

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0668

Innoprise Contract #: C14-0102

Year: 2014

Amount: \$30,210.00

Department: Parks and Building Maintenance - Frank Stec

Contract Type: Services

Contractors Name: B&B Holiday Decorating

Contract Description: 2014 Holiday Lights - Main Street District and Village Hall

C15-0102 (2015-0589) 2015 Holiday Lights Addendum A

MAYOR
Daniel J. McLaughlin

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



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

October 13, 2015

Mr. Brian Galuski
B&B Holiday Decorating
170 Touhy Court
Des Plaines, Illinois 60018

RE: *Addendum A dated October 6, 2015*
Holiday Lights – Main Street District and Village Hall

Dear Mr. Galuski:

Enclosed is a copy of Addendum A dated October 6, 2015 for the change to extend through the 2015 holiday season. Please attach this to the original Holiday Lights – Main Street District and Village Hall contract dated November 12, 2014, as all terms not amended or deleted shall apply.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec
Dennis Wokurka

MAYOR
Daniel J. McLaughlin

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October 6, 2015

Mr. Paul Powell
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170 Touhy Court
Des Plaines, Illinois 60018

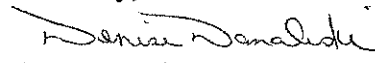
RE: *Addendum A dated October 6, 2015*
Holiday Lights – Main Street District and Village Hall

Dear Mr. Powell:

This notification is to inform you that on October 5, 2015, the Village of Orland Park Board of Trustees approved awarding B&B Holiday Decorating the contract in accordance with the proposal you submitted dated August 13, 2015, for Holiday Lights – Main Street District and Village Hall 2015. Please sign two (2) copies of the attached addendum and return both copies to my attention at Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462. I will return a fully executed addendum for your files.

If you have any questions, please call me at 708-403-6173.

Sincerely,


Contract Administrator

cc: Frank Stec
Dennis Wokurka

ADDENDUM A to
Holiday Lights – Main Street District and Village Hall Contract

Dated
November 12, 2014

Between
*The Village of Orland Park, Illinois ("VILLAGE") and B&B Holiday Decorating
("CONTRACTOR")*

WHEREAS, on November 12, 2014, a certain Agreement regarding Holiday Lights – Main Street District and Village Hall between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to extend the term of the agreement for the 2015 Holiday Season.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 4: TERM OF THE CONTRACT** of said Agreement, the words "This Contract shall terminate upon completion of the WORK or January 31, 2015, whichever occurs first," shall be stricken in their entirety and replaced with the words "This Contract shall terminate upon completion of the WORK or January 31, 2016, whichever occurs first,"
3. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
4. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **6th day of October, 2015**, shall be attached to and form a part of the Agreement dated the 12th day of November, 2014 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 10/12/15

FOR: THE CONTRACTOR

By: 

Print Name: Brian Galuski

Its: President/owner

Date: 10/7/15



HOLIDAY DECORATING

170 Touhy Ct
Des Plaines, IL 60018

**Village of Orland Park
14700 Ravinia Ave
Orland Park IL 60462
708-403-6219**

8/13/2015

Proposal:

We hereby propose to supply the labor and materials to install holiday decorations at the locations listed below including:

- All installation materials including warm white LED lights and cords.
- Installation and takedown as well as non-weather-related service calls.

143rd Metra Train Station Circle

- Product installation and takedown of 457 sets of 100 light(or equivalent), UL approved, end to end, green wire, warm white LED mini-lights to be installed on trees on both sides of sidewalk around the "circle".

142nd from Ravinia to LaGrange

- Product installation and takedown of 301 sets of 100 light(or equivalent), UL approved, end to end, green wire, warm white LED mini-lights to be installed on trees on 142nd from Ravinia to LaGrange(including median).

Village Hall

- Product installation and takedown of 153 sets of 100 light(or equivalent), UL approved, end to end, green wire, warm white LED mini-lights to be installed on trees of Village Hall medians. 25' Evergreen in the city hall circle will be setup in Multi LED mini lights.

<input checked="" type="checkbox"/> 1 Year LED Contract	\$30,210.00
<input type="checkbox"/> 3 Year LED Contract (Per Year)	\$28,699.50
<input type="checkbox"/> 5 Year LED Contract (Per Year)	\$27,189.00

Clarifications/Exclusions

- All trees to be decorated will be "circled" on the outside of the canopy of the tree. Individual branches will not be wrapped including the trucks.
- This quote is based off of installation and takedown during the hours of 7am – 6pm. If certain areas require installation at other times, additional overtime charges may apply.
- It is assumed for any work near streets, we will have the ability to use the street in order to install the materials, ie using a lift truck to attach items to large trees.
- No permit costs are included, if required they will be charged back to the customer.
- Orland Park must provide ample power at each location to handle the anticipated loads.
- No timers are quoted for any of the areas. If timers are needed they will be added at \$20/timer.
- Quantity of strands quoted are per the issued RFP. If additional 100ct LED light strands are required at Village's request, they will be installed at a price of \$35 per strand.
- All materials will remain the property of B&B Holiday Decorating after completion.



**HOLIDAY
DECORATING**


170 Touhy Ct
Des Plaines, IL 60018

Terms of Contract:

Setup: Installed between: 10/15/15-11/30/15

Takedown: Removed by: 1/31/16

Payment: 50% payment within 10 business days of signing the contract. (Contract must be accepted by 11/1/15)
50% payment after takedown is complete.

 Date 10/12/15 Village of Orland Park

 Date 08/13/15 B&B Holiday Decorating, LLC

Please be advised that we are a weather-dependent company. Weather delays will push back scheduled work dates in the order they are booked. Weather may also affect the operation of the decorations in certain conditions. Any obstructions will be dealt with on a time and materials basis upon owner approval. Any other additions or changes will be handled on a time and materials basis at our regular pricing level. A service charge of 1-1/2% per month (18% per annum) will be charged on all balances 30 days or more past due. In addition to the sums stated herein, the undersigned shall pay to B & B Holiday Decorating, LLC, all costs and expenses, including filing fees and reasonable attorney fees incurred by B&B in seeking to enforce said obligations under this agreement. Customer hereby authorizes B&B Holiday Decorating to install and take down all materials on above property as provided herein. Customer agrees to defend, hold harmless and indemnify B&B Holiday Decorating from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass and other damages or loss arising out of the installation/takedown or location of materials unless such damage or loss is a result of gross negligence of B&B Holiday Decorating. Customer agrees to allow B&B Holiday Decorating the right to use images of their property for advertising purposes. All materials used are the property of B&B Holiday Decorating and will remain so after the season, unless specifically noted otherwise.