

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2011-0217

Multi Year: ☒

Amount \$9,550.00

Contract Type:

Services

Contractor's Name:

Sound Works Productions

Contractor's AKA:

Execution Date:

5/16/2011

Termination Date:

8/31/2013

Renewal Date:

1/31/2012

Department:

Media & Special Events

Originating Person:

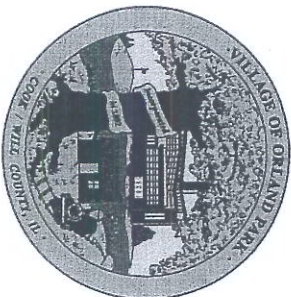
Patty Vlazny

Contract Description: Sound, Stage & Lighting - Taste of Orland 2011-13

Thursday, June 02, 2011

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

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

June 2, 2011

Mr. Daniel Nickleski
Sound Works Productions
925 Lambrecht Road
Frankfort, Illinois 60423

RE: NOTICE TO PROCEED
Sound Stage and Lighting for Taste of Orland 2011

Dear Mr. Nickleski:

This notification is to inform you that the Village of Orland Park has finalized the contract for Sound, Stage, and Lighting for the Taste of Orland 2011. We still need a Certificate of Insurance upon renewal. Please forward as soon as it is available.

Please contact Patty Vlazny at 708-403-6145 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. 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 dated May 16, 2011 in an amount not to exceed Nine Thousand Five Hundred Fifty and No/100 (\$9,550.00) Dollars per year. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Patty Vlazny

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

David P. Maher

14700 S. Ravinia Ave.

Orland Park, IL 60462

(708) 403-6100

www.orland-park.il.us



TRUSTEES

Kathleen M. Fenton

Brad S. O'Halloran

James V. Dodge

Edward G. Schussler III

Patricia A. Gira

Carole Griffin Ruzich

VILLAGE HALL

May 16, 2011

Mr. Daniel Nickleski

Sound Works Productions

925 Lambrecht Road

Frankfort, Illinois 60423

NOTICE OF AWARD – Sound, Stage and Lighting for Taste of Orland 2011

Dear Mr. Nickleski:

This notification is to inform you that on April 18, 2011, the Village of Orland Park Board of Trustees approved awarding Sound Works Productions the contract in accordance with the proposal you submitted dated March 7, 2011, for Sound, Stage and Lighting for the Taste of Orland 2011 - 13 for an amount not to exceed Nine Thousand Five Hundred Fifty and No/100 (\$9,550.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by May 31, 2011.

1. Enclosed is the Contract for Sound, Stage and Lighting for the Taste of Orland 2011. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. The Certificate of Insurance we have on file expires before the August event. Please provide a current Certificate of Insurance upon renewal.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts and Insurance Certificate are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Patty Vlazny

VILLAGE OF ORLAND PARK
Sound, Light & Stage – Taste of Orland
(Contract for Services)

This Contract is made this **16th day of May, 2011** by and between the **Village of Orland Park** (hereinafter referred to as the “VILLAGE”) and **Sound Works Productions** (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.

The Request for Proposals

The Instructions to Proposers

This Contract

The Terms and Conditions

The Proposal dated March 7, 2011 as it is responsive to the VILLAGE’S RFP requirements

All Certifications required by the Village

Certificates of insurance

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:

To provide and operate sound, stage and lighting for the Taste of Orland Park for 2011 (optionally renew for 2012 and 2013), as described in the Sound Works Productions proposal dated 3/7/2011

(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:

An amount not to exceed Nine Thousand Five Hundred Fifty and No/100 (\$9,550.00) Dollars

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 term of the Contract shall be for a three (3) day event (not including set-up and tear down time), to be held on August 5 - 7, 2011, with the option to renew annually for each of two additional years. The Village will exercise its option to extend the contract prior to January 31st of each event year. This Contract shall terminate upon completion of the WORK or August 31, 2013, 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: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance

Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

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:	To the CONTRACTOR:
Denise Domalewski, Contract Administrator	Daniel Nickleski, Owner/Secretary
Village of Orland Park	Sound Works Productions
14700 South Ravinia Avenue	925 Lambrecht Road
Orland Park, Illinois 60462	Frankfort, Illinois 60423
Telephone: 708-403-6173	Telephone: 630-291-6699
Facsimile: 708-403-9212	Facsimile: 815-600-8656
e-mail: ddomalewski@orland-park.il.us	e-mail: Daniel@soundworkspro.com

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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

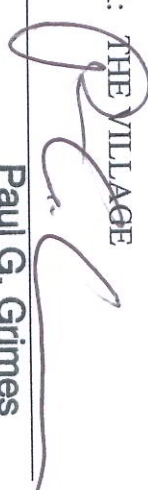
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: ~~THE VILLAGE~~

By: 

Paul G. Grimes

Print Name: **Village Manager**

Its:

Village Manager

Date: 5/24/11

FOR: THE CONTRACTOR

By: 

Print Name: Daniel Nickelski

Its: Owner / Secretary

Date: 5/16/2011

Sound Works Productions
2011 Village of Orland Park – Sound, Light and Stage – RFP

Village of Orland Park
Village Clerk's Office
14700 S. Ravinia Avenue
Orland Park, Illinois 6046

Experience – Sound Works Productions spends the summer months providing sound, stage, and lighting for events just like the Taste of Orland Park. For the past 7 years Sounds Works has also provided these services for the Taste of Orland Park (6 of those years the company operated under the name Front Line Services).

References

1. Patty Vlazny
Village of Orland Park
708-403-6145
pvlazny@orland-park.il.us
2. Dave Girardi
American Mobile Staging (Subcontracts Sound Works on over 20 Festivals a year)
847-584-0350
dgirardi@ameritech.net
3. Chuck Jabbay (Weekly outdoor concert series and festivals)
CD and ME
815-469-7315
www.cdandme.com

Operating History – Sound Works Productions has been operating for 6 years. Before Sound Works opened the company operated as Font Line Services. The company staffs 2 full time employees, 3 part time employees, and over 2-dozen contract laborers.

Qualifications – As stated above Sound Works Productions has been providing sound, stage, and lighting for the Taste of Orland Park since the start of the festival. In that time we have heard nothing but good things about the services we provide. When using Sound Works the festival staff never has to worry about the entertainment at any of the stages. Our staff not only makes sure the festival has great sound and lighting, but they make sure every stage stays on schedule and the performers are happy. When choosing Sound Works you never have to worry about the live entertainment portion of the festival.

I would also like to add that this year we have purchased a new sound system that will be put into place at the main stage if the contract is awarded to Sound Works. This system is

a technology called Line Array. With this technology we will have the ability to make the sound levels the same from front to back. This means it will no longer have to be extremely loud in the front for the people in the back of the crowd to hear. This technology is perfect for events like the Taste of Orland (especially on nights when American English plays). Technology like this usually costs double what we have charged the Taste in the past, but we understand budgets for festivals are not as much as they used to be so we are keeping our price the same.

PROPOSAL SUMMARY SHEET

Sound, Light & Stage – Taste of Orland

Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Sound Works Productions
Street Address: 925 Lambrecht Rd
City, State, Zip: Frankfort, IL 60123
Contact Name: Daniel Nicklest
Phone: 630-291-6699 Fax: 815-600-8656
E-Mail address: Daniel @ soundworks.pro.com
FEIN#: 20-8615388

Total Proposal Price:

2011 - \$ 9,550.00
2012 - \$ 9,550.00
2013 - \$ 9,550.00

Signature of Authorized Signee: _____

Title: Owner / secretary

Date: 3-7-2011

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

_____ 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: Illinois
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.

Sound Works Productions Inc (Corporate Seal)
Business Name

 Daniel Nickleski
Signature Print or type name

Co Owner / Secretary 3-7-2011
Title Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, Daniel Dickleski, being first duly sworn certify
and say that I am Partner / secretary
(insert "sole owner," "partner," "president," or other proper title)
of Sund Works Productions Inc, 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.

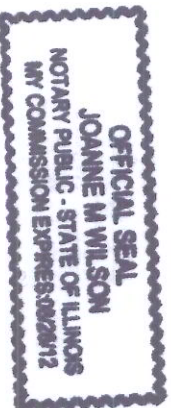


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 9 Day
of March, 2011.



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:

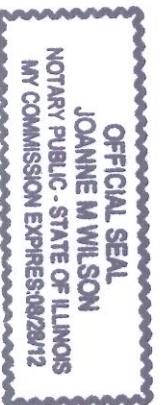
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Daniel McQuesti, having submitted a proposal for
Sound Works Productions (Name of Contractor) for
Sound Stage Lights (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: 
Authorized Agent of Contractor

Subscribed and sworn to before
me this 7 day of March, 2011

Joanne M Wilson
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.

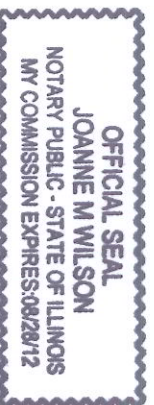
ACKNOWLEDGED AND AGREED TO:

BY: _____

DATE: 03/07/2011

Subscribed and sworn to before
me this 7th day of March, 2011


Notary Public



TAX CERTIFICATION

I, Daniel Nickleski, having been first duly sworn depose and state as follows:

I, Daniel Nickleski, am the duly authorized agent for Sound Works Productions Inc., which has

submitted a proposal to the Village of Orland Park for

Taste of Orland Park and I hereby certify

(Name of Project)

that Sound Works Productions 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: Daniel Nickleski

Title: Co Owner / Secretary

Subscribed and Sworn to
Before me this 07
Day of March, 2011

REFERENCES

(Please Print or Type)

ORGANIZATION

Please See first page.

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

CONTACT PERSON

DATE OF PROJECT

ORGANIZATION

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

CONTACT PERSON

DATE OF PROJECT

ORGANIZATION

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

CONTACT PERSON

DATE OF PROJECT

Proposer's Name & Title:

Signature and Date:

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

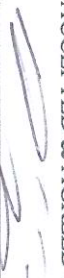
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 7 DAY OF March, 2011

Signature


Daniel Mikolaj, Owner/Secretary

Printed Name & Title

Authorized to execute agreements for:

Sound Waves Productions
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS
DATE (MM/DD/YYYY)
03/08/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville, IL 60540-2830 Richard W. Kerley, CIC		630-355-2077		CONTACT NAME: PHONE (A/C, No. Ext.): FAX (A/C, No.): ADDRESS: PRODUCER: CUSTOMER ID #: SOUND-6		INSURER(S) AFFORDING COVERAGE INSURER A: WESTFIELD INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 24112	
INSURED Sound Works Productions, Inc. 925 Lambrecht Rd Frankfort, IL 60423									

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		CWP4451894	06/09/10	06/09/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO ☐ LOC					
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		CWP4451894	06/09/10	06/09/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☒ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LEASED EQUIPMENT		CWP4451894	06/09/10	06/09/11	15,000 \$500 DED

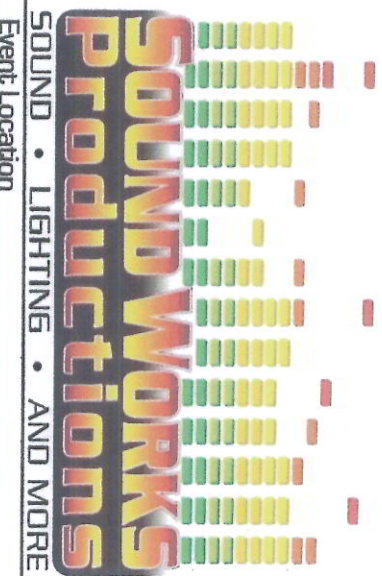
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Richard W. Kerley</i>

Invoice

Invoice #: 690
Submitted by: Dan
Submitted date: 3/7/2011

Event name Taste of Orland Park
Event date: 08/05-07/2011
Event times: TBD



Purchaser
Village of Orland Park
14700 South Ravinia Ave
Orland Park, IL 60462

Event Location
Orland Park Community Center Grounds

Description	Amount
Nexo GeoS12 FOH PA	9,550.00
-14 Nexo GeoS1210 Line Array Modules -2 Nexo GeoS1230 30 Degree Down Fill Module -8 Nexo RS18 Directional Subwoofers [All Powered by Nexo AMP4x4]	
-FOH Processing: - 1 Avid [DigiDesign] Venue SC48 [All Processing is built into console]	
-Monitors: -54 Channel Ramtech Monitor Split: -Yamaha M7CL monitor console [all processing internal] -8 EV T221M Wedges -1 EV MTL2 Drum Fill	
Microphones: -"A" microphone case (Shure, Audix, Radial, BSS) Stands: -"A" stand trunk [Assorted KM stands]	
Total	

Please make checks to Sound Works Productions, Inc.
Sound Works Productions, Inc. is fully licensed and insured.
In the event of cancelation within 2 weeks of the event, 50% of the above total is due.
Once on site and set up, the above compensation is due rain or shine.
Signing this document entitles Sound Works Productions, Inc. to provide services and receive compensation as listed above.

Authorized Purchaser Signature: _____ Date: 3-7-2011
Sound Works Rep Signature: _____ Date: _____

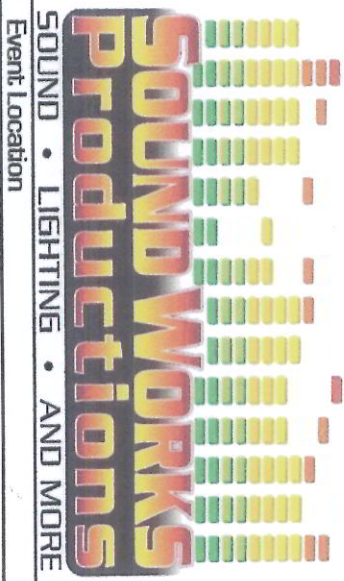
Invoice

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Purchaser

Village of Orland Park
14700 South Ravinia Ave
Orland Park, IL 60462



Event Location

Orland Park Community Center Grounds

Description	Amount
-Lighting -32 1000 watt par cans -1 dimmer rack -1 48 channel lighting console -1 750 watt spot light -Labor: [3 Days] -1 FOH Sound Engineer -1 Monitor Sound Engineer -1 System Technician / Lighting Designer -Stage: -1 32 wide x 24 deep Stage -2 Bx4 Sound Wings -1 32 x 24 Stage Roof -1 Stage Skirt Package -1 Stair Set -1 Ramp -1 Spot Light Tower (FOH) -Community Stage FOH Mains: -2 EV double 15" tops (mid/high) -2 EV MTL1 double 18" subs -QSC amps -BSS processing	
Total	

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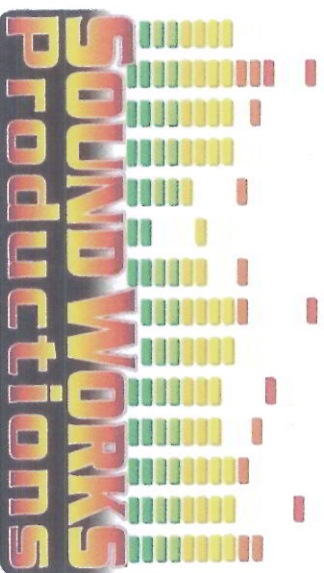
Authorized Purchaser Signature : _____ Date: _____

Sound Works Rep Signature : _____ Date: 3-7-2011

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Event Location

Orland Park Community Center Grounds

Purchaser

Village of Orland Park
14700 South Ravinia Ave
Orland Park, IL 60462

Description

Amount

-Community Stage FOH Processing:
-16 channel Allen & Heath Mixwizard
-6 channels of EQ
-6 channels of dynamics (comps/gates)
-1 T.C. Electronics M One effects unit
-Community Stage Monitors:
-4 Yamaha 15" floor monitors on separate mixes from FOH (no split)
-QSC amps
-Community Stage Microphones:
-1"C" microphone case (Shure, Audix, Whithwind)
Stands:
-1"C" stand trunk (Assorted Whithwind Stands)
-Community Stage Labor: (3 Days)
-1 Sound Engineer
-1 System Technician
-Community Stage Lighting:
-12 Par64 LED cans on two trees
-Line Dance FOH Mains:
-2 EV Sx300 speakers on stands
-1 Mackie 8 Channel Console
-1 CD Player
-1 Wireless SM58 Mic
Delivery, set-up, and pick up included

Total

\$9,550.00

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Authorized Purchaser Signature: _____

Date: _____

Sound Works Rep Signature: _____

Date: 3-7-2011