agreement # 397

Clerk's Contract and Agreement Cover Page

Year:

2007

Legistar File ID#: 2007-0718

Multi Year:

Amount

\$25,816.00

Contract Type:

Services

Contractor's Name:

Bright Ideas, Inc.

Contractor's AKA:

Execution Date:

Termination Date:

3/15/2008

Renewal Date:

Department:

Media & Special Events

Originating Person:

Patty Vlazny

Contract Description:

2007 Holiday Lights Display Ravinia Ave and

Centennial Park



MAYOR Daniel J. McLaughlin

VILLAGE CLERK

David P. Maher

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

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

VILLAGE HALL

December 12, 2007

Mr. Robert Martin Bright Ideas, Inc. 1305 Schoolhouse Road, #3 New Lenox, IL 60451

RE: NOTICE TO PROCEED

2007 Holiday Displays, Ravinia Avenue & Centennial Park

Dear Mr. Martin:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, and insurance documents related to the work on the above stated project.

Please contact Patty Vlazny at 708-403-6145 regarding this engagement.

The Village has processed Purchase Order #045835 for this contract/service and faxed this to your company on December 12, 2007. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract for the 2007 season in an amount not to exceed Twenty Five Thousand Eight Hundred Sixteen and No/100 (\$25,816.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski Contract Administrator

cc: Patty Vlazny

BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable 14700 Ravinia Avenue Orland Park, Illinois 60462-3167

Phone: (708) 403-6180 Fax: (708) 403-9212



Page: 1

Purchase Order Number: 045835

Purchase Order Date: 11/07/07

PURCHASE ORDER

To:

Ship to:

BRIGHT IDEAS, INC. 1401 LONDON ROAD NEW LENOX, IL 60451 VILLAGE OF ORLAND PARK MEDIA RELATIONS OFFICE 14700 S. RAVINIA AVENUE ORLAND PARK, IL 60462

1305 Schoolhouse Rol #3 New Lehox, IL GC451

	or No. 8002	P	urchas	se Order. I	ailure to	or the items o include th	ie PC) number		
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Deliver By Vendor Phone N				umber Vendor Fax Number			ax Number	Terms		
11/05/07 TEL# (815) 464			-0041	0041 FAX# (815) 485-7346 NET						
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Marine Commission					лт	OY KONOW			PVLAZNY	
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Freight		Contract Number			Account Number Project			Project	Requisition No.	Requisition Dat
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				BOARD APPROVED 11/5/07 2007-0718						
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Authorized By: Judy mou Faxed: 12/12/07 Phoned: Mailed:

HOLIDAY DISPLAYS - RAVINIA AVENUE AND CENTENNIAL PARK 2007 AGREEMENT

This Agreement is made and entered into by and between the Village of Orland Park, a Municipal Corporation of the State of Illinois hereinafter designated as the "Village", and Bright Ideas, Inc. of New Lenox, Illinois hereinafter designated as the "Contractor."

WITNESSETH that for and in consideration of the premises and the mutual agreement and undertakings of the parties hereto, the Contractor agrees to complete installation, removal and storage of holiday displays at locations designated and approved by the Village, and the Village agrees to pay for the same, all subject to the following terms and conditions:

1. Scope of Project and Provision of Labor, Tools and Equipment. The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment for the installation and removal of holiday displays according to the Village's specifications at the locations shown on the attached drawings (sheet #1, 2 and 3) and the Village agrees to pay the Contractor the amounts indicated for the installation, removal and storage of all displays (hereinafter referred to as the "Work"):

The work included in the "description of work" section below is included in the proposal for \$25,816.00. These include all displays in the same areas per 2006 year plan.

Installation, take-down and storage for all previously purchased display for Centennial Park and Ravinia Avenue \$23,183.00 Storage and delivery of snowflakes \$2,633.00

TOTAL CONTRACT SUM

\$25.816.00

- 2. Observance of Laws and Ordinances. The Contractor shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and village government, which may in any manner affect the performance of the contract. The Contractor shall secure all permits and licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work provided in this Agreement. Not less than the prevailing Rate of Wages as found by the Village of Orland Park or the Department of Labor, shall be paid to laborers, workmen and mechanics performing work under this contract. Any vendor doing work in the Village must obtain a contractor's license from the Village of Orland Park Building Department.
- 3. Payments to Other Parties. The Contractor shall not obligate the Village to make any payments to another party, nor make any promises or representations to another party for, or in behalf of, the Village without prior written approval of the Village Manager or his authorized representative. No work shall be done on any holiday display involved in such payments, promises or representations until such approval of the Village Manager or his authorized representative has been obtained.
- Description of Work. Bright Ideas, Inc. will provide the following services to the Village of Orland Park for the 2007-2008 holiday season.
 - * Change all bulbs on current holiday displays.
 - * Replace all bulbs on Village Hall perimeter lighting
 - * Install all holiday displays along Ravinia Drive and in Centennial Park
 - * Maintain all displays and lights installed by Bright Ideas, Inc. for the entire lighting season

Maintenance will be done in the following manner:

- 1) Bright Ideas, Inc. will make regular drive thrus to ensure lights are in good working order.
- 2) Bright Ideas, Inc., if notified by village officials, will repair any of the displays in question within 24 hours. The only exception is in heavy downpour situations, in which case the work will be done after heavy rains subside. This is for the safety of employees.
- 5. Work Schedule. The work performed by the Contractor as described in this Agreement will not begin until the village issues a written Notice to Proceed. In order to receive said Notice, The Contractor shall submit to the Village for its approval all necessary contracts, certifications, and insurance.
- 6. Warranty: Contractor warrants to the Village that the Work shall be free from defects in materials and workmanship for one (1) year from the date of issuance of the final payment by the Village and deficiencies shall be corrected by the Contractor under this warranty immediately upon notification from the Village. The Work shall conform to the requirements of the Contract Documents and Work that does not so conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear.
- 7. <u>Insurance</u>: Execution of this Agreement by the Village is contingent upon receipt and approval of Certificates of Insurance as required by the Village.
- 8. <u>Governing Law</u>: The law of the State of Illinois shall govern this Agreement and venue for legal disputes shall be Cook County, Illinois.
- 9. <u>Contract Documents</u>: The following comprise the Contract Documents and together with this Agreement they make up the entire agreement between the Village and the Contractor; however any provision of this Agreement that is contrary to any provision in any of the other Contract Documents shall control and prevail.

This Agreement
Contractor's Invoice dated October 31, 2007.
Drawings #1, 2 & 3 specifying the layout
Certificates of Insurance
Certifications executed by Contractor

- 10. Period of Performance. Installation of decorations will begin on Nov. 11, and will be completed and in good working order by November 24, 2007 in anticipation of the Village Lighting Ceremony. The displays along Ravinia Dr. will be taken down beginning January 2, 2008 with removal complete no later than January 10, 2008. Centennial Park will remain lit until February 29, 2008 therefore, removal will begin March 1, 2008 with completion by March 8, 2008. This schedule is subject to change at the direction of the Village Manager or his authorized representative.
- 11. Responsibilities of the Contractor. Time is of the essence in this Contract. The Contractor shall meet the deadlines for installation and removal of the decorations as set forth above by the Village. If Contractor is unable to meet the deadlines due to force majeure or other circumstances that cause delay, Contractor shall notify the Village as soon as it becomes aware of its potential inability to meet said deadlines and shall explain the circumstances causing the delay in writing. Bright Ideas is responsible for maintenance of displays but is not responsible for damage/theft to displays while exhibited on Village property. This includes vandalism, acts of God, theft etc.

- Responsibilities of the Village. The Village of Orland Park is responsible for providing adequate power to operate displays. Bright Ideas is not responsible for maintenance/providing of electrical infrastructure.
- 13. Equipment. The Contractor is responsible for providing, maintaining and transporting all necessary equipment, and fuel for its use, in connection with the Holiday Displays Along Ravinia Avenue and Centennial Park Project. The Contractor will provide all other tools and supplies necessary for performing the work required by this Agreement. All tools and equipment required to carry out the operations within the scope of this contract shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The Village reserves the right to inspect the equipment that will be used.
- 14. Specifications and Proposal. Except where the specifications are expressly revised herein the specifications and proposal submitted by the Contractor shall be incorporated herein and are to be construed as part of this Agreement. If the Village requests and accepts quotations for additional work and the Contractor agrees to provide such work, such quotations shall be incorporated herein and are to be construed as part of this Agreement.
- 15. <u>Personnel</u>. The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Village public relations. The Contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the Village Manager, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.
- Supervision, Consultation and Reporting. It is agreed that the Village Manager or his authorized representative and the Contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, an authorized municipal representative will accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the guidance of the Village Manager or his authorized representative and subject to his approval.
- 17. <u>Accident Prevention</u>. The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Village Manager or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property.
- 18. Payment for Services. All invoices must show the work being performed and the date of completion. All work shall be inspected and approved before any payment is authorized by the Village Manager or his authorized representative. The Village reserves the right to withhold payment for any work not completed to the satisfaction of the Village. Upon receipt of Contractor's invoice, the Village will endeavor to make payment within 30 days of installation and shall make payments and pay interest on late payments pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- 19. <u>Insurance</u>. Contractor shall purchase and maintain such insurance as will protect it from claims as set forth below which may arise out of or result from Contractors operations under this Agreement, whether such operations be by it or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- Claims under Workers Compensation disability benefit and other similar employee benefit acts;
- Claims for damages due to bodily injury, occupational sickness or disease or death of an employee or employees;
- Claims for damages due to bodily injury, sickness or disease, or death of any person other than employees;
- d. Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from; and
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, lease, maintenance or use of any motor vehicle.

The insurance required by this section shall be written in the statutory amounts with respect to Workers Compensation and with limits of liability with respect to injury to persons or death to persons and damage to property as follows: \$1,000,000 each person, \$1,000,000 each occurrence and \$1,000,000 property damage. The following lists the minimum insurance requirements.

WORKER'S COMPENSATION Coverage A - Statutory Coverage Coverage B - 500,000 Employer's Liability

AUTOMOBILE LIABILITY, BODILY INJURY AND PROPERTY DAMAGE \$1,000,000 each occurrence

GENERAL LIABILITY PROPERTY

\$1,000,000 each occurrence \$2,000,000 annual aggregate BODILY INJURY \$1,000,000 each occurrence \$2,000,000 annual aggregate

PRODUCTS AND COMPLETED OPERATIONS

\$1,000,000 each occurrence \$2,000,000 annual aggregate

UMBRELLA EXCESS LIABILITY

EXCESS COVERAGE OVER General Liability
Products Liability
Automobile Liability
Workers Compensation

\$2,000,000 each accident \$2,000,000 annual aggregate

Certificate should state that a Waiver of Subrogation in favor of the Additional Insured applies to General Liability and Workers Compensation coverage's.

Failure to provide this within ten (10) days of receiving notice that it has been awarded the contract may result in the termination of the Village's relationship with the contractor.

Said insurance shall be placed with companies acceptable to the Village and any insurance company providing coverage must hold an A -VII rating according to Bests Key Rating Guide. The Contractor shall provide the Village with a certificate issued by the insurance carrier or broker within ten (10) days after the execution of the Contract with evidence in insurance coverage naming the Village, its trustees, officers, directors, employees and agents as additional insureds providing for the coverages and minimum limits as set forth above. The Contractor shall provide insurance to the Village on a primary and non-contributory basis and all contracts of insurance shall provide for thirty (30) days advance written notice to the Village of cancellation thereof. The Contractor further agrees to cause Contractual Liability Endorsements to be issued by the insurance companies (and attached to the policies of insurance applicable to the work) to include under the coverage therein extended an obligation on the part of the insurers to insure against the Contractors contractual liability hereunder and to indemnify the Village against loss, liability, costs, expenses, attorney fees and court costs.

Endorsements to the policies shall include as named co-insured's the Village and its trustees, officers, directors, employees and agents.

All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insured's with respect to all claims arising out of operation by or on their behalf. If additional insured's have other applicable insurance coverage's they shall be regarded as on an excess or contingent basis. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village and its trustees, officers, directors, employees and agents in excess of policy limits or not covered by the policies purchased.

The Contractor and all employees or agents of the Contractor assume all risk and danger incidental to the Contractors obligations and operations provided in this Agreement. The Contractor agrees that neither the Village nor any of its trustees, officials, directors, employees, agents or representatives shall be liable for injuries (including death) arising out of the Contractors obligations and operations provided in this Agreement. The Contractor and all employees or agents of the Contractor do hereby forever release, remise and discharge the Village of and from any and all manner of actions, causes of action, claims and demands whatsoever and howsoever occurring for reason of injuries (including death) to person or property, arising out of the Contractors obligations and operations provided in this Agreement.

20. Hold Harmless. Contractor agrees, at its sole cost and expense, to indemnify, save harmless and defend the Village, its trustees, officers, agents, servants and employees, and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work or services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligence or other fault of the Village, its trustees, officers, directors, agents, servants or employees, or any other person indemnified hereunder.

In the event that the Village and/or its officers, trustees, directors, agents, and/or employees is/are named as (a) defendant(s) in any lawsuit arising out of or resulting from the performance of or failure to perform the work by Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Village and its officers, trustees, directors, agents and employees shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by Contractor pursuant to the indemnification provisions herein.

In any and all claims against the Village, its officers, trustees, directors, agents or employees by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amounts or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers Compensation Acts, disability benefit acts or other employee benefit acts.

21. <u>Termination of Contract</u>. The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Orland Park Board of Trustees.

The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract in accordance with its terms. In the event of default and termination, the Village may procure another contractor to complete the Work of the project, upon such terms and services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Village Manager that failure to perform the contract was due to causes beyond the control and without fault or negligence of the Contractor.

22. <u>Term of Agreement</u>. This Agreement represents the entire Agreement between the Village and the Contractor. This Agreement shall become effective upon execution of said Agreement by both parties and shall remain in effect up to March 15, 2008, or upon removal of all displays, whichever occurs first.

FOR THE VILLAGE:	FOR THE CONTRACTOR:
By: Ellea Dace	By: By Hert & Marker
Its: Ad Village Manager	Its: Parlner
Date: 11 30 07	Date: _//- 20 - 07

IL 60462-

Bright Ideas Inc.

1305 Schoolhouse Road #3 New Lenox, Illinois 60451 Phone: (877) 278-4332 Web: www.brightideasinc.com

Salesperson: Bob Martin

Village of Orland Park 14700 Ravinia Ave.

BILL TO

Orland Park

ESTIMATE

Invoice Date: 10/31/2007

Invoice #523

Home:

Cell:

Work:

Email:

Fax:

JOB LOCATION

14700 Ravinia Ave.

Orland Park

60462 IL

roduct	Vendor	Color	Quantit
Install and storage for all pre	viously purchased displays for		
		*	1
Centennial Park and Ravinia	Ave. 323,103.00		
Storage of wreaths \$2,633.0	20	i	

Payments

Subtotal:

\$25,816.00

Total:

\$25,816.00

Final Cost:

\$25,816.00

Customer Payments:

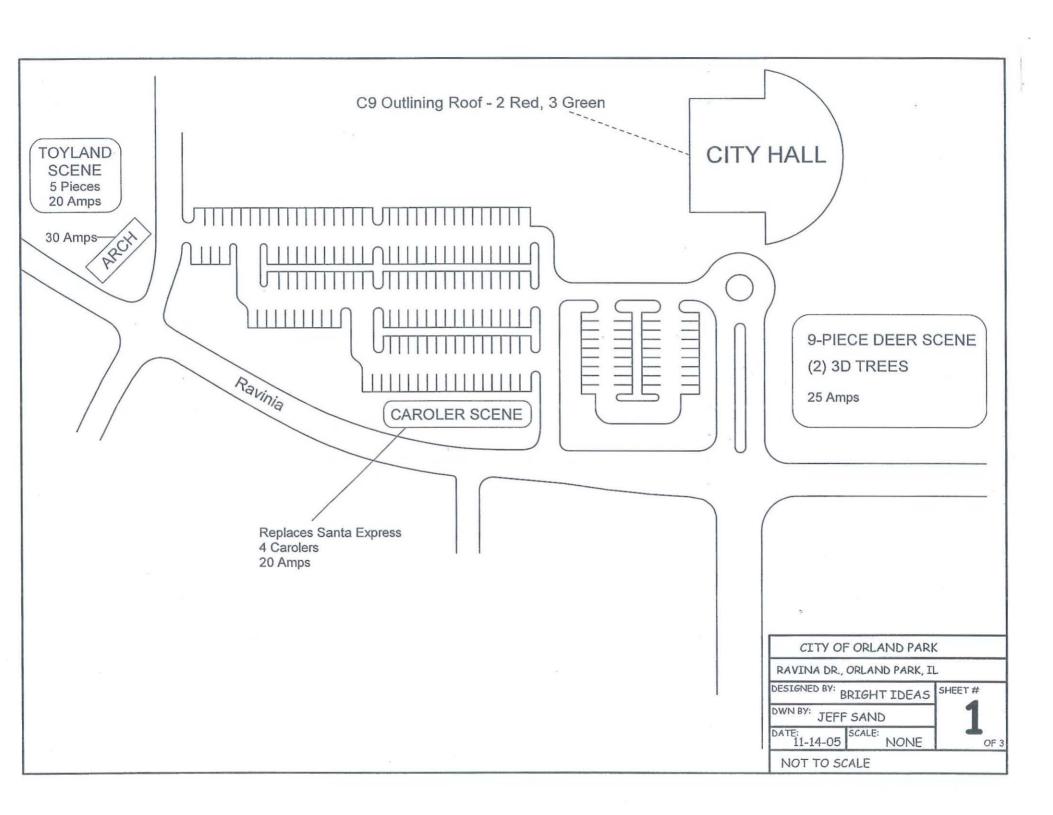
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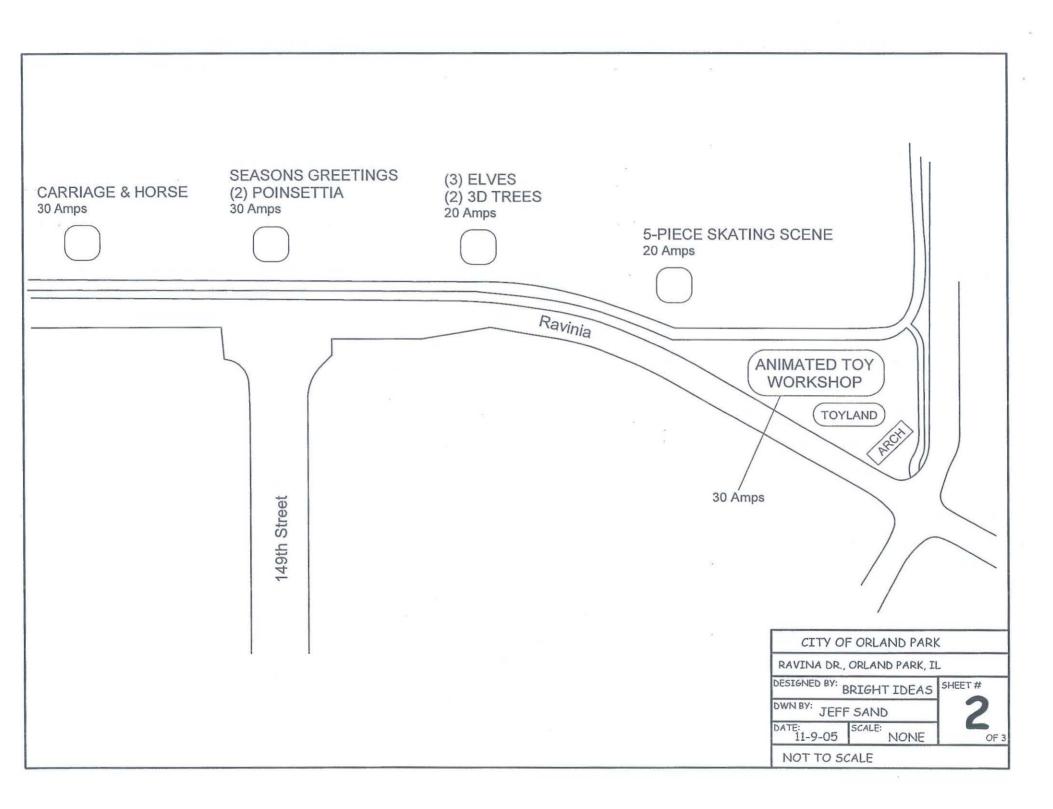
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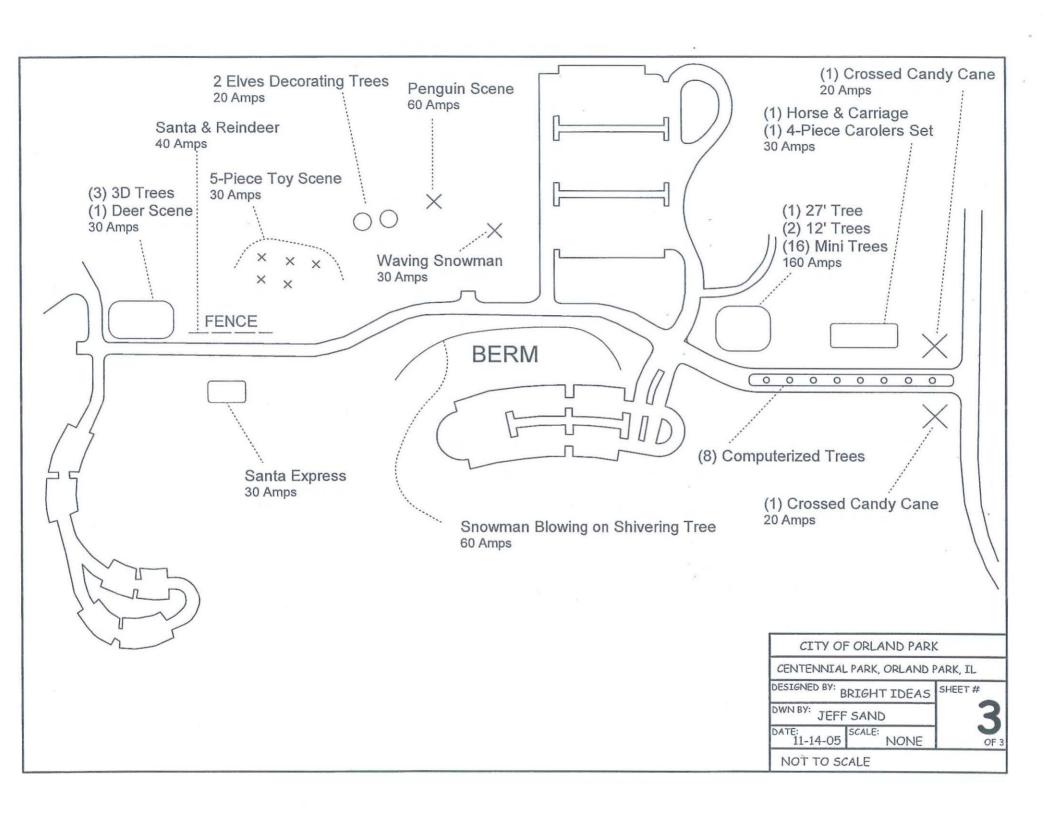
\$25,816.00

Wednesday, October 31, 2007

Page 1 of 1







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		Bright Ideas Inc		INSURER C:	INSURER C:				
		Bright Ideas, Inc. 1305 Schoolhouse R	d., Ste 3	INSURER D:	INSURER D:				
		New Lenox IL 60451		INSURER E:	INSURER E:				
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	x	X COMMERCIAL GENERAL LIABILITY	S1816340	04/06/07	04/06/08	PREMISES (Ea occurence)	\$ 100,000		
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	s 10,000		
						PERSONAL & ADVINJURY	\$ 1,000,000		
						GENERAL AGGREGATE	\$ 3,000,000		
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		POLICY PRO-							
		AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	ş		
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$		
		HIRED AUTOS NON-OWNED AUTOS			*	BODILY INJURY (Per accident)	\$		
			* *			PROPERTY DAMAGE (Per accident)	\$		
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under			WC7934463	04/06/07	04/06/08		\$ 500,000		
						E.L. DISEASE - EA EMPLOYEE			
-	SPEC	EIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 500,000		
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	##11 # 6-1 # P				IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR				
		Village of Orland : 14700 S. Ravinia Av		REPRESENTATIV	REPRESENTATIVES.				
Orland Park IL 60462				AUTHORIZED REF	AUTHORIZED REPRESENTATIVE				
ACC	Orland Park IL 60462 ACORD 25 (2001/08)				1	S ACORD C	ORPO		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD Hotsekskide NOTEPAD Hotsekskide parkagentäärä, jokkimin opkassimin pasetti pasetti pasetti pasetti pasetti pasetti pasetti

Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Worker's Compensation coverages if also required by written contract.