

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2024-0203

**Contract #:** 20240203

**Start date:** 3/18/2024

**End date:** 8/31/2026

**Amount:** \$ 88,950.00

**Contingency Amount:** \$ 2,669.00

**Department:** Recreation & Parks

**Total Contract Amount:** \$91,619.00

**Contract Type:** Professional Services

**Contractors Name:** Sound Works Productions DBA Vantage Production Group

**Status of Ownership:** N/A

**Status of Sub:** N/A

**Certification:** Attached  Self-Certifying  Did not disclose

**Contract Description:** CPW Concert Lighting, Sound, Truss, Rigging & Other Rental Equipment.



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
Sound Works Productions dba Vantage Production Group FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made March 18, 2024, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Sound Works Productions dba Vantage Production Group (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with Centennial Park West Lighting, Sound, Truss, Rigging & Other Rental Equipment (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

The Consultant’s Proposal or Bid No.13025-2, 13116-1, 13117-1, and dated February 27, 2024; and/or

Village of Orland Park RFQ/RFP/Purchase Order No. 24-029.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request For Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);

the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

A not-to-exceed amount of \$88,950, plus a contingency of \$2,669 for 2024 for a total amount not-to-exceed \$91,619.00 (“Contract Price”) and Board approved budgeted amount for 2025 and 2026.

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$91,619.00 in 2024. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant

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incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
  - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly

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performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

- Scope of Services as set forth in the Consultant's proposal dated February 27, 2024 (Exhibit A)  
 Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than June 1, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than August 31, 2026 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such

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consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the Village:**

Name: Erin Cortilet  
Village of Orland Park

14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6145  
Facsimile: \_\_\_\_\_  
Email: ecortilet@orlandpark.org

**To the Consultant:**

Name: Daniel Nickleski  
Company: Sound Works Productions dba Vantage  
Production Group  
Address: 13856 101st Street, STE F  
City, State, Zip: Lemont, IL, 60439  
Telephone: (815) 900-2163  
Facsimile: \_\_\_\_\_  
Email: daniel@soundworkspro.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the

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resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.

- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

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- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:  
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
- (iv) Professional Liability:

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- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
  - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
  - (v) Umbrella Policy:  
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
  - (vi)  Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
    - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
    - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or

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CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

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- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

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14. **Professional Standard:** The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. **Feasibility of Performance.** The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
  - B. **Ability to Perform:** The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
  - C. **Authorized to do Business in Illinois:** The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
  - D. **Certification to Enter into Public Contracts:** The Consultant certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
  - E. **Payment to the Illinois Department of Revenue:** Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. **Debarment.** The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. **Interest of members of the Village:** Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
  - H. **Interest of Professional Services Provider and Employees.** Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the

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performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

15. **No Conflicts of Interest:** The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. **Compliance with Laws:** Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. **Equal Employment Opportunity:** The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. **Certifications:** By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. **Project Documentation:** Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to

**\*1301342-03-11-14\***

the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. 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. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village 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 under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

**\*1301342-03-12-14\***

26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Sound Works Productions dba Vantage Production Group	VILLAGE OF ORLAND PARK
E-SIGNED by Daniel Nickleski	E-SIGNED by George Koczwar
By: on 2024-04-03 16:29:21 GMT	By: on 2024-04-03 17:07:48 GMT
Name: Daniel Nickleski	Name: George Koczwar
COO	Village Manager
Its & Authorized Agent	Title:

**\*1301342-03-13-14\***

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated February 27, 2024  
and/or in Village Proposal Number 24-029 dated March 4, 2024

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

**\*1301342-03-14-14\***



# VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
www.orlandpark.org

## Master

**File Number: 2024-0203**

**File ID:** 2024-0203

**Type:** MOTION

**Status:** PASSED

**Version:** 0

**Reference:**

**Controlling Body:** Board of Trustees

**File Created Date :** 03/11/2024

**Agenda Entry:** Centennial Park West Concert Lighting, Sound, Truss, Rigging and Other Rental Equipment Award

**Final Action:** 03/18/2024

**Title:** Centennial Park West Concert Lighting, Sound, Truss, Rigging and Other Rental Equipment Award

**Notes:**

**Sponsors:**

**Res/Ord Date:**

**Attachments:** RFP 24-029 - Scope of Work, RFP 24-029 - Tabulation, RFP 24-029 Centennial Park West Lighting, Sound, Truss, Rigging & Other Rental Equipment, Vantage PG Quote 13025-2 Orland Concert Series, Vantage PG Quote 13116-1 Orland Concert Series, Vantage PG Quote 13117-1 Orland Concert Series

**Res/Ord Number:**

**Drafter:**

**Hearing Date:**

**Department Contact:**

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Recreation and Parks Department	03/11/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	03/18/2024	APPROVED				Pass

### Text of Legislative File 2024-0203

..Title

Centennial Park West Concert Lighting, Sound, Truss, Rigging and Other Rental Equipment Award

History

The Village's new Centennial Park West concert venue will open for use in 2024. The venue will host the Centennial Park West concerts, Fourth of July, Taste of Orland Park, Market at the Park and Movies in the Park.

The new venue includes a 40' x 60' stage, truss system to hang lights and sound equipment,

and full electrical capability to handle any concert needs.

The new venue provides new capabilities, as well as rental savings from the permanent stage, band suite and electrical supply, each Artist requires specific sound and lighting requirements as outlined in Artist riders.

Staff issued RFP 24-029 (attached) on February 15, 2024 with a submission deadline of March 4, 2024. The scope identified equipment of equal or greater quality than equipment identified from two Artists' riders. The RFP requested three quotes, one for each anticipated concert date over a three year period including 2024, 2025 & 2026. Two dates per year were identified at a higher equipment need level, and one at a slightly lower end of equipment needs.

The RFP resulted in one submittal (attached) from Vantage Production Group by Sound Works.

Quotes are as follows:

**2024**

June: \$33,700

July: \$33,700

August: \$21,550

Total: \$88,950

**2025**

June: \$35,000

July: \$35,000

August: \$22,550

Total: \$92,550

**2026**

June: \$36,300

July: \$36,300

August: \$23,550

Total: \$96,150

Vantage Production Group (VPG) formerly known solely as Sound Works Productions has successfully supported Village concerts, including the Centennial Park Concert Series, Fourth of July and Taste of Orland for several years.

VPG's possesses extensive experience in the production of concerts at national and international levels to local cover bands. VPG's equipment inventory and relationships with sound and light rental agencies enable VPG to meet the specific needs and demands of Artists. Lead by hand-on-owners, VPG employs a crew of professionals capable of producing the most complex and equipment intensive performances.

VPG's proven production success with the Village makes them a reliable choice to support Centennial Park West Concerts in 2024, 2025 and 2026.

Staff seek Board approval to enter into a three-year agreement with the Vantage Production Group at the quoted costs, plus a 3% contingency per show. The contingency allows for production flexibility to meet the needs as outlined in each Artists' rider.

**Financial Impact**

\$88,950 is budgeted in 1009220-444500 to support sound, lighting, rigging and other equipment needs for CPW concerts. Staff anticipate savings from 1009220-444550 to offset the additional expenses above the budgeted amount.

**Recommended Action/Motion**

I move to approve awarding RFP 24-029 Centennial Park West Lighting, Sound, Truss, Rigging and Other Rental Equipment to Vantage Production Group by Sound Works at a cost not to exceed \$88,950, plus a contingency of \$2,669 for 2024 and Board approved budgeted amount for 2025 and 2026;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.



**NOTEPAD:**

HOLDER CODE **VOORLPA**  
INSURED'S NAME **Sound Works Productions, Inc.**

**SOUND-1**  
**OP ID: MY**

PAGE 2  
Date **03/20/2024**

Additional Insureds on a primary non contributory basis including completed operations as respects General Liability & Auto Liability. Waiver of Subrogation in favor of the Additional Insureds as respects General Liability, Auto Liability and Workers' Compensation, all the foregoing as required by a written & signed contract. Umbrella follows standard form.

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents

 **ORLAND PARK**  
**INSURANCE REQUIREMENTS**

*Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form*

**WORKERS' COMPENSATION & EMPLOYER LIABILITY**

Full Statutory Limits - Employers Liability  
\$500,000 – Each Accident \$500,000 – Each Employee  
\$500,000 – Policy Limit  
Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY (ISO Form CA 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage

**GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
**Additional Insured Endorsements:** *(not applicable for Goods Only)*  
ISO CG 20 10 or CG 20 26  
and  
CG 20 01 Primary & Non-Contributory  
Blanket Waiver of Subrogation in favor of the Village of Orland Park

CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

*In addition to the above, please provide the following coverage, if box is checked.*

- LIABILITY UMBRELLA (Follow Form Policy)**  
 \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate  
 \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
 Other: \_\_\_\_\_

**EXCESS MUST COVER:** General Liability, Automobile Liability, Employers' Liability

- PROFESSIONAL LIABILITY**  
 \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
 \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
 Other: \_\_\_\_\_  
Deductible not-to-exceed \$50,000 without prior written approval

**BUILDERS RISK**  
Completed Property Full Replacement Cost Limits – Structures under construction

**ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**  
\$1,000,000 Limit for bodily injury, property damage and remediation costs  
resulting from a pollution incident at, on or mitigating beyond the job site

**CYBER LIABILITY**  
\$1,000,000 Limit per Data Breach for liability, notification, response,  
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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." The required

Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 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 contractor.

ACCEPTED & AGREED THIS 26 DAY OF February, 2024

Daniel Nickleski

Signature

**Daniel Nickleski**

Printed Name & Title

Authorized to execute agreements for:

**Vantage Production Group**

Name of Company

**PROPOSAL SUMMARY SHEET**

RFP #24-029

Centennial Park West Lighting, Sound, Truss, Rigging & Other Rental Equipment

Street Address: 1385 101st Street, Suite F

City, State, Zip: Lemont, IL 60439

Contact Name: Daniel Nickleski

Title: COO

Phone: 815-469-0000 Fax: info@vantagepg.com

E-Mail address: daniel@vantagepg.com

**Price Proposal**

**Use Exhibit B – Equipment List for Pricing**

<u>2024</u>	<u>2025</u>	<u>2026</u>
\$ 33,700	\$ 35,000	\$ 36,300

**Use Exhibit C – Equipment List for Pricing**

<u>2024</u>	<u>2025</u>	<u>2026</u>
\$ 33,700	\$ 35,000	\$ 36,300

**Use Exhibit D – Equipment List for Pricing**

<u>2024</u>	<u>2025</u>	<u>2026</u>
\$ 21,550	\$ 22,550	\$ 23,550

**AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: Daniel Nickleski

Signature of Authorized Signee: *Daniel Nickleski*

Title: COO Date: 2/26/2024

 **ORLAND PARK**  
CERTIFICATE OF COMPLIANCE

---

The undersigned Daniel Nickleski, as COO  
*(Enter Name of Person Making Certification)* *(Enter Title of Person Making Certification)*

and on behalf of Vantage Production Group, certifies that:  
*(Enter Name of Business Organization)*

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes  No

Federal Employer I.D.#: 20-8615388  
*(or Social Security # if a sole proprietor or individual)*

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation Illinois Feb 2007  
*(State of Incorporation)* *(Date of Incorporation)*

**2) STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned  Small Business  ([SBA standards](#))
- Women-Owned  Prefer not to disclose
- Veteran-Owned  Not Applicable
- Disabled-Owned

How are you certifying? Certificates Attached  Self-Certifying

**STATUS OF OWNERSHIP FOR SUBCONTRACTORS**

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned  Small Business  ([SBA standards](#))
- Women-Owned  Prefer not to disclose
- Veteran-Owned  Not Applicable
- Disabled-Owned

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes  No [ ]

The Proposer is eligible to enter into public contracts, and 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.

4) **SEXUAL HARASSMENT POLICY:** Yes  No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes  No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

6) TAX CERTIFICATION:            Yes  No [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

*Daniel Nickleski*

\_\_\_\_\_  
Signature of Authorized Officer

**Daniel Nickleski**

\_\_\_\_\_  
Name of Authorized Officer

**COO**

\_\_\_\_\_  
Title

**2/26/2024**

\_\_\_\_\_  
Date

## REFERENCES

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

Bidder's Name: **Vantage Production Group (Formerly Sound Works)**

*(Enter Name of Business Organization)*

- |                 |   |
|-----------------|---|
| 1. ORGANIZATION | <b>Naperville Settlement</b>                |
| ADDRESS         | <b>523 S Webster Street, Naperville, IL</b> |
| PHONE NUMBER    | <b>630-352-7577</b>                         |
| CONTACT PERSON  | <b>Adison Glick</b>                         |
| YEAR OF PROJECT | <b>Oct 2022 - Present</b>                   |
| 2. ORGANIZATION | <b>Village of Addison</b>                   |
| ADDRESS         | <b>1 Friendship Plaza, Addison, IL</b>      |
| PHONE NUMBER    | <b>630-543-4100</b>                         |
| CONTACT PERSON  | <b>Angelo Sorce</b>                         |
| YEAR OF PROJECT | <b>2013 - Present</b>                       |
| 3. ORGANIZATION | <b>Village of Buffalo Grove</b>             |
| ADDRESS         | <b>50 Raupp Blvd, Buffalo Grove, IL</b>     |
| PHONE NUMBER    | <b>847-459-2500</b>                         |
| CONTACT PERSON  | <b>Tom Wisniewski</b>                       |
| YEAR OF PROJECT | <b>2014 - Present</b>                       |

# Quote

Quote ID: 13025-2  
Name: Orland Concert Series  
Date(s): 8/16/2024 to 8/17/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

To Village of Orland Park  
Ray Piattoni  
14700 South Ravinia Avenue  
Orland Park, IL 60462

RPiattoni@orland-park.il.us



Terms See Terms Below

Submitted 2/27/2024

Valid Until 3/25/2024 5:00 PM

## Equipment List Name: Audio

Out Delivered by SWP  
Back Picked up by SWP  
Setup 8/16/2024 9:00 AM  
Show 8/17/2024 5:00 PM  
Strike 8/17/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### FOH Console

- 1 Digital Audio Mixer Package 40 Channel
- 1 FOH Rack

### FOH Mains

- 18 Nexo GEO s1210
- 4 Nexo GEO s1230
- 12 Nexo RS18 (sub)
- 4 Nexo PS10-R2 10" 2-way loudspeaker
- 2 Nexo FOH Amp Rack
- 1 Nexo FOH Amp Rack
- 1 Cable Package

### Monitors

- 1 Digital Audio Mixer Package 48 Channel
- 4 12" 2-Way Floor Monitor
- 1 Dual 18" Drum Fill Sub
- 1 12" 2-Way Drum Fill Top
- 1 Monitor Amp Rack

### In Ear Monitors

- 1 PWS Helical Antenna

Initial: \_\_\_\_\_

# Quote

Quote ID: 13025-2  
Name: Orland Concert Series  
Date(s): 8/16/2024 to 8/17/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

---

12 Sennheiser EW300IEM- G3 Stereo Receiver A Band (516-558 MHz)

8 Sennheiser EW300IEM- G3 Stereo Transmitter A Band (516-558 MHz)

1 Sennheiser AC3000 8 Channel IEM Antenna Combiner

4 Shure SE215-CL Single Driver IEM Earphones CLEAR

## **Snake**

1 200' 1ch Dual Shield EtherCon/PowerCon/DMX

1 Midas DL251 Patch Rack w/Hardwired 25' Ramlatch Split

1 Multi Pair - 4pr XLR 300'

## **Microphones/DIs/Cables**

1 Utility Work Box, XLR, and Microphone Package

## **Wireless Microphones**

1 Shure Axient AD4QNP-A 4 Channel Receiver

4 Shure ADX2 G57 Handheld

1 RF Venue DFIN Diversity Antenna 470-698 MHz

## **Stands**

1 Microphone Stand Package

## **Comms**

2 Hotspot Shout Speakers

2 Shure SV200 w/ Switch

2 Mic Cable, 10'

1 EtherCON Cat6 (Shielded) 250'

## **Cable**

1 Cable Package

## **Power**

1 Audio Power Distro 100A 3-Phase w/ Pass Thru

1 A/C, 5-Wire 100' #1 feeder Cam to Cam

## **Rigging**

2 1/2 Ton Motor Package

1 1/2 Ton Motor Control PKG

1 Nexo Geo S12 Flybar PKG

## **Misc**

1 Tarp Package

---

Initial: \_\_\_\_\_

# Quote

Quote ID: 13025-2  
Name: Orland Concert Series  
Date(s): 8/16/2024 to 8/17/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

## Equipment List Name: Lighting

Out Delivered by SWP  
Back Picked up by SWP  
Setup 8/16/2024 9:00 AM  
Show 8/17/2024 5:00 PM  
Strike 8/17/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### Lighting - Control

- 1 Chamsys MQ70 PKG
- 1 Chamsys Extra Wing Compact
- 1 Chauvet Artnet Opto Node Rack
- 1 2ch EtherCON / PowerCON / 2ch 5 Pin DMX 200'

### Lighting - Fixtures Conventional

- 14 Chauvet Rogue R2 Wash

### Lighting - Fixtures Moving

- 6 Chauvet Outcast Hybrid Moving Head IP65 Light
- 12 Chauvet Outcast Beam Wash Moving Head IP65 Light
- 6 Chauvet Rogue Outcast 3 Spot

### Lighting - Fixtures Effects

- 2 Chauvet Strike Array 4 Light LED Blinder
- 6 2 Light LED Blinder

### Lighting - Atmosphere

- 2 Antari F7 Smaze Haze / Fog Unit

### Cable

- 1 Cable Package

### Power

- 1 Distro 100A/3phase
- 1 A/C, 5-Wire 100' #2 feeder Cam to Cam
- 1 Tie in tool kit
- 1 A/C, 5-Wire #2 Cam to Bare Wire

### Rigging

- 8 Truss 12"x12" Box 10'
- 1 Truss Bolts
- 4 1 Ton Chain Motor
- 12 Shackle 5/8"

Initial: \_\_\_\_\_

# Quote

Quote ID: 13025-2  
Name: Orland Concert Series  
Date(s): 8/16/2024 to 8/17/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

---

6 Rigging Steel 5'  
12 Span Set w/ GacFlex 3'

**Misc**

1 Aiming Pole  
1 Tarp Trunk

---

Initial: \_\_\_\_\_

# Quote

Quote ID: 13025-2  
Name: Orland Concert Series  
Date(s): 8/16/2024 to 8/17/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

## Equipment List Name: Labor

Out Delivered by SWP  
Back Picked up by SWP  
Setup 8/16/2024 9:00 AM  
Show 8/17/2024 5:00 PM  
Strike 8/17/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### Labor

- 1 FOH Engineer
- 1 Monitor Engineer
- 1 Audio Tech
- 1 Lighting Designer
- 1 Lighting Tech
- 6 Set Tech (Set Day)
- 2 Strike Tech
- 2 Rigger

### Transport

- 1 Delivery

---

## Event Totals

Quote Total **\$21,550.00**

**Please note our new remittance address**

Please remit payment to:  
Vantage Production Group  
1385 101st Street, STE F  
Lemont, IL 60439

Vantage Production Group is a division of Sound Works Productions, Inc.  
ACH details available upon request. Contact Daniel@SoundWorksPro.com

Initial: \_\_\_\_\_

# Contract

Quote ID 13025-2  
Event Name Orland Concert Series  
Start Date Fri 8/16/2024  
End Date Sat 8/17/2024  
Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM



## **AGREEMENT FOR SERVICES**

This Agreement for Services ("Agreement") is made between Sound Works Productions, Inc. ("Contractor"), an Illinois corporation who may operate under the DBA(s) Vantage Production Group, Vantage Stage or Vantage AV, and Contractor ("Client"), collectively "Parties" and individually "Party." ("Project Manager"), as outlined above, is an authorized representative of Contractor and is the primary point of contact for Client. Contractor will perform additional services that Client requests from time to time, if, and only if, Contractor accepts the work request. Client agrees that all services performed by Contractor for Client, whether described verbally or in writing, are governed by this Agreement.

### **1. Duties of Client to Contractor:** In connection with this Agreement, Client shall:

- a. Provide Contractor with adequate and timely access to the place of performance to allow Contractor's personnel, staff, and authorized representatives sufficient time and ability to perform its obligations under this Agreement;
- b. Provide security for the safety of Contractor's equipment and personnel;
- c. Provide adequate power for Contractor's equipment;
- d. Pay for any additional costs incurred by Contractor necessary to fulfill Contractor's duties and obligations under this Agreement;
- e. Provide for any and all necessary additional services and/or conditions not specifically required of Contractor as outlined under this Agreement as necessary to allow Contractor to perform its obligations pursuant to this Agreement; and
- f. Any and all other duties as outlined herein or in Addendum.

**2. Labor:** The hourly rates are predicated on a ten (10) hour workday, inclusive of a 60-minute lunch break when meals are not provided, or a 30-minute lunch break when meals are provided, along with two 15-minute breaks. In the absence of provided meals or meal breaks, the cost of meals may be retroactively invoiced to Client. Events extending the designated ten (10) hours are subject to a 1.5x multiplier on the hourly rates stipulated in this agreement. Normal labor hours, excluding holidays, are defined as 6:00 am CT to 11:59 pm CT. Any labor performed before and after these standard hours will be billed at a rate of 1.5 times the hourly rate outlined in this contract. Additionally, all services rendered on holidays will be invoiced at a rate of 2x the hourly rate. If union labor is required, Client is responsible for booking, abiding by rules, overage charges, and financial responsibility of all union labor. Contractor can guide the client to the best of their ability per local rules, but will not be responsible for any of the above. All Contractor provided labor will abide by local union labor rules while on the event site.

**3. Deposit Requirements and Payment Schedule:** Client shall pay to Contractor a deposit in the amount of 50% of the Contract Price if the total services as outlined above exceeds \$1,000.00 U.S. Dollars or should Contractor, in its sole discretion deem it necessary. Said deposit shall be paid by Client to Contractor at the time the event is booked. This initial deposit is nonrefundable in consideration of Contractor's efforts, time and prospective lost profits for scheduling an event and refusing to take other events. The full balance of the Contract Price outlined in this Agreement shall be due upon the completion of the event or service as supplied by Contractor. If at any time Client fails to abide by these Payment Terms, the services of Contractor will not be considered "booked" until such time as the required deposit is received. In the event the deposit is declined by the appropriate banking institution, either a declined credit card or returned check, the amount of the contracted total will be required to retain the services of Contractor. Should the required deposit(s) not be received by Contractor in the required time frame and Contractor is approached by another client who wishes to contract their services on the same dates, you will be given the opportunity to retain the services of Contractor within reason.

**4. Method of Payment:** Payments may be made in the form of Cash, Company Check, Cashiers Check / Money Order, Zelle, ACH, Wire Transfer, or Credit Card. Contractor does not accept personal checks. A \$100.00 U.S. Dollar non sufficient fund fee will be assessed for each dishonored check or other financial payment. If using a credit card for payment a 3% processing fee will be added onto the grand total of the invoice.

**5. Cancellation Policy:** Should it become necessary to cancel the full production agreement between the renter/contract holder and Contractor, written notification must be received by Contractor at least (5) business days prior to the date of the event. Notification shall be sent to Project Manager outlined in this agreement. Should this Agreement be canceled or terminated at any point after the mutual execution of this Agreement and terminated with at least five (5) business days' notice prior to the date of the event, then Client shall bear a 50% Cancellation Fee. However, if the cancellation notice is not received by Contractor prior to five (5) business days of the date of the event, Client shall be assessed the full fee. These cancellation fees will be due upon receipt of the written cancellation notice and will be subject to the terms as explained in the Open Accounts portion of this policy statement.

**6. Open Accounts:** Payment terms are Net thirty (30) days (i.e., Client shall have thirty (30) days to pay the invoiced amount from the date of the invoice). All amounts past due under this Agreement will incur a finance charge of 1.5% per month of the total unpaid balance. A past due amount is anything not paid within the thirty (30) days of the date of the invoice from Contractor. Finance charges will continue to accrue at the same rate on any unpaid balance until the entire bill is paid in full, unless a subsequent agreement with respect to such charges is made and reduced to writing. Should it become necessary to seek collection of any past due amount, Client agrees to pay Company's reasonable costs of collection, including but not limited to attorneys' fees. Any judgment obtained shall bear an annual interest rate of 18% retroactive. All open accounts in excess of 90 days will be subject to additional collection activity. All charges accrued for this action will be the responsibility of the renter/contract holder. The interest rate for this activity will be 35% of the unpaid balance. In addition, any legal fees or other fees associated with the collection fee will also become the responsibility of the renter/contract holder.

Initial: \_\_\_\_\_

# Contract



Quote ID 13025-2  
Event Name Orland Concert Series  
Start Date Fri 8/16/2024  
End Date Sat 8/17/2024  
Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM

**7. Unsafe Conditions – Contractor's Exclusive Right To Delay or Terminate Without Penalty:** In the event that Contractor, or its designated representative(s), determine in good faith and in its sole discretion, that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to Contractor personnel and/or equipment, to the performer(s) or to any other person(s) or property, then Contractor or its designated representative(s) shall have the right to delay or refuse render any further Services under this Agreement. The parties explicitly agree that the safety of others is of the utmost importance and as such, Contractor shall be able to refuse or delay services without liability or breach of this Agreement.

**8. Security:** If this Agreement is for a multi-day event, Client shall be responsible for providing overnight security during the times that Contractor, its employees, and its representatives are not on site. In the event that there is damage or theft to equipment during the time that Contractor, its employees, and its representatives are not on site, Client shall be liable to Contractor for 100% of the repair or replacement cost of the damaged or stolen equipment, whichever is lesser so long as the equipment is in as good working order as originally stored.

**9. Power:** Unless Contractor is providing a generator in this Agreement, Client will be responsible for providing power. Power needs can vary, but normally Contractor will need a 100 amp 3 Phase power tie in. It is the obligation of Client to contact Project Manager to discuss power needs for the event.

**10. Indemnification of Contractor by Client:** Client agrees to and shall defend, indemnify, and hold Contractor, its directors, officers, employees, and agents, harmless to the fullest extent permitted by the law from and against any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including advancement of reasonable attorney's fees), losses, personal injuries, deaths, and damages resulting from Contractor's good faith performance of Contractor's duties and obligations with Client as outlined in this Agreement. These obligations shall survive the termination or completion of Contractor's duties and obligations under this Contract for a period of three (3) years. Should Contractor seek indemnification or defense from Client, Contractor shall promptly notify Client in writing of any claim for indemnification, provided, that failure to give such notice shall not relieve Client of any liability hereunder except to the extent Client has suffered actual material prejudice by such failure. Contractor shall tender sole defense and control of such claim to Client. Contractor shall, if requested by Client, give reasonable assistance to Client in defense of any claim. Client shall reimburse Contractor for any reasonable legal expenses directly incurred from providing such assistance as such expenses are incurred or reasonably necessary to enforce this indemnification and defense provision.

**11. Insurance:** Client is solely responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than Contractor, Contractor's agents, or Contractor's employees. Client shall maintain during this life of this Agreement sufficient Casualty and General Liability Insurance coverage for any loss, damage, injury or expense caused to Contractor's equipment or personnel for which Client is responsible under the terms of this Agreement.

**12. Inclement Weather:** In case of inclement weather for an event, Client will be responsible for the fees involved with moving the event indoors. Contractor will require twenty-four (24) hours' notice from time of load in. If notice is given later than twenty-four (24) hours before the event date, there will be an additional charge added to the final invoice. In the event of a weather-related cancellation or reschedule Cancellation Policy shall apply.

**13. Pandemic Clause:** Cancellations due to Covid 19 or pandemic related causes within one (1) month of the Event Date result in a forfeiture of the deposit. However, if cancellation of the event is due to an executive order issued by a governmental body mandating an event be shut down due to pandemic related causes, then there will be no cancellation fee assessed to Client so long as the event date outlined in this Agreement is reschedule to a later date or to the event the following year, whichever date is sooner. If this Agreement is not renewed for the reschedule date or the following year then Client forfeits the deposit paid to Contractor.

**14. Force Majeure:** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from unforeseeable causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. Nothing in this provision is written to excuse a Client's financial obligations as required under this Agreement or limit Contractor's ability to retain any deposit or other money damages as a result of the unforeseeable causes.

**15. Authority to Execute and Perform:** Each Party represents and warrants that (a) all actions necessary to make the provisions of this Agreement binding on such Party have been properly taken with respect to such Party, (b) the person(s) signing this Agreement for or on behalf of such Party is duly authorized to so execute this Agreement on behalf of such Party, and (c) this Agreement, when executed and delivered by such Party, will be the legal and binding obligation of such Party.

**16. Agreement Understood:** Each of the Parties acknowledges, represents, and warrants that, in executing this Agreement:  
a. they have read this Agreement;  
b. they have had a reasonable opportunity to consider this Agreement;

Initial: \_\_\_\_\_

# Contract

Quote ID 13025-2  
Event Name Orland Concert Series  
Start Date Fri 8/16/2024  
End Date Sat 8/17/2024  
Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM



- c. they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their counsel;
- d. no statements or representations (express or implied) other than those set forth and acknowledged in this Agreement were made by any other Party or its agents, employees, officers, directors, managers, members, or legal representatives that influenced or induced the election to execute this Agreement;
- e. they did not rely on the expectation that any other Party had a duty to speak on any subject, and thereby relied on any omission made by any other Party to enter into this Agreement; and
- f. they understand the terms and conditions of the Agreement and freely, voluntarily, and knowingly enter into this Agreement.

**17. Warranty of Non-Assignment:** Each Party represents and warrants that he or she has not assigned or transferred, or purported to assign or transfer, to any third-party any claims, debts, liabilities, demands, rights, obligations, damages, losses, causes of action, costs, expenses, and attorneys' fees that are the subject of this Agreement.

**18. Attorneys' Fees and Costs:** Each of the Parties shall be responsible for his, her, or their attorneys' fees and costs with respect to the possession action that is the subject of this Agreement. If, however, any legal action is brought for the enforcement of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party or Parties, all costs and reasonable attorneys' fees and such other relief as he, she, or they may be entitled.

**19. Interpretation, Construction:** Should any provision of this Agreement require interpretation or construction, the Parties agree that this Agreement will be interpreted or construed without any presumption that the provisions of this Agreement are to be strictly construed against the Party which, itself or through its agents, prepared such Agreement; it being agreed that the Parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and approval of all provisions of this Agreement.

**20. Choice of Law:** This Agreement shall be construed pursuant to Illinois law without reference to its conflict of laws principles, and any lawsuit required to enforce its provisions shall be brought in the applicable court for Illinois.

**21. Entire Agreement:** This Agreement constitutes the entire agreement among the parties hereto and replaces and supersedes any prior agreements or understandings, whether oral or written, concerning the terms of this Agreement.

**22. Headings and Formatting:** The descriptive headings and paragraph numbers, and capitalized words used as defined terms, in this Agreement are for convenience or reference only and shall not by themselves control or affect the meaning or construction of any provision of this Agreement. As used in this Agreement, the singular shall include the plural, and the masculine shall include the feminine and neutral gender. Unless specified to the contrary, references to paragraphs or sections are to the paragraphs and sections of this Agreement.

**23. Severability:** All terms and conditions set forth herein shall be deemed severable. In the event a court of competent jurisdiction deems any term or condition hereof unenforceable, all remaining terms and conditions of this Agreement shall remain in full force and effect.

**24. Counterparts and Signatures:** This Agreement may be executed in one or more counterparts, each of which shall constitute a separate original agreement and all of which, taken together, shall constitute one agreement, binding all signatories hereto, notwithstanding the fact that not all signatories have signed the same counterpart. The exchange of copies of this Agreement and of signature pages by PDF or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures transmitted by PDF or facsimile shall be deemed to be their original signatures for all purposes.

**25. Band Riders:** The above quote has been completed without seeing band riders. Once band riders are sent and the initial advance process with the band starts then any possible additions to this quote will be discuss with the client.

The undersigned hereby execute this Agreement, signifying their acceptance of the terms stated in this Agreement.

Initial: \_\_\_\_\_

# Contract



Quote ID 13025-2  
Event Name Orland Concert Series  
Start Date Fri 8/16/2024  
End Date Sat 8/17/2024  
Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM

## Event Totals

Quote Total \$21,550.00

**Please note our new remittance address**

If receipt of a signed copy of this quote is not verified by 3/25/2024 5:00 PM price and availability is no longer valid. For an updated quote after this date please contact your Project Manager for new price and availability.

Signing this document entitles Vantage Production Group to provide services and receive compensation as listed above. Please initial all pages of this document.

Authorized Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

P.O. Number (if applicable)

\_\_\_\_\_

Initial: \_\_\_\_\_

# Quote

Quote ID: 13116-1  
Name: Orland Concert Series  
Date(s): 6/7/2024 to 6/8/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

To Village of Orland Park  
Ray Piattoni  
14700 South Ravinia Avenue  
Orland Park, IL 60462

RPiattoni@orland-park.il.us



Terms See Terms Below

Submitted 2/27/2024

Valid Until 3/25/2024 5:00 PM

## Equipment List Name: Audio

Out Delivered by SWP  
Back Picked up by SWP  
Setup 6/7/2024 9:00 AM  
Show 6/8/2024 5:00 PM  
Strike 6/8/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### FOH Console

- 1 Digital Audio Mixer Package 48 Channel
- 1 LAKE FOH Rack

### FOH Mains

- 36 Nexo Geo T Line Array Cabinet
- 16 Nexo RS18 (sub)
- 4 Nexo PS10 V1 FF
- 2 Nexo FOH Amp Rack
- 3 Nexo FOH Amp Rack

### Monitors

- 1 Digital Audio Mixer Package 48 Channel
- 4 12" 2-Way Floor Monitor
- 1 Dual 18" Drum Fill Sub
- 1 12" 2-Way Drum Fill Top
- 1 Monitor Amp Rack

### Snake

- 1 200' 1ch Dual Shield EtherCon/PowerCon/DMX
- 1 Multi Pair - 4pr XLR 300'

Initial: \_\_\_\_\_

# Quote

Quote ID: 13116-1  
Name: Orland Concert Series  
Date(s): 6/7/2024 to 6/8/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

---

## Microphones/DIs/Cables

1 Utility Work Box, XLR, and Microphone Package

## Wireless Microphones

1 Shure Axient AD4QNP-A 4 Channel Receiver

4 Shure ADX2 G57 Handheld

1 RF Venue DFIN Diversity Antenna 470-698 MHz

## Stands

1 Microphone Stand Package

## Comms

2 Hotspot Shout Speakers

2 Shure SV200 w/ Switch

2 Mic Cable, 10'

1 EtherCON Cat6 (Shielded) 250'

## Cable

1 Cable Package

## Power

1 Audio Power Distro 100A 3-Phase w/ Pass Thru

1 A/C, 5-Wire 100' #1 feeder Cam to Cam

## Rigging

2 1 Ton Chain Motor

## Misc

2 Tarp Trunk

---

Initial: \_\_\_\_\_

# Quote

Quote ID: 13116-1  
Name: Orland Concert Series  
Date(s): 6/7/2024 to 6/8/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

## Equipment List Name: Lighting 2

Out Delivered by SWP  
Back Picked up by SWP  
Setup 6/7/2024 9:00 AM  
Show 6/8/2024 5:00 PM  
Strike 6/8/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### Lighting - Control

1 GrandMA2 Light lighting console

### Lighting - Fixtures Moving

12 Martin Mac Viper Profile

30 Chauvet MK2 Wash

### Lighting - Fixtures Effects

4 ADJ Jolt 300 Strobe

8 Chauvet Strike Array 2 LED Blinder

### Lighting - Atmosphere

2 Antari F7 Haze / Fog Unit

### Power

1 Distro 100A/3phase

1 A/C, 5-Wire 100' #2 feeder Cam to Cam

### Rigging

8 Truss 12"x12" Box 10'

2 Truss 12"x12" Box 8'

6 1 Ton Chain Motor

Initial: \_\_\_\_\_

# Quote

Quote ID: 13116-1  
Name: Orland Concert Series  
Date(s): 6/7/2024 to 6/8/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

## Equipment List Name: Spot Lights

Out Delivered by SWP  
Back Picked up by SWP  
Setup 6/7/2024 9:00 AM  
Show 6/8/2024 5:00 PM  
Strike 6/8/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### Lighting - Fixtures Conventional

2 Lycian 1267 Spotlight

### Comms

1 Wired Com 5 Pack

### Labor

2 Spot Operator

Initial: \_\_\_\_\_

# Quote

Quote ID: 13116-1  
Name: Orland Concert Series  
Date(s): 6/7/2024 to 6/8/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

Equipment List Name: Labor	
Out Delivered by SWP Back Picked up by SWP Setup 6/7/2024 9:00 AM Show 6/8/2024 5:00 PM Strike 6/8/2024 10:00 PM	Ship to Collette Highlands Somerglen Ln and Park Station Blvd Orland Park, IL

### Labor

- 1 FOH Engineer
- 1 Monitor Engineer
- 1 Audio Tech
- 1 Lighting Designer
- 1 Lighting Tech
- 6 Set Tech
- 4 Strike Tech

### Transport

- 1 Delivery

---

## Event Totals

Quote Total **\$33,700.00**

**Please note our new remittance address**

Please remit payment to:  
Vantage Production Group  
1385 101st Street, STE F  
Lemont, IL 60439

Vantage Production Group is a division of Sound Works Productions, Inc.  
ACH details available upon request. Contact Daniel@SoundWorksPro.com

Initial: \_\_\_\_\_

# Contract



Quote ID 13116-1  
Event Name Orland Concert Series  
Start Date Fri 6/7/2024  
End Date Sat 6/8/2024  
Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM

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- c. Provide adequate power for Contractor's equipment;
- d. Pay for any additional costs incurred by Contractor necessary to fulfill Contractor's duties and obligations under this Agreement;
- e. Provide for any and all necessary additional services and/or conditions not specifically required of Contractor as outlined under this Agreement as necessary to allow Contractor to perform its obligations pursuant to this Agreement; and
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**3. Deposit Requirements and Payment Schedule:** Client shall pay to Contractor a deposit in the amount of 50% of the Contract Price if the total services as outlined above exceeds \$1,000.00 U.S. Dollars or should Contractor, in its sole discretion deem it necessary. Said deposit shall be paid by Client to Contractor at the time the event is booked. This initial deposit is nonrefundable in consideration of Contractor's efforts, time and prospective lost profits for scheduling an event and refusing to take other events. The full balance of the Contract Price outlined in this Agreement shall be due upon the completion of the event or service as supplied by Contractor. If at any time Client fails to abide by these Payment Terms, the services of Contractor will not be considered "booked" until such time as the required deposit is received. In the event the deposit is declined by the appropriate banking institution, either a declined credit card or returned check, the amount of the contracted total will be required to retain the services of Contractor. Should the required deposit(s) not be received by Contractor in the required time frame and Contractor is approached by another client who wishes to contract their services on the same dates, you will be given the opportunity to retain the services of Contractor within reason.

**4. Method of Payment:** Payments may be made in the form of Cash, Company Check, Cashiers Check / Money Order, Zelle, ACH, Wire Transfer, or Credit Card. Contractor does not accept personal checks. A \$100.00 U.S. Dollar non sufficient fund fee will be assessed for each dishonored check or other financial payment. If using a credit card for payment a 3% processing fee will be added onto the grand total of the invoice.

**5. Cancellation Policy:** Should it become necessary to cancel the full production agreement between the renter/contract holder and Contractor, written notification must be received by Contractor at least (5) business days prior to the date of the event. Notification shall be sent to Project Manager outlined in this agreement. Should this Agreement be canceled or terminated at any point after the mutual execution of this Agreement and terminated with at least five (5) business days' notice prior to the date of the event, then Client shall bear a 50% Cancellation Fee. However, if the cancellation notice is not received by Contractor prior to five (5) business days of the date of the event, Client shall be assessed the full fee. These cancellation fees will be due upon receipt of the written cancellation notice and will be subject to the terms as explained in the Open Accounts portion of this policy statement.

**6. Open Accounts:** Payment terms are Net thirty (30) days (i.e., Client shall have thirty (30) days to pay the invoiced amount from the date of the invoice). All amounts past due under this Agreement will incur a finance charge of 1.5% per month of the total unpaid balance. A past due amount is anything not paid within the thirty (30) days of the date of the invoice from Contractor. Finance charges will continue to accrue at the same rate on any unpaid balance until the entire bill is paid in full, unless a subsequent agreement with respect to such charges is made and reduced to writing. Should it become necessary to seek collection of any past due amount, Client agrees to pay Company's reasonable costs of collection, including but not limited to attorneys' fees. Any judgment obtained shall bear an annual interest rate of 18% retroactive. All open accounts in excess of 90 days will be subject to additional collection activity. All charges accrued for this action will be the responsibility of the renter/contract holder. The interest rate for this activity will be 35% of the unpaid balance. In addition, any legal fees or other fees associated with the collection fee will also become the responsibility of the renter/contract holder.

**7. Unsafe Conditions – Contractor's Exclusive Right To Delay or Terminate Without Penalty:** In the event that Contractor, or its designated

Initial: \_\_\_\_\_

# Contract

Quote ID 13116-1

Event Name Orland Concert Series

Start Date Fri 6/7/2024

End Date Sat 6/8/2024

Project Manager Daniel Nickleski

Payment Terms See Terms Below

Quote Valid Until Mon 3/25/2024 5:00 PM



representative(s), determine in good faith and in its sole discretion, that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to Contractor personnel and/or equipment, to the performer(s) or to any other person(s) or property, then Contractor or its designated representative(s) shall have the right to delay or refuse render any further Services under this Agreement. The parties explicitly agree that the safety of others is of the utmost importance and as such, Contractor shall be able to refuse or delay services without liability or breach of this Agreement.

8. **Security:** If this Agreement is for a multi-day event, Client shall be responsible for providing overnight security during the times that Contractor, its employees, and its representatives are not on site. In the event that there is damage or theft to equipment during the time that Contractor, its employees, and its representatives are not on site, Client shall be liable to Contractor for 100% of the repair or replacement cost of the damaged or stolen equipment, whichever is lesser so long as the equipment is in as good working order as originally stored.

9. **Power:** Unless Contractor is providing a generator in this Agreement, Client will be responsible for providing power. Power needs can vary, but normally Contractor will need a 100 amp 3 Phase power tie in. It is the obligation of Client to contact Project Manager to discuss power needs for the event.

10. **Indemnification of Contractor by Client:** Client agrees to and shall defend, indemnify, and hold Contractor, its directors, officers, employees, and agents, harmless to the fullest extent permitted by the law from and against any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including advancement of reasonable attorney's fees), losses, personal injuries, deaths, and damages resulting from Contractor's good faith performance of Contractor's duties and obligations with Client as outlined in this Agreement. These obligations shall survive the termination or completion of Contractor's duties and obligations under this Contract for a period of three (3) years. Should Contractor seek indemnification or defense from Client, Contractor shall promptly notify Client in writing of any claim for indemnification, provided, that failure to give such notice shall not relieve Client of any liability hereunder except to the extent Client has suffered actual material prejudice by such failure. Contractor shall tender sole defense and control of such claim to Client. Contractor shall, if requested by Client, give reasonable assistance to Client in defense of any claim. Client shall reimburse Contractor for any reasonable legal expenses directly incurred from providing such assistance as such expenses are incurred or reasonably necessary to enforce this indemnification and defense provision.

11. **Insurance:** Client is solely responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than Contractor, Contractor's agents, or Contractor's employees. Client shall maintain during this life of this Agreement sufficient Casualty and General Liability Insurance coverage for any loss, damage, injury or expense caused to Contractor's equipment or personnel for which Client is responsible under the terms of this Agreement.

12. **Inclement Weather:** In case of inclement weather for an event, Client will be responsible for the fees involved with moving the event indoors. Contractor will require twenty-four (24) hours' notice from time of load in. If notice is given later than twenty-four (24) hours before the event date, there will be an additional charge added to the final invoice. In the event of a weather-related cancellation or reschedule Cancellation Policy shall apply.

13. **Pandemic Clause:** Cancellations due to Covid 19 or pandemic related causes within one (1) month of the Event Date result in a forfeiture of the deposit. However, if cancellation of the event is due to an executive order issued by a governmental body mandating an event be shut down due to pandemic related causes, then there will be no cancellation fee assessed to Client so long as the event date outlined in this Agreement is reschedule to a later date or to the event the following year, whichever date is sooner. If this Agreement is not renewed for the reschedule date or the following year then Client forfeits the deposit paid to Contractor.

14. **Force Majeure:** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from unforeseeable causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. Nothing in this provision is written to excuse a Client's financial obligations as required under this Agreement or limit Contractor's ability to retain any deposit or other money damages as a result of the unforeseeable causes.

15. **Authority to Execute and Perform:** Each Party represents and warrants that (a) all actions necessary to make the provisions of this Agreement binding on such Party have been properly taken with respect to such Party, (b) the person(s) signing this Agreement for or on behalf of such Party is duly authorized to so execute this Agreement on behalf of such Party, and (c) this Agreement, when executed and delivered by such Party, will be the legal and binding obligation of such Party.

16. **Agreement Understood:** Each of the Parties acknowledges, represents, and warrants that, in executing this Agreement:  
a. they have read this Agreement;  
b. they have had a reasonable opportunity to consider this Agreement;  
c. they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their counsel;  
d. no statements or representations (express or implied) other than those set forth and acknowledged in this Agreement were made by any other Party

Initial: \_\_\_\_\_

# Contract



Quote ID 13116-1  
Event Name Orland Concert Series  
Start Date Fri 6/7/2024  
End Date Sat 6/8/2024  
Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM

or its agents, employees, officers, directors, managers, members, or legal representatives that influenced or induced the election to execute this Agreement;

e. they did not rely on the expectation that any other Party had a duty to speak on any subject, and thereby relied on any omission made by any other Party to enter into this Agreement; and

f. they understand the terms and conditions of the Agreement and freely, voluntarily, and knowingly enter into this Agreement.

**17. Warranty of Non-Assignment:** Each Party represents and warrants that he or she has not assigned or transferred, or purported to assign or transfer, to any third-party any claims, debts, liabilities, demands, rights, obligations, damages, losses, causes of action, costs, expenses, and attorneys' fees that are the subject of this Agreement.

**18. Attorneys' Fees and Costs:** Each of the Parties shall be responsible for his, her, or their attorneys' fees and costs with respect to the possession action that is the subject of this Agreement. If, however, any legal action is brought for the enforcement of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party or Parties, all costs and reasonable attorneys' fees and such other relief as he, she, or they may be entitled.

**19. Interpretation, Construction:** Should any provision of this Agreement require interpretation or construction, the Parties agree that this Agreement will be interpreted or construed without any presumption that the provisions of this Agreement are to be strictly construed against the Party which, itself or through its agents, prepared such Agreement; it being agreed that the Parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and approval of all provisions of this Agreement.

**20. Choice of Law:** This Agreement shall be construed pursuant to Illinois law without reference to its conflict of laws principles, and any lawsuit required to enforce its provisions shall be brought in the applicable court for Illinois.

**21. Entire Agreement:** This Agreement constitutes the entire agreement among the parties hereto and replaces and supersedes any prior agreements or understandings, whether oral or written, concerning the terms of this Agreement.

**22. Headings and Formatting:** The descriptive headings and paragraph numbers, and capitalized words used as defined terms, in this Agreement are for convenience or reference only and shall not by themselves control or affect the meaning or construction of any provision of this Agreement. As used in this Agreement, the singular shall include the plural, and the masculine shall include the feminine and neutral gender. Unless specified to the contrary, references to paragraphs or sections are to the paragraphs and sections of this Agreement.

**23. Severability:** All terms and conditions set forth herein shall be deemed severable. In the event a court of competent jurisdiction deems any term or condition hereof unenforceable, all remaining terms and conditions of this Agreement shall remain in full force and effect.

**24. Counterparts and Signatures:** This Agreement may be executed in one or more counterparts, each of which shall constitute a separate original agreement and all of which, taken together, shall constitute one agreement, binding all signatories hereto, notwithstanding the fact that not all signatories have signed the same counterpart. The exchange of copies of this Agreement and of signature pages by PDF or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures transmitted by PDF or facsimile shall be deemed to be their original signatures for all purposes.

**25. Band Riders:** The above quote has been completed without seeing band riders. Once band riders are sent and the initial advance process with the band starts then any possible additions to this quote will be discuss with the client.

The undersigned hereby execute this Agreement, signifying their acceptance of the terms stated in this Agreement.

Initial: \_\_\_\_\_

# Contract

Quote ID 13116-1  
Event Name Orland Concert Series  
Start Date Fri 6/7/2024  
End Date Sat 6/8/2024  
Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM



## Event Totals

Quote Total \$33,700.00

**Please note our new remittance address**

If receipt of a signed copy of this quote is not verified by 3/25/2024 5:00 PM price and availability is no longer valid. For an updated quote after this date please contact your Project Manager for new price and availability.

Signing this document entitles Vantage Production Group to provide services and receive compensation as listed above. Please initial all pages of this document.

Authorized Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

P.O. Number (if applicable)

\_\_\_\_\_

Initial: \_\_\_\_\_

# Quote

Quote ID: 13117-1  
Name: Orland Concert Series  
Date(s): 7/12/2024 to 7/13/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

To Village of Orland Park  
Ray Piattoni  
14700 South Ravinia Avenue  
Orland Park, IL 60462

RPiattoni@orland-park.il.us



Terms See Terms Below

Submitted 2/27/2024

Valid Until 3/25/2024 5:00 PM

## Equipment List Name: Audio

Out Delivered by SWP  
Back Picked up by SWP  
Setup 7/12/2024 9:00 AM  
Show 7/13/2024 5:00 PM  
Strike 7/13/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### FOH Console

- 1 Digital Audio Mixer Package 48 Channel
- 1 LAKE FOH Rack

### FOH Mains

- 38 Nexo Geo T Line Array Cabinet
- 16 Nexo RS18 (sub)
- 4 Nexo PS10 V1 FF
- 3 Nexo FOH Amp Rack

### Monitors

- 1 Digital Audio Mixer Package 48 Channel
- 4 12" 2-Way Floor Monitor
- 1 Dual 18" Drum Fill Sub
- 1 12" 2-Way Drum Fill Top
- 1 Monitor Amp Rack

### Snake

- 1 200' 1ch Dual Shield EtherCon/PowerCon/DMX
- 1 Digital Audio Stage I/O Package
- 1 Multi Pair - 4pr XLR 300'

Initial: \_\_\_\_\_

# Quote

Quote ID: 13117-1  
Name: Orland Concert Series  
Date(s): 7/12/2024 to 7/13/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

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## **Microphones/DIs/Cables**

1 Utility Work Box, XLR, and Microphone Package

## **Wireless Microphones**

1 Shure Axient AD4QNP-A 4 Channel Receiver

4 Shure ADX2 G57 Handheld

2 Wireless Mic Antenna Long Range

## **Stands**

1 Microphone Stand Package

## **Comms**

2 Hotspot Shout Speakers

2 Shure SV200 w/ Switch

## **Cable**

1 Cable Package

## **Power**

1 Audio Power Distro 100A 3-Phase w/ Pass Thru

1 A/C, 5-Wire 100' #1 feeder Cam to Cam

## **Rigging**

2 1 Ton Chain Motor

## **Misc**

2 Tarp Trunk

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Initial: \_\_\_\_\_

# Quote

Quote ID: 13117-1  
Name: Orland Concert Series  
Date(s): 7/12/2024 to 7/13/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

## Equipment List Name: Lighting

Out Delivered by SWP  
Back Picked up by SWP  
Setup 7/12/2024 9:00 AM  
Show 7/13/2024 5:00 PM  
Strike 7/13/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### Lighting - Control

1 GrandMA2 Light lighting console

### Lighting - Fixtures Moving

12 Martin Mac Viper Profile

30 Chauvet MK2 Wash

### Lighting - Fixtures Effects

4 ADJ Jolt 300 Strobe

8 Chauvet Strike Array 2 LED Blinder

### Lighting - Atmosphere

2 Antari F7 Haze / Fog Unit

### Power

1 Distro 100A/3phase

1 A/C, 5-Wire 100' #2 feeder Cam to Cam

### Rigging

8 Truss 12"x12" Box 10'

2 Truss 12"x12" Box 8'

6 1 Ton Chain Motor

Initial: \_\_\_\_\_

# Quote

Quote ID: 13117-1  
Name: Orland Concert Series  
Date(s): 7/12/2024 to 7/13/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

## Equipment List Name: Spot Lights

Out Delivered by SWP  
Back Picked up by SWP  
Setup 7/12/2024 9:00 AM  
Show 7/13/2024 5:00 PM  
Strike 7/13/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### Lighting - Fixtures Conventional

2 Lycian 1267 Spotlight

### Comms

1 Wired Com 5 Pack

### Labor

2 Spot Operator

Initial: \_\_\_\_\_

# Quote

Quote ID: 13117-1  
Name: Orland Concert Series  
Date(s): 7/12/2024 to 7/13/2024

Project Manager: Daniel Nickleski  
Daniel@SoundWorksPro.com  
815-600-4649 Ext: 102

## Equipment List Name: Labor

Out Delivered by SWP  
Back Picked up by SWP  
Setup 7/12/2024 9:00 AM  
Show 7/13/2024 5:00 PM  
Strike 7/13/2024 10:00 PM

Ship to  
Collette Highlands  
Somerglen Ln and Park Station Blvd  
Orland Park, IL

### Labor

- 1 FOH Engineer
- 1 Monitor Engineer
- 1 Audio Tech
- 1 Lighting Designer
- 1 Lighting Tech
- 6 Set Tech
- 4 Strike Tech

### Transport

- 1 Delivery

---

## Event Totals

Quote Total **\$33,500.00**

**Please note our new remittance address**

Please remit payment to:  
Vantage Production Group  
1385 101st Street, STE F  
Lemont, IL 60439

Vantage Production Group is a division of Sound Works Productions, Inc.  
ACH details available upon request. Contact Daniel@SoundWorksPro.com

Initial: \_\_\_\_\_

# Contract

Quote ID 13117-1  
Event Name Orland Concert Series  
Start Date Fri 7/12/2024  
End Date Sat 7/13/2024  
Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM



## **AGREEMENT FOR SERVICES**

This Agreement for Services ("Agreement") is made between Sound Works Productions, Inc. ("Contractor"), an Illinois corporation who may operate under the DBA(s) Vantage Production Group, Vantage Stage or Vantage AV, and Contractor ("Client"), collectively "Parties" and individually "Party." ("Project Manager"), as outlined above, is an authorized representative of Contractor and is the primary point of contact for Client. Contractor will perform additional services that Client requests from time to time, if, and only if, Contractor accepts the work request. Client agrees that all services performed by Contractor for Client, whether described verbally or in writing, are governed by this Agreement.

### **1. Duties of Client to Contractor:** In connection with this Agreement, Client shall:

- a. Provide Contractor with adequate and timely access to the place of performance to allow Contractor's personnel, staff, and authorized representatives sufficient time and ability to perform its obligations under this Agreement;
- b. Provide security for the safety of Contractor's equipment and personnel;
- c. Provide adequate power for Contractor's equipment;
- d. Pay for any additional costs incurred by Contractor necessary to fulfill Contractor's duties and obligations under this Agreement;
- e. Provide for any and all necessary additional services and/or conditions not specifically required of Contractor as outlined under this Agreement as necessary to allow Contractor to perform its obligations pursuant to this Agreement; and
- f. Any and all other duties as outlined herein or in Addendum.

**2. Labor:** The hourly rates are predicated on a ten (10) hour workday, inclusive of a 60-minute lunch break when meals are not provided, or a 30-minute lunch break when meals are provided, along with two 15-minute breaks. In the absence of provided meals or meal breaks, the cost of meals may be retroactively invoiced to Client. Events extending the designated ten (10) hours are subject to a 1.5x multiplier on the hourly rates stipulated in this agreement. Normal labor hours, excluding holidays, are defined as 6:00 am CT to 11:59 pm CT. Any labor performed before and after these standard hours will be billed at a rate of 1.5 times the hourly rate outlined in this contract. Additionally, all services rendered on holidays will be invoiced at a rate of 2x the hourly rate. If union labor is required, Client is responsible for booking, abiding by rules, overage charges, and financial responsibility of all union labor. Contractor can guide the client to the best of their ability per local rules, but will not be responsible for any of the above. All Contractor provided labor will abide by local union labor rules while on the event site.

**3. Deposit Requirements and Payment Schedule:** Client shall pay to Contractor a deposit in the amount of 50% of the Contract Price if the total services as outlined above exceeds \$1,000.00 U.S. Dollars or should Contractor, in its sole discretion deem it necessary. Said deposit shall be paid by Client to Contractor at the time the event is booked. This initial deposit is nonrefundable in consideration of Contractor's efforts, time and prospective lost profits for scheduling an event and refusing to take other events. The full balance of the Contract Price outlined in this Agreement shall be due upon the completion of the event or service as supplied by Contractor. If at any time Client fails to abide by these Payment Terms, the services of Contractor will not be considered "booked" until such time as the required deposit is received. In the event the deposit is declined by the appropriate banking institution, either a declined credit card or returned check, the amount of the contracted total will be required to retain the services of Contractor. Should the required deposit(s) not be received by Contractor in the required time frame and Contractor is approached by another client who wishes to contract their services on the same dates, you will be given the opportunity to retain the services of Contractor within reason.

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# Contract



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**11. Insurance:** Client is solely responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than Contractor, Contractor's agents, or Contractor's employees. Client shall maintain during this life of this Agreement sufficient Casualty and General Liability Insurance coverage for any loss, damage, injury or expense caused to Contractor's equipment or personnel for which Client is responsible under the terms of this Agreement.

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**16. Agreement Understood:** Each of the Parties acknowledges, represents, and warrants that, in executing this Agreement:

- they have read this Agreement;
- they have had a reasonable opportunity to consider this Agreement;
- they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their counsel;
- no statements or representations (express or implied) other than those set forth and acknowledged in this Agreement were made by any other Party

Initial: \_\_\_\_\_

# Contract

Quote ID 13117-1  
Event Name Orland Concert Series  
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Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM



or its agents, employees, officers, directors, managers, members, or legal representatives that influenced or induced the election to execute this Agreement;

- e. they did not rely on the expectation that any other Party had a duty to speak on any subject, and thereby relied on any omission made by any other Party to enter into this Agreement; and
- f. they understand the terms and conditions of the Agreement and freely, voluntarily, and knowingly enter into this Agreement.

**17. Warranty of Non-Assignment:** Each Party represents and warrants that he or she has not assigned or transferred, or purported to assign or transfer, to any third-party any claims, debts, liabilities, demands, rights, obligations, damages, losses, causes of action, costs, expenses, and attorneys' fees that are the subject of this Agreement.

**18. Attorneys' Fees and Costs:** Each of the Parties shall be responsible for his, her, or their attorneys' fees and costs with respect to the possession action that is the subject of this Agreement. If, however, any legal action is brought for the enforcement of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party or Parties, all costs and reasonable attorneys' fees and such other relief as he, she, or they may be entitled.

**19. Interpretation, Construction:** Should any provision of this Agreement require interpretation or construction, the Parties agree that this Agreement will be interpreted or construed without any presumption that the provisions of this Agreement are to be strictly construed against the Party which, itself or through its agents, prepared such Agreement; it being agreed that the Parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and approval of all provisions of this Agreement.

**20. Choice of Law:** This Agreement shall be construed pursuant to Illinois law without reference to its conflict of laws principles, and any lawsuit required to enforce its provisions shall be brought in the applicable court for Illinois.

**21. Entire Agreement:** This Agreement constitutes the entire agreement among the parties hereto and replaces and supersedes any prior agreements or understandings, whether oral or written, concerning the terms of this Agreement.

**22. Headings and Formatting:** The descriptive headings and paragraph numbers, and capitalized words used as defined terms, in this Agreement are for convenience or reference only and shall not by themselves control or affect the meaning or construction of any provision of this Agreement. As used in this Agreement, the singular shall include the plural, and the masculine shall include the feminine and neutral gender. Unless specified to the contrary, references to paragraphs or sections are to the paragraphs and sections of this Agreement.

**23. Severability:** All terms and conditions set forth herein shall be deemed severable. In the event a court of competent jurisdiction deems any term or condition hereof unenforceable, all remaining terms and conditions of this Agreement shall remain in full force and effect.

**24. Counterparts and Signatures:** This Agreement may be executed in one or more counterparts, each of which shall constitute a separate original agreement and all of which, taken together, shall constitute one agreement, binding all signatories hereto, notwithstanding the fact that not all signatories have signed the same counterpart. The exchange of copies of this Agreement and of signature pages by PDF or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures transmitted by PDF or facsimile shall be deemed to be their original signatures for all purposes.

**25. Band Riders:** The above quote has been completed without seeing band riders. Once band riders are sent and the initial advance process with the band starts then any possible additions to this quote will be discuss with the client.

The undersigned hereby execute this Agreement, signifying their acceptance of the terms stated in this Agreement.

Initial: \_\_\_\_\_

# Contract

Quote ID 13117-1  
Event Name Orland Concert Series  
Start Date Fri 7/12/2024  
End Date Sat 7/13/2024  
Project Manager Daniel Nickleski  
Payment Terms See Terms Below  
Quote Valid Until Mon 3/25/2024 5:00 PM



## Event Totals

Quote Total \$33,500.00

**Please note our new remittance address**

If receipt of a signed copy of this quote is not verified by 3/25/2024 5:00 PM price and availability is no longer valid. For an updated quote after this date please contact your Project Manager for new price and availability.

Signing this document entitles Vantage Production Group to provide services and receive compensation as listed above. Please initial all pages of this document.

Authorized Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

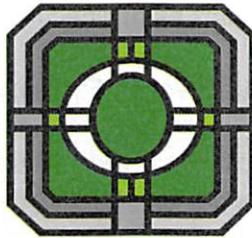
P.O. Number (if applicable)

\_\_\_\_\_

Initial: \_\_\_\_\_

# VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)



## Meeting Minutes

Monday, March 18, 2024

7:00 PM

Village Hall

## Board of Trustees

*Village President Keith Pekau  
Village Clerk Patrick R. O'Sullivan  
Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,  
Sean Kampas, Brian Riordan and Joni Radaszewski*

**2024-0203 Centennial Park West Concert Lighting, Sound, Truss, Rigging and Other Rental Equipment Award**

The Village's new Centennial Park West concert venue will open for use in 2024. The venue will host the Centennial Park West concerts, Fourth of July, Taste of Orland Park, Market at the Park and Movies in the Park.

The new venue includes a 40' x 60' stage, truss system to hang lights and sound equipment, and full electrical capability to handle any concert needs.

The new venue provides new capabilities, as well as rental savings from the permanent stage, band suite and electrical supply, each Artist requires specific sound and lighting requirements as outlined in Artist riders.

Staff issued RFP 24-029 (attached) on February 15, 2024 with a submission deadline of March 4, 2024. The scope identified equipment of equal or greater quality than equipment identified from two Artists' riders. The RFP requested three quotes, one for each anticipated concert date over a three year period including 2024, 2025 & 2026. Two dates per year were identified at a higher equipment need level, and one at a slightly lower end of equipment needs.

The RFP resulted in one submittal (attached) from Vantage Production Group by Sound Works.

Quotes are as follows:

2024

June: \$33,700

July: \$33,700

August: \$21,550

Total: \$88,950

2025

June: \$35,000

July: \$35,000

August: \$22,550

Total: \$92,550

2026

June: \$36,300

July: \$36,300

August: \$23,550

Total: \$96,150

Vantage Production Group (VPG) formerly known solely as Sound Works Productions has successfully supported Village concerts, including the Centennial Park Concert Series, Fourth of July and Taste of Orland for several years.

VPG's possesses extensive experience in the production of concerts at national and international levels to local cover bands. VPG's equipment inventory and relationships with sound and light rental agencies enable VPG to meet the specific needs and demands of Artists. Lead by hand-on-owners, VPG employs a crew of professionals capable of producing the most complex and equipment intensive performances.

VPG's proven production success with the Village makes them a reliable choice to support Centennial Park West Concerts in 2024, 2025 and 2026.

Staff seek Board approval to enter into a three-year agreement with the Vantage Production Group at the quoted costs, plus a 3% contingency per show. The contingency allows for production flexibility to meet the needs as outlined in each Artists' rider.

I move to approve awarding RFP 24-029 Centennial Park West Lighting, Sound, Truss, Rigging and Other Rental Equipment to Vantage Production Group by Sound Works at a cost not to exceed \$88,950, plus a contingency of \$2,669 for 2024 and Board approved budgeted amount for 2025 and 2026;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

**This matter was APPROVED on the Consent Agenda.**

Respectfully Submitted,

/s/ Patrick R. O'Sullivan

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**Patrick R. O'Sullivan**