

## COUNCIL WORKSHOP ITEM

**ITEM:** 2002 Sound Contract for Heritage Festival  
**DATE:** March 19, 2002  
**PREPARED BY:** Mary Scalzetti  
**PURPOSE:** Approval of Vendor – Sound for stages  
**BID AMOUNT:** \$17,400 **ACCOUNT:** 108.163.0000.5315

### DISCUSSION:

At their meeting on March 18, 2002, the Tourism and Events Commission unanimously recommended the services of R. J. Recording as the sound vendor for the 2002 Heritage Festival. R. J. Recordings bid totaled \$17,400, which includes sound for six stage and labor for twelve technicians.

Seven other companies were sent an RFP. Of the three returned, AB Productions only bid on the sound for two stage, as they are a small company and do not have the equipment to handle all stages. Dance All Night Inc., whose bid totaled \$17,445, additionally requested that the village supply security for their equipment from show set up, through load out.

Staff strongly concurs with the Tourism and Events Commission as to the use of R.J. Recording. They have been providing sound for Heritage Festival for the past sixteen years.

The Tourism and Events Commission feels that the sound company should be selected based on their performance and quality, rather than low bid alone. They feel a lot of money is spent on the entertainment for the festival, and a quality sound company is needed to ensure great performances.

### ATTACHMENT:

Attached is a copy of the sound quote sheet.  
R. J. Recording Sound Contract

### RECOMMENDATION:

Approval of R. J. Recording as the sound vendor for the 2002 Heritage Festival.

## 2002 Heritage Festival Sound Quote Sheet

**R J Recording**

Sound System Rental for six Stages	\$12,000.00
Total Labor	\$5,400.00
Band Gear Rental	\$0.00
<b>TOTAL:</b>	<b>\$17,400.00</b>

**Dance All Night**

**Dance All Night! Inc.**

Sound System Rental for Six Stages	\$17,445.00
Total Labor	incl
Band Gear Rental	0

\*Quote requests the Village is to supply on site 24 hour security for company eq (ie., show set-up, during event, thru strike, )

**TOTAL: \$17,445.00**

**AB Productions**

<u>Sound Sys. Rental - (Two stages only)</u>	\$1,950.00
Total Labor	incl
Band Gear	0

**TOTAL: \$1,950.00**

- Innovative Concert System**
- NIC Productions**
- Creative Sounds**
- KCM Productions**
- Big Audio Inc.**

- unable to provide PA'S
- No quote returned
- No quote returned
- No quote returned
- No quote returned

## RENTAL/LEASE AGREEMENT

This Agreement made this \_\_\_\_\_ day of March 2002, by and between R J Recording (the "Lessor"), and the Village of Downers Grove (the "Lessee").

Lessor agrees to lease to Lessee the following equipment for use at the 2002 Heritage Festival:

All items listed on the attached RJ Recording quotation item list hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as the "Equipment").

In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by, Lessor and Lessee agree as follows:

1. **Set Up of Equipment:** The equipment shall be set up after 10:00 p.m. on June 27, 2002 and before 10:00 a.m. on June 28, 2002.
2. **Rental:** The Lessee shall pay to the Lessor the sum of **\$17,400.00** for rental of the equipment. due after 7:00 p.m. on June 30, 2002. The check shall be picked up at the Heritage Festival Information Booth.
3. **Ownership and Use:** The Equipment shall at all times be the sole and exclusive property of the Lessor. The Lessee shall have no rights or property interest in the leased property, except for the right to use it for 2002 Heritage Festival.
4. **Insurance:** Lessor shall, prior to the set up date, provide Lessee with a certificate of insurance demonstrating the following coverage for the event:
  - (1) a comprehensive general liability insurance policy providing bodily injury, personal injury and property damage coverage in the amount of \$1,000,000.00 per occurrence. Such policy shall be obtained from an insurer acceptable to Lessee, shall name Lessee as an additional insured, shall be effect during the entire term of the agreement, and shall not be canceled or altered without giving Lessor thirty (30) day prior written notice thereof.
  - (2) workmen's compensation insurance in the statutory amount and employer's liability coverage in the amount of \$500,000 per occurrence. Such policy shall be obtained from an insurer acceptable to Lessee, shall name Lessee as an additional insured, shall be effect during the entire term of the agreement, and shall not be canceled or altered without giving Lessor thirty (30) day prior written notice thereof.
5. **Inspection:** The agents of the Lessor may, at any time, enter upon Lessee's premises for the purpose of inspecting the Equipment and the manner in which it is being used.
6. **Repair/Replace:** Lessee agrees that in the event any Equipment is defective or becomes unsafe or in disrepair, Lessee will immediately notify Lessor. Lessor agrees that it will replace or repair the within a reasonable time period. At Lessee's option, Lessee may request that the contract price be adjusted to reflect the cost of the defective equipment, instead of requesting replacement or repair.
7. **Removal of Equipment:** Removal of the equipment shall not begin before 10:00 p.m. on June 30, 2002, and must be completed by 3:00 a.m. on July 1, 2002.

8. **Renewal:** Lessee has the option to renew this lease for the 2003 Heritage Festival, provided such agreement shall be made in writing and agreed upon by both parties and provided a fee increase does not exceed 2%.

9. **Termination:** Lessee shall have the right to terminate this lease upon ten (10) day written notice to Lessor.

10. **Notices:** All notices regarding defaults or breaches under this agreement shall be properly given in writing and either delivered personally or sent registered or certified mail, postage pre-paid to:

R J Recording  
Mr. Richard Peck  
PO Box 302  
Geneva IL 60134

Village of Downers Grove  
Community Events  
801 Burlington Avenue  
Downers Grove, IL 60515

11. **Choice of Law:** The laws of the State of Illinois shall govern all questions regarding this Agreement.

12. **Entire Agreement:** This Agreement constitutes the entire agreement between Lessor and Lessee, superceding all other written or oral representations and understandings not included herein. No additional terms or conditions in Lessor's forms shall be of any effect.

In witness whereof the parties have executed this agreement.

LESSOR:

VILLAGE OF DOWNERS GROVE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Mayor Brian J. Krajewski

QUALITY SOUND SINCE 1976



P.O. BOX 302, GENEVA, IL 60134

(630) 232-1932

FAX (630) 232-1938

EXHIBIT A

Rental Contract

2002 Downers Grove Heritage Festival

### South Stage

8 Macpherson M1 10,000 Watt Main P.A. System. Includes Soundcraft 800B 32X8X2 House Console and 24X8 Monitor Mix

Fri \$1,000.00

Sat \$1,000.00

Sun \$1,000.00

TOTAL \$3,000.00

### East Stage

Double Stack 3-Way Mains 24 Channel P.A., 2 Monitor Mixes With 4 Floor Monitors

Fri \$550.00

Sat \$550.00

Sun \$550.00

TOTAL \$1,650.00

### Beer Garden

3-Way EV Delta-Max Mains 24 Channels, 2 Monitor Mixes With 4 Floor Monitors

Fri \$550.00

Sat \$550.00

Sun \$550.00

TOTAL \$1,650.00

### Tivoli Theater

Single Stack EV Delta-Max Main P.A. 24 Channels, 2 Monitor Mixes With 4 Floor Monitors

Fri \$450.00

Sat \$450.00

Sun \$450.00

TOTAL \$1,350.00

### Lot O Fun Stage

Single Stack 3-Way Mains 16 or 24 Channel P.A., 2 Monitor Mixes With 4 Monitors

Fri \$450.00

Sat \$450.00

Sun \$450.00

TOTAL \$1,350.00

QUALITY SOUND SINCE 1976



P.O. BOX 302, GENEVA, IL 60134

(630) 232-1932

FAX (630) 232-1938

### Fishel Park Band Shell

8 Macpherson M1 10,000 Watt Main P.A. System. Includes Yamaha PM-3000 40X8X2  
House Console and 24X8 Monitor Mix

Sat \$1,500.00

Sun \$1,500.00

TOTAL \$3,000.00

### Labor

House & Monitor Engineer at Fishel Park & Friday Other Stage Set Ups(2 People)

House & Monitor Engineer at South Stage (2 People)

House Engineer & Stage Tech at East Stage (2 People)

House Engineer for Beer Garden (1 Person)

House Engineer for Tivoli Theater (1 Person)

House Engineer for Lot O Fun (1 Person)

2 Assistants Going From Stage To Stage (2 People)

1 Sound Systems Manager (That's Me!) (1 Person)

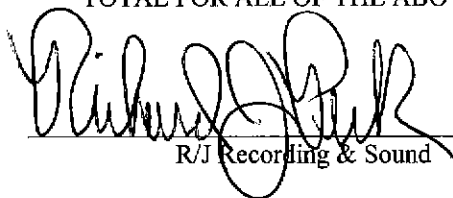
12 People Total @\$450.00 Each = \$5,400.00

TOTAL LABOR \$5,400.00

Total For Sound Systems Rental \$12,000.00

Total For All Labor \$5,400.00

TOTAL FOR ALL OF THE ABOVE \$17,400.00



R/J Recording & Sound

Village of Downers Grove

PRODUCER  
VALLEY INSURANCE AGENCY, INC.  
P.O. Box 231  
422 E. State St.  
Geneva IL 60134  
Phone: 630-232-1640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURED  
  
R. J. Recording  
Richard Peck  
P.O. Box 302  
Geneva IL 60134

INSURER A: **Cincinnati Insurance**  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CAP5022964AWR	12/19/01	12/19/02	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 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
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP5022964AWR	12/19/01	12/19/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
	<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT	\$
						\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

It is agreed that the Village of Downers Grove is named as Additional Insured with respects to General Liability only.

**CERTIFICATE HOLDER**

N ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

DOWNVII  
Village of Downers Grove  
Civic Center  
434-5571 Mary Scalzetti  
801 Burlington Rd.  
Downers Grove IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Richard Hard*