

#439 Contract

Clerk's Contract and Agreement Cover Page

Year: 2008-1

Legistar File ID#: 2008-0302

Multi Year:

Amount \$6,000.00

Contract Type:

Services

Contractor's Name:

Quality Concerts

Contractor's AKA:

Execution Date:

6/9/2008

Termination Date:

7/4/2010

Renewal Date:

Department:

Recreation

Originating Person:

Gina Hassett

Contract Description: Fourth of July Sound and Stage Production



Monday, June 16, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

June 16, 2008

Mr. Ron Leman
Quality Concerts
2476 Clovertree Court
Aurora, Illinois 60506

RE: *NOTICE TO PROCEED*
Fourth of July Sound and Event Production 2008-2010

Dear Mr. Leman:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project. Please forward the new Certificate of Insurance when it becomes available at the end of June and provide updated certificates each year upon renewal of the policies.

Please contact Gina Hassett at 708-403-6267 to arrange the commencement of the work.

For your records, I have enclosed one (1) original executed contract dated June 9, 2008 in an amount not to exceed Six Thousand and No/100 (\$6,000.00) Dollars per year for each of the three (3) years 2008, 2009 and 2010. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Gina Hassett

VILLAGE OF ORLAND PARK
Fourth of July
(Contract for Services)

This Contract is made this 9th day of June, 2008 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and QUALITY CONCERTS (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract
The Terms and Conditions
The Production Engagement Contract submitted by Contractor dated April 22, 2008, to the extent it does not conflict with this contract.
Certificate of Insurance
All Certifications required by the Village

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

For The Village of Orland Park's Fourth of July Celebration in the years 2008, 2009 and 2010, contractor will provide (a) one 16' x 24' x 44" stage with canopy for all artist performing on main stage; (b) one complete sound & lighting system with operators for all entertainment performing; and (c) three remote delay towers to broadcast entertainment & fireworks music.

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

TOTAL: Six Thousand and No/100 (\$6,000.00) Dollars. A 50% deposit (\$3,000.00) is required upon execution of contract and balance due immediately after the performance. Checks should be

made payable to Quality Concerts. For subsequent years, the 50% deposit is due June 1st of respective year.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence as stated in the attached Production Engagement Contract. This Contract shall terminate upon completion of the WORK in 2010, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the Village of Orland Park and all of its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance under this agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether caused in part by a party indemnified hereunder.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS 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:

Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Mr. Ron Leman
Quality Concerts
2476 Clovertree Court
Aurora, IL 60506
Telephone: 630-907-2397
Facsimile: 630-907-2398
e-mail: qualityconcerts@comcast.net
Tax ID# 352-56-6387

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.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

Quality Concerts

PG 48256

PRODUCTION ENGAGEMENT CONTRACT

Agreement made on: 4-22-2008 between Quality Concerts (hereinafter referred to as "PRODUCTION COMPANY") and Village of Orland Park, IL (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the use of said PRODUCTION COMPANY, and the PRODUCTION COMPANY and PURCHASER hereby agrees to all the terms and conditions herein set forth, including those hereof entitled "Additional Terms and Conditions."

1. PLACE OF ENGAGEMENT: Centennial Park

Exact Address: 15600 West Ave. Orland Park, IL 60462

Contact Person: Gina Hassett (708)403-7275

2. DATE OF ENGAGEMENT: Thursday, July 3, 2008 from 7:00 p.m. to 11:00 p.m.

Friday, July 4, 2008 from 3:00 p.m. to 11:00 p.m.

3. SERVICES REQUIRED:

(a) One 16' x 24' x 44" stage with canopy for all artist performing on main stage.

(b) One complete sound & lighting system with operators for all entertainment performing.

(c) Three remote delay towers to broadcast entertainment & fireworks music.

4. SET UP: All sound & lights must be up and running by 3:00 p.m. on 7-3-2008.

Stage to be set up on Wednesday July 2, 2008 some time in the afternoon and must be up and ready by 1:00 p.m. on July 3, 2008.

5. FULL PRICE AGREED UPON: Six thousand dollars (\$6,000.00).

This contacted price will be guaranteed and honored by both parties for a period of three years from July 3, 2008 through July 4, 2010 and may be renewed by purchaser on or before Saturday July 4, 2010.

Any additional equipment needs requested and added by purchaser will be contracted and priced separately.

6. DEPOSIT REQUIRED: Three thousand dollars (\$3,000.00).

All deposits shall be paid by certified check, money order, bank draft or cash as follows:

(a) (\$3,000.00) deposit made payable to Quality Concerts due 6-1-2008, 2009 2010.

(b) The remainder sum of (\$3,000.00) to be paid to Quality Concerts representative on site on 7-4-2008, 2009, 2010 by 6:00 p.m.

All payments shall be made in full without any deductions.

7. ADDITIONAL TERMS AND CONDITIONS:

(a) Purchaser to provide each delay tower with an electrical service.

(b) Purchaser to provide a 100 amp electrical service no more than 50 feet from stage.

(c) Purchaser to provide labors and equipment to set up & tear down delay towers.

(d) Purchaser to provide three towers at least 8' high for sound system to set on.

(PRODUCTION COMPANY) Quality Concerts.

Mr. Ron Lemen SSN# 352-56-6387

By [Signature] 5-30-08

(PURCHASER) The Village of Orland Park Recreation & Parks Dept.

Gina Hassett

By [Signature]
14650 South Ravinia Ave.
Orland Park, IL 60462
Phone # (708)403-7275 Fax (708)403-6274

Please return contracts to
Quality Concerts
2476 Clovertree Court
Aurora, Illinois 60506

BUSINESS ORGANIZATION:

Mr. Ron Lemen Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

----- Corporation: State of incorporation:

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

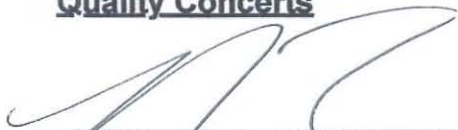
In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

(Corporate Seal)

Business Name

Quality Concerts



S i g n a t u r e

Print or type name

Mr. Ronald Lemen

Owner

Title

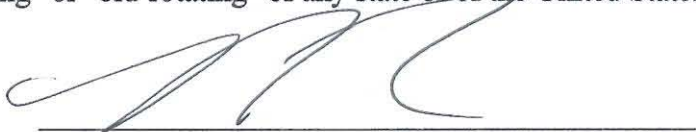
Date **6-4-2008**

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, **Ronald Lemen**, being first duly sworn certify and say that I am **Sole owner**
(insert "sole owner," "partner," "president," or other proper title)

of **QUALITY CONCERTS**, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 4 Day
of June, 2008.




Notary Public

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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:

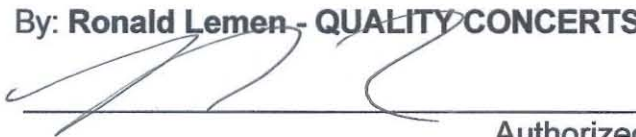
"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights 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."

, having submitted a proposal for **Ronald Lemen - QUALITY CONCERTS** (Name of Contractor) for **Sound & Event Production** (General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: **Ronald Lemen - QUALITY CONCERTS**



Authorized Agent of Contractor

Subscribed and sworn to before me this 4 day of June, 2008.



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor 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 Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

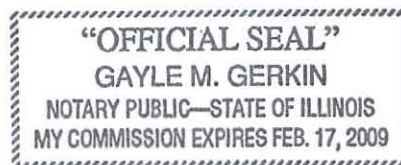
ACKNOWLEDGED AND AGREED TO:

BY: Mr. Ron Lemen

X

DATE: 6-4-2008

Subscribed and Sworn to
Before me this 4
Day of June, 2008



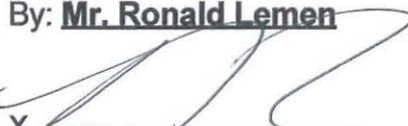
TAX CERTIFICATION

I, **Ronald Lemen - QUALITY CONCERTS**, having been first duly sworn depose and state as follows:

I, **Ronald Lemen**, am the duly authorized agent for **QUALITY CONCERTS**, which has submitted a proposal to the Village of Orland Park for **Sound & Event Production** and I hereby certify
(Name of Project)

that **Mr. Ronald Lemen - QUALITY CONCERTS** is not delinquent 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.

By: **Mr. Ronald Lemen**

X _____

Title: **Owner**

Subscribed and Sworn to
Before me this 4th
Day of June, 2008

