

REQUEST FOR CHANGE ORDER # 1Purchase Order/ Contract #: 20240366Change Order Request Date: 9/23/2024Company Name: Indestructo Rental Company, IncContract Title: Taste of Orland Park Tents, Tables and Other Rental Equipment

NOTE: The above referenced contract is for a fixed not to exceed amount and scope of services. For any change to the contract amount or scope of services this form must be completed and signed by the contractor and approved and authorized by the Village of Orland Park **BEFORE** commencing with any work beyond the dollar amount or scope of the original, or previously amended contract/purchase order.

Item	Description	Amount
A	Original contract value (without contingency)	\$ 19,628.00
B	Total amount of previous change orders for contract (not contingency)	\$ 18,230.00
C	Total current contract amount (A + B)	\$ 37,858.00
D	Amount of this change order for contract (+ or -)	\$ 3,071.00
E	Revised contract amount (C + D)	\$ 40,929.00
F	Percent of current contract amount this change order represents (D/C)	8.11%
G	Cumulative percent of all change orders (B + D)/A	108.52%
H	Original contract completion date	8/3/26
I	Revised contract completion date	
J	Total amount of contingency	\$ 2,944.20
K	Amount of this contingency funds request	\$ 2,944.00
L	Amount of previous contingency funds approved	\$ 0.00
M	Contingency funds remaining	\$ 0.20

Brief description of services provided under the contract:

Taste of Orland Park Tents, Tables and Other Rental Equipment for August 2 - 4, 2024.

Reason for requested change: *(if requesting approval for contingency funds, date extension by a total of 30 days or more, identify % and amount on contract)*

Additional funds were needed due to the change in tent installation at the CPW venue. The original contract for \$19,628.00 was increased by \$18,230.00 on 7/15/2024 to add weights / anchors to secure tents in the absence of concrete footings which were not installed. Subsequent events required additional weight rental and transportation and the Taste of Orland required additional tent rental, resulting in additional costs of \$3,071.00 approved on 8/19/2024 and \$2,944.00 which was the original contract's contingency amount for a total revised 2024 contract amount of \$43,873.00.

For Village Use Only: IN ACCORDANCE WITH 720 ILCS 5/33E-9 this section shall only apply to a change order or a series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$25,000 or more or the time of completion by a total of 30 days or more (up to 180 days).

As the authorized designee of the Village of Orland Park to approve a change order to this public contract, I hereby make the following written determination regarding this change order and authorize and approve the same:

- ☐ The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed
- ☐ The change is germane to the original contract as signed
- ☐ The change order is in the best interest of the Village of Orland Park and authorized by law

This written determination and this written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection.

Company Name: Indestructo Rental Company, Inc.Signature: [Signature]Printed Name: Luan KistaskiTitle: OfficerDate: 9/23/2024

Village of Orland Park

Signature: [Signature]Printed Name: George KoczwarTitle: Village ManagerDate: 9/24/24



**ADDENDUM A TO THE TASTE OF ORLAND PARK TENTS, TABLES, AND OTHER RENTAL
EQUIPMENT, DATED APRIL 1, 2024,
BETWEEN
THE VILLAGE OF ORLAND PARK AND INDESTRUCTO RENTAL COMPANY, INC.**

WHEREAS, on April 1, 2024, a certain Agreement between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Indestructo Rental Company, Inc. (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Taste of Orland Park Tents, Tables & Other Rental Equipment (hereinafter referred to as the "Project", the "Work", or the "Services") was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to modify **SCOPE OF WORK, COMPENSATION AND CONTRACT DOCUMENTS**.

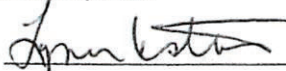
NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum A and the Agreement, the provisions of this Addendum A shall control.
2. **SECTION 1: SCOPE OF THE WORK** of said Agreement shall be amended to include the "Scope of Work" as set forth in Consultant's Proposals, dated July 31, 2024, for the rental of additional tent weights and transportation, tent fans globe lights, additional tents, and additional equipment that was needed.
3. **SECTION 2A: COMPENSATION** in said Agreement shall be amended to strike a "not-to-exceed amount of \$19,628.00, plus a contingency of \$2,944.20, per year for three (3) years 2024 - 2026 for a total of \$22,572.20 ("Contract Price") per year, and the option to extend for two (2) additional years, 2027 - 2028 at an amount not to exceed the Board approved budgeted amounts."; and replace with a new "A total not-to-exceed contract amount of \$43,873.00 for FY 2024"; and a not-to-exceed amount of \$19,628.00 plus a contingency of \$2,944.20, for a total not-to-exceed amount of \$22,572.20 per year for FY 2025 and FY 2026, and the option to extend for two (2) additional years, 2027 - 2028 at amounts not to exceed the Board approved budgeted amounts."
1. **SECTION 3: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include Addendum A, dated September 23, 2024; and "Proposals for Work, dated July 31, 2024.
2. 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.
3. This Addendum A may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum A, made and entered into effective the **23rd day of September, 2024**, shall be attached to and form a part of the Agreement dated the 1st of April, 2024, and shall take effect upon signature below by duly authorized agents of both parties.

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

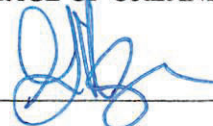
CONSULTANT: INDESTRUCTO RENTAL
COMPANY, INC.

By: 

Name: Lynn Ustaski

Its Officer and Authorized Agent

VILLAGE OF ORLAND PARK

By: 

Name: George Koczwar

Title: Village Manager

ATTEST: _____



Today's Date: July 31, 2024

Name: Village of Orland Park
Contact: Ray Piattoni/Erin Cortilet
Address: 14700 S Ravinia Ave
City/State/Zip: Orland Park, IL 60462
Phone: Ray: 708-403-6283 Erin: 708-403-6145 Erin Cell: 708-846-0227
Email: rpiattoni@orlandpark.org, ecortilet@orlandpark.org
Quote:

Event Date: Fri.-Sun., August 2-4, 2024
Event Type: Taste of Orland Park
Event Location: 15609 Park Station Blvd.
Orland Park, IL 60462
Timing: Fri: 5-11pm Sat: 3-11pm Sun: 3-9pm
Site Contact: Erin: 708-846-0227

80 Tent Weights

\$18,230.00

The Terms and Conditions per the Professional Services Agreement between the Village of Orland Park and Indestructo Rental Company dated April 1, 2024 will apply.

Above prices include delivery & removal of equipment as stated above & are subject to site inspection. Client to be on site for the entire installation & removal. Please sign and return to confirm changes.

It is understood 26' long box truck must be able to drive and turn around on path to make equipment delivery/pick up.

It is understood at stated delivery time, installation areas will be free and clear of all obstacles.

It is understood Indestructo Rental Company will not be responsible for any damage to grass/trees/paths during transport/use/removal.

Lessor, Indestructo-Awning Company, Inc., an Illinois corporation, d/b/a "Indestructo Rental Company" (also referred to in this Contract as "IRC") hereby rents to you, the undersigned "Customer/Lessee" the item(s) identified above (also referred to herein as the "Rented Item(s)") on the terms set forth in this Rental Contract ("Contract"). All charges due and coming due under this Contract are subject to final audit by IRC. By signing below, you authorize IRC to charge all amounts due and coming due under this Rental Contract to any and all debit or credit card(s) you provide.

IMPORTANT: You, for yourself and for the "Customer / Lessee / Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the front and reverse side (or Page 2) of this Contract, that you have received a complete and legible copy of this Contract, and that you **PERSONALLY GUARANTEE** the prompt payment and performance of all obligations of the Customer/Lessee arising hereunder and/or in connection herewith. This is a legally binding Contract. Important Terms & Conditions appear on this Page 1 and on the Reverse Side or Page 2 hereof.

ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE UNLESS SEPARATELY APPROVED IN WRITING BY IRC.

Terms: Balance due on or prior to delivery of equipment.

Acceptance: George Koczwara, Village Manager

Date: 9/24/24

Authorized by: Lynn Ustaski
Indestructo Rental Co.

This proposal may be withdrawn by us if not accepted within 1 day.

This proposal shall represent the full and complete agreement between the parties when signed by the customer and returned to Indestructo Rental Company.

Notwithstanding the foregoing, this agreement is subject to availability of the material and equipment described here in as of the date the fully executed agreement is received by Indestructo Rental Company.



Today's Date:

July 31, 2024

Name: Village of Orland Park
Contact: Ray Piattoni/Erin Cortilet
Address: 14700 S Ravinia Ave
City/State/Zip: Orland Park, IL 60462
Phone: Ray: 708-403-6283 Erin: 708-403-6145 Erin Cell: 708-846-0227
Email: rpiattoni@orlandpark.org, ecortilet@orlandpark.org
Quote:

Event Date: Fri.-Sun., August 2-4, 2024
Event Type: Taste of Orland Park
Event Location: 15609 Park Station Blvd.
Orland Park, IL 60462
Timing: Fri: 5-11pm Sat: 3-11pm Sun: 3-9pm
Site Contact: Erin: 708-846-0227

- 1 14' x 28' White Frame Tent
- 6 Pole Mounted Tent Fans
- 1 Globe Lights
- 4 Tent Weights
- 1 Delivery of above Fri., 8/2/24
- Total for above:

\$2,944.00

The Terms and Conditions per the Professional Services Agreement between the Village of Orland Park and Indestructo Rental Company dated April 1, 2024 will apply.

Above prices include delivery & removal of equipment as stated above & are subject to site inspection. Client to be on site for the entire installation & removal. Please sign and return to confirm changes.

It is understood 26' long box truck must be able to drive and turn around on path to make equipment delivery/pick up.

It is understood at stated delivery time, installation areas will be free and clear of all obstacles.

Power must be within 3' of all tents. No power hook up is included. There is no grilling within 30' of tent sites.

Tents to be evacuated if winds exceed 25mph.

Indestructo Rental Company will not move any items that do not belong to us.

It is understood Indestructo Rental Company will not be responsible for any damage to grass/trees/paths during transport/use/removal.

Lessor, Indestructo Awning Company, Inc., an Illinois corporation, d/b/a "Indestructo Rental Company" (also referred to in this Contract as "IRC") hereby rents to you, the undersigned "Customer/Lessee" the item(s) identified above (also referred to herein as the "Rented Item(s)") on the terms set forth in this Rental Contract ("Contract"). All charges due and coming due under this Contract are subject to final audit by IRC. By signing below, you authorize IRC to charge all amounts due and coming due under this Rental Contract to any and all debit or credit card(s) you provide

IMPORTANT: You, for yourself and for the "Customer/Lessee/Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the front and reverse side (or Page 2) of this Contract, that you have received a complete and legible copy of this Contract, and that you **PERSONALLY GUARANTEE** the prompt payment and performance of all obligations of the Customer/Lessee arising hereunder and/or in connection herewith. This is a legally binding Contract. Important Terms & Conditions appear on this Page 1 and on the Reverse Side or Page 2 hereof.

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Terms: Balance due on or prior to delivery of equipment.

Acceptance: George Koczwara, Village Manager

Date: 9/27/24

Authorized by: Lynn Ustaski
Indestructo Rental Co.

This proposal may be withdrawn by us if not accepted within 1 day.

This proposal shall represent the full and complete agreement between the parties when signed by the customer and returned to Indestructo Rental Company.

Not with standing the forgoing, this agreement is subject to availability of the material and equipment described here in as of the date the fully executed agreement is received by Indestructo Rental Company.



Today's Date:

July 31, 2024

Name: Village of Orland Park
Contact: Ray Piattoni/Erin Cortilet
Address: 14700 S Ravinia Ave
City/State/Zip: Orland Park, IL 60462
Phone: Ray 708-403-6283 Erin: 708-403-6145 Erin Cell: 708-846-0227
Email: rpiaottoni@orlandpark.org ecortilet@orlandpark.org
Quote:

Event Date: Fri.-Sun., August 2-4, 2024
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Orland Park, IL 60462
Timing: Fri 5-11pm Sat 3-11pm Sun 3-9pm
Site Contact: Erin: 708-846-0227

Additional Equipment Added to Approved Bid

Credits:			
2	10' x 10' Frame Tents	125.00 ea.	-\$250.00
7	20' x 20' White Frame Tents 2-10' Counters, 40' of Sidewall	585.00 ea.	-\$4,095.00
6	8' x 30" Tables	14.00 ea.	-\$84.00
74	Contoured Plastic Folding Chairs	2.00 ea.	-\$148.00
30	Globe Lights Installed in 10' x 10' Tents	35.00 ea.	-\$1,050.00
2	Globe Lights Installed in 10' x 20' Tents	35.00 ea.	-\$70.00
1	Globe Light Installed in 6' x 10' Tents		-\$35.00
12	Crowd Barricades	41.00 ea.	-\$492.00
Additions:			
1	20' x 20' White Frame Tent with 40' of Sidewall		\$495.00
1	14' x 14' White Frame Tent		\$415.00
1	10' x 40' White Frame Tent		\$500.00
13	Globe Lights Installed in 20' x 20' Tents	35.00 ea.	\$455.00
1	40' Long Sidewall Installed on 10' x 20' Tent		\$40.00
24	8' x 18" Tables	20.00 ea.	\$480.00
24	8' x 18" Plastic Fitted Table Covers	10.00 ea.	\$240.00
1	Weight Transportation		\$2,300.00
	Delivery Tues. & Wed, 7/30-31/24 on site appx. 7am &		
	Pick up Mon. & Tues, 8/8-9/24 on site appx. 7am		\$4,370.00
Total for above:			\$3,071.00

The Terms and Conditions per the Professional Services Agreement between the Village of Orland Park and Indestructo Rental Company, dated April 1, 2024 apply.

Lessor, Indestructo Rental Company, Inc., an Illinois corporation, d/b/a "Indestructo Rental Company" (also referred to in this Contract as "IRC") hereby rents to you, the undersigned "Customer/Lessee" the item(s) identified above (also referred to herein as the "Rented Item(s)") on the terms set forth in this Rental Contract ("Contract"). All charges due and coming due under this Contract are subject to final audit by IRC. By signing below, you authorize IRC to charge all amounts due and coming due under this Rental Contract to any and all debit or credit card(s) you provide.

IMPORTANT: You, for yourself and for the "Customer / Lessee / Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the front and reverse side (or Page 2) of this Contract, that you have received a complete and legible copy of this Contract, and that you **PERSONALLY GUARANTEE** the prompt payment and performance of all obligations of the Customer/Lessee arising hereunder and/or in connection herewith. **This is a legally binding Contract. Important Terms & Conditions appear on this Page 1 and on the Reverse Side or Page 2 hereof.**

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Terms: Balance due on or prior to delivery of equipment.

Acceptance: [Signature] **George Koczvara, Village Manager**

Date: 9/24/24

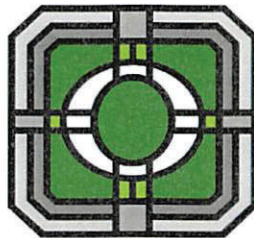
Authorized by: Lynn Ustaski
Indestructo Rental Co.

This proposal may be withdrawn by us if not accepted within 1 day.

This proposal shall represent the full and complete agreement between the parties when signed by the customer and returned to Indestructo Rental Company. Notwithstanding the foregoing, this agreement is subject to availability of the material and equipment described herein as of the date the fully executed agreement is received by Indestructo Rental Company.

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, August 19, 2024

7:00 PM

Village Hall

Board of Trustees

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

**2024-0635 Taste of Orland Park Tents, Tables and Rental Equipment Contract
Addendum A & Change Order 1**

The Village awarded RFP 24-005 (Legistar #2024-0252) on April 1, 2024 to Indestructo Tent Rental Company, Inc. to provide tents, tables and other rental equipment for the 2024, 2025, 2026 Taste of Orland Park. The RFP award includes a two-year renewal option for 2027 and 2028. .

The approved contract for the 2024 Taste was \$19,628, plus a 15% contingency of \$2,944.20.

On July 15, 2024 the Board approved (Legistar #2024-0556) amending the contract to include the rental of 80 tent weights at a total cost of \$18,230.

During the course of planning for the Taste, additional event needs arising from the participation of sponsors, community and youth group organizations resulted in the use of the \$2,944.20 contingency as well as additional expenses totaling \$3,071 reflected in the attached invoices.

Change order #1 (attached) reflects the total expenses of \$43,873.20 for 2024.

Addendum A (attached) reflects amendment to contract #20240243 for 2024.

I move to approve use of the contingency funds in the amount of \$2,944.20, and to execute change order #1 in the amount of \$3,071, and Amendment A to the Indestructo contract 2024-0243 for tents, tables, chairs and other supplies for a total not to exceed an amount of \$43,873.20 for the 2024 Taste of Orland Park,

AND

Authorize the Village Manager to execute all related contract, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

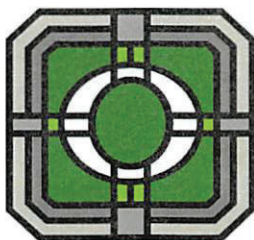
Respectfully Submitted,

/s/ Brian L. Gaspardo

Brian L. Gaspardo, Village Clerk

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, July 15, 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*

**2024-0556 Taste of Orland Park Tents, Tables and Other Rental Equipment
ADDENDUM**

On April 1, 2024, the Village Board approved item 2024-0252 Taste of Orland Park Tents, Tables and Other Rental Equipment RFP 24-005 to be awarded to Indestructo Rental Company Inc. to provide tents, tables and rental supplies for Taste of Orland Park at a cost of \$19,628 per year, plus a 15% contingency of \$2,944.20 per year for 2024, 2025 and 2026, and at the Board approved budgeted amount for 2027 and 2028.

The award was based on the assumption that anchors for the tents would be installed and ready for use in 2024.

Staff was recently informed that 50 anchors are available for installation which is enough for four, 20' x 20' tents. Additional anchors are in production and will not be available in time for use in 2024. As a result, staff have requested a quote (attached) from Indestructo to add concrete weights for tents that will be installed on asphalt. Tents on grassy areas will be secured with stakes.

Staff seek Board approval to amend the contract with Indestructo to include the additional expenses to secure tents located on asphalt for use during the 2024 Taste of Orland Park. This included 80 weights at \$200 each, totaling \$16,000, plus a \$2,300 weigh transportation fee.

President Pekau had comments. (refer to audio)

I move to approve the additional expense of \$18,230 to add weights to secure tents for the 2024 Taste of Orland Park,

AND

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

A motion was made by Trustee Riordan, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

Aye: 6 - Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Healy

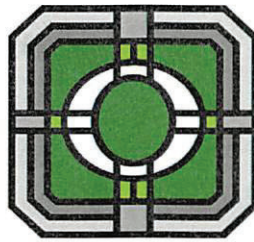
Respectfully Submitted,

/s/ Patrick R. O'Sullivan

Patrick R. O'Sullivan

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, April 1, 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*

**2024-0252 Taste of Orland Park Tents, Tables and Other Rental Equipment - RFP
24-005**

The Village issued RFP 24-005 (attached) on February 26, 2024 for tents, tables and other rental equipment for 2024, 2025, 2026 Taste of Orland Park. The RFP includes a two-year renewal option in 2027 and 2028.

The Scope of Work (attached) requires proposers to provide all equipment, labor and supplies necessary to erect, maintain and remove tents, tables, chairs, lights and barricades in support of the Taste of Orland Park. The submission deadline was March 18, 2024.

The RFP resulted in proposals (see attached tabulation) from PRO Em National Event Services, Chicago Tent, LLC. and Indestructo Rental Company, Inc.

Proposed fees from each vendor per year are listed below.

Indestructo Rental Company, Inc.

2024: \$19,628.00; 2025: \$19,628.00; 2026: \$19,628.00; 2027: \$20,122.80;
2028: \$20,122.80

Chicago Tent, LLC.

2024: \$26,869.00; 2025: \$26,869.00; 2026: \$26,869.00; 2027: \$26,869.00 2028:
\$26,869.00

PRO Em National Event Services

2024: \$27,696.28; 2025: \$27,696.28; 2026: \$28,561.93; 2027: \$28,561.93; 2028
- \$29,404.40

Indestructo Rental Company has extensive experience in providing tent and other rental supplies for events of all sizes. This includes the Village of Oak Lawn's Fall on the Green, Fall Music Festival, Santa on the Green, the Village of Mount Prospect's Oktoberfest and BlockParty and the Village of Buffalo Grove's Buffalo Grove Days.

In 2023, Indestructo provided tents, tables and other supplies for the Taste of Orland Park. Staff found the quality of tents, tables and supplies, professionalism, and responsiveness of work crews to be excellent. Staff work directly with the owner who has highly attentive and stressed the importance of safe logistics and protocols throughout the whole rental experience.

Staff recommends awarding RFP-005 to Indestructo Rental Company, Inc. to provide tents, tables, chairs and other event supplies for Taste of Orland Park at a cost of \$19,628 per year, plus a 15% contingency of \$2,944.20 per year for 2024, 2025 and 2026, and at a cost of \$20,122.80 plus a 15% contingency of \$3,018.42 for the optional renewal years of 2027 and 2028. The contingency allows for rental

fluctuations which may occur each year.

I move to approve awarding RFP 24-005 Tents, Tables and Other Rental Equipment to Industrcto Rental Company, Inc. to provide tents, tables, and rental supplies for Taste of Orland Park for three (3) years 2024-2026 at an amount of \$19,628, plus a 15% contingency \$2,944.20 per year, with the option to renew for two (2) additional years 2027-2028 at an amount not to exceed the Board approved budgeted amounts;

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

Patrick R. O'Sullivan