been discontinued or Specified Products in a discontinued color, marblisation or flecking at the time of sale, or to goods sold as seconds or B grade. This Limited Material Warranty shall become void if the proper Mondo adhesive or Mondo recommended adhesive has not been used on the installation, if the Specified Product has not been installed by certified installers, or if the Specified Product has not been maintained in accordance with all of Mondo's specifications.

9. As a condition precedent to any of Mondo's obligations hereunder, the Purchaser must provide written notice to Mondo at 2655 Francis Hughes, Laval, Quebec, Canada H7L 3S8 within the earlier of either (a) expiration of the applicable Warranty Period (i.e., one year for a claim of Manufacturing Defect, and ten years for a claim of Excessive Wear) and (b) the date which is ten (10) days after the discovery of any alleged defect. Such notice shall include the details and photographs concerning the alleged defect. After notification, an authorized Mondo representative shall have the right to inspect and verify the alleged defect. Promptly thereafter, Mondo will, if it determines the claim to be valid, and at its discretion, elect one of the options as provided in paragraph 2 herein above. If shipment of an alternative product(s) is elected in accordance with this Limited Material Warranty, Mondo will try to supply a color and embossing, to the extent that they are reasonably available, close to that of the Specified Product at the basis of the warranty claim. If a product similar to the Specified Product is to be supplied, Mondo will make reasonable efforts, to provide a similar product in color and texture/finish, if its production can be combined with a production run of the same product and color; however Mondo cannot guarantee an exact match of color, shading, marblisation, fleck dispersion, or finish of the Specified Product(s) to be repaired, replaced or overlaid.

10. An express condition precedent to any and all liability hereunder shall be Mondo's receipt of full payment for the Specified Materials. In no event shall Mondo have any liability hereunder unless Mondo has received full payment for the Specified Materials.

11. No delivery of a specified or alternative product(s) for any repair(s), replacement(s) or overlay(s) shall be deemed to extend or prolong the Term of this Limited Material Warranty. This Limited Material Warranty shall be void if the Specified Products are repaired, replaced or overlaid by persons other than those authorized and approved by Mondo to perform such work.

12. Receipt and installation of any and all Specified Products constitutes acceptance of this Limited Material Warranty and all of its terms, conditions, limitations and disclaimers.

SOCIÉTÉ MONDO AMERICA, INC.

By:

Date:

Certificate number: