

## Clerk's Contract and Agreement Cover Page

**Year:** 2009

**Legistar File ID#:** 2009-0482

**Multi Year:**

**Amount** \$24,937.00

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**Contract Type:**

~~Services~~ Addendum

**Contractor's Name:**

Bright Ideas Inc.

**Contractor's AKA:**

**Execution Date:**

10/28/2009

**Termination Date:**

1/12/2010

**Renewal Date:**

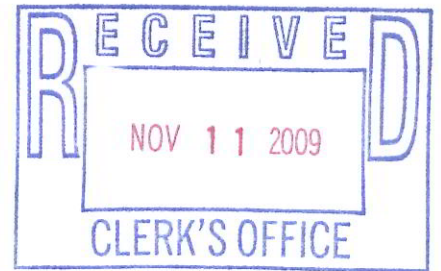
**Department:**

Public Relations

**Originating Person:**

Patty Vlazny

**Contract Description:** 2009 Holiday Decorations



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

November 11, 2009

Mr. Robert Martin  
Bright Ideas, Inc.  
1305 Schoolhouse Rd. #3  
New Lenox, Illinois 60451

**RE: *Addendum dated October 28, 2009***  
**'Holiday Lighting Displays'**

Dear Mr. Martin:

Enclosed is a copy of the addendum dated October 28, 2009 to extend the term of the Holiday Lighting Displays 2007 contract to the 2009 season in an amount of Twenty Four Thousand Nine Hundred Thirty-Seven and No/100 (\$24,937.00) Dollars. Please attach this to the original document dated November 30, 2007.

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

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Patty Vlazny  
Judy Konow

**ADDENDUM to**  
*“Holiday Lighting Displays 2007 Contract”*

**Dated**  
*November 30, 2007*

**Amended**  
*October 22, 2008*

**Between**  
*The Village of Orland Park, Illinois (“VILLAGE”) and Bright Ideas, Inc. (“CONTRACTOR”)*

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RE: Extension of contract term for 2009

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 1: Scope of Project and Provision of Labor, Tools and Equipment**, of said Agreement as amended October 22, 2008, the following words shall be stricken in their entirety:

The work included in the “description of work” section below is included in the proposal for \$31,606.00. These include all displays in the same areas per 2007 year plan.

- Ravinia Avenue – Perimeter Lighting, Holiday Displays (display maintenance, lamp change on all)
- Centennial Park – Mini lights for 8 trees, Holiday Displays (display maintenance, lamp change on all)
- Repairs on frame of large animate tree due to vandalism \$325.00
- Repairs to star on large tree due to vandalism \$410.00
- Installation, maintenance, takedown, storage \$26,741.00
- 290 sets Commercial LED M6-cool white sets of 50 mini \$3,770
- 30 sets Commercial LED M6-other colors sets of 50 mini \$360.00

TOTAL CONTRACT SUM \$31,606.00

And replaced with the following words:

The work included in the “description of work” section below is included in the proposal for \$24,937.00. These include all displays in the same areas (Centennial Park and Ravinia Avenue) per 2008 year plan.

- Installation, maintenance, takedown, and storage \$24,937.00

3. In **SECTION 4: Description of Work**, of said Agreement as amended October 22, 2008, the words “...for the 2008 holiday season” shall be stricken and replaced with the words “...for the 2009 holiday season.”



**ADDENDUM to**  
*“Holiday Lighting Displays 2007 Contract”*

**Dated**  
*November 30, 2007*

**Amended**  
*October 22, 2008*

**Between**  
*The Village of Orland Park, Illinois (“VILLAGE”) and Bright Ideas, Inc. (“CONTRACTOR”)*

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4. In SECTION 9: Contract Documents, of said Agreement as amended October 22, 2008 , the words “Contractor’s Invoice dated October 2, 2008” shall be stricken and replaced with “Contractor’s Invoice dated October 6, 2009”.
5. SECTION 10: Period of Performance, of said Agreement as amended on October 22, 2008, shall be stricken in its entirety and replaced with the following:

10. Period of Performance. Installation of decorations will begin on November 13, 2009 and will be completed and in good working order by November 24, 2009 in anticipation of the Village Lighting Ceremony on November 29, 2009. All displays along Ravinia Ave. and Centennial Park will be taken down beginning January 4, 2010 with removal complete no later than January 11, 2010.
6. In SECTION 22: Term of Agreement, of said Agreement as amended October 22, 2008, the words in the last sentence “...up to March 15, 2009,” shall be stricken and replaced with “...up to March 12, 2010,”.
7. 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.
8. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

**ADDENDUM to**  
*"Holiday Lighting Displays 2007 Contract"*

**Dated**  
*November 30, 2007*

**Amended**  
*October 22, 2008*

**Between**  
*The Village of Orland Park, Illinois ("VILLAGE") and Bright Ideas, Inc. ("CONTRACTOR")*

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This Addendum, made and entered into effective the **28th day of October, 2009** shall be attached to and form a part of the Agreement dated the 30<sup>th</sup> day of November, 2007 and amended October 22, 2008 and shall take effect upon signature below by duly authorized agents of both parties.

**AGREED AND ACCEPTED**

**FOR: THE VILLAGE**

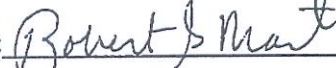
By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 11/9/09

**FOR: THE CONTRACTOR**

By: 

Print Name: Robert Martin

Its: Vice - President

Date: ~~30~~ November 5, 2009

**Bright Ideas Inc.**

1305 Schoolhouse Road #3  
 New Lenox, Illinois 60451  
 Phone: (877) 476-2852  
 Web: www.brightideasinc.com

**INVOICE**

Invoice Date: 10/6/2009

Invoice #760

Salesperson Bob Martin

Home: Cell:  
 Work: Fax:  
 Email:

BILL TO	
<b>Village of Orland Park</b>	
14700 Ravinia Ave.	
Orland Park	IL 60462-

JOB LOCATION	
14700 Ravinia Ave.	
Orland Park	IL 60462

**Description:** Christmas Lights - 2009

Product	Vendor	Color	Quantit
<i>Bright Ideas proposal for the 2009 holiday decorating for</i>			0
<i>Centennial Park and Ravinia Ave. as per 2008 design</i>			0
<i>Services include installation, maintenance, takedown and storage</i>			0

**Payments**

Subtotal:	\$0.00
Additional Fee:	\$24,937.00
<b>Total:</b>	<b>\$24,937.00</b>
<b>Final Cost:</b>	<b>\$24,937.00</b>
Customer Payments:	\$0.00
<b>Balance Due:</b>	<b>\$24,937.00</b>



203229502

<b>ACORD™ INSURANCE BINDER</b>		DATE <b>09/09/09</b>
<b>THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.</b>		
PRODUCER <b>USAA INSURANCE AGENCY, INC.</b> 9800 FREDERICKSBURG RD. SAN ANTONIO, TX 78284-9836	PHONE (A/C, No, Ext): <b>800-531-8722</b> FAX (A/C, No): <b>888 900-5380</b>	COMPANY <b>Hartford Casualty Insurance Company</b> BINDER # <b>65SBMNX2967</b>
CODE: _____ SUB CODE: _____		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:
AGENCY CUSTOMER ID: <b>1271214</b>		
INSURED <b>BRIGHT IDEAS OF ILLINOIS, INC</b> 1305 SCHOOLHOUSE RD UNIT 3 NEW LENOX, IL 60451		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <b>LANDSCAPE LIGHTING</b>

COVERAGES	LIMITS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE: _____			EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE \$ _____ MEDICAL PAYMENTS \$ _____ PERSONAL INJURY PROT \$ _____ UNINSURED MOTORIST \$ _____
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE \$ _____ STATED AMOUNT \$ _____ OTHER \$ _____
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ _____ AGGREGATE \$ _____
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE: _____			EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ SELF-INSURED RETENTION \$ _____ WC STATUTORY LIMITS
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>100,000</b>
<b>SPECIAL CONDITIONS/ OTHER COVERAGES</b>				FEES \$ _____ TAXES \$ _____ ESTIMATED TOTAL PREMIUM \$ _____

<b>NAME &amp; ADDRESS</b>		MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
<b>**NOT APPLICABLE**</b>		LOAN # _____	
		AUTHORIZED REPRESENTATIVE <i>Robert Martin</i>	

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.