

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2012-0603

**Innoprise Contract #:** C12-0105

**Year:** 2012

**Amount:** \$6,800.00

**Department:** PW - Doug Medland

**Contract Type:** Service addendum

**Contractors Name:** H2O Towers LLC

**Contract Description:** Addendum to 2010 contract adding towers #7 and #10

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](http://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

November 16, 2012

Mr. Robert Santure  
H2O Towers LLC  
P.O.Box 398  
Saline, Michigan 48176

**RE: *Addendum dated November 13, 2012 to add Towers #7 and #10***

Dear Mr. Santure:

Enclosed is a copy of the addendum dated November 13, 2012 for the change to clean towers #7 and #10 in 2012 for Six Thousand Eight Hundred and No/100 (\$6,800.00) Dollars. Please attach this to the original *Elevated Water Towers#1 and #8 Exterior Cleaning* contract dated April 22, 2010.

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

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Doug Medland

**ADDENDUM B to**  
*Elevated Tower #1 and #8 Exterior Cleaning Contract*

**Dated**  
*April 22, 2010*

**Amended**  
*July 18, 2011*

**Between**  
*The Village of Orland Park, Illinois ("VILLAGE") and H2O Towers LLC ("CONTRACTOR")*

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RE: Elevated Tower #7 and #10 Cleaning 2012

WHEREAS, on April 22, 2010, a certain Agreement regarding Custodial Services between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to extend the scope and term of the agreement.

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 and the Agreement, the provisions of this Addendum shall control.
2. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall be amended to include cleaning of towers #7 and #10 in 2012 for a cost not to exceed Six Thousand Eight Hundred and No/100 (\$6,800.00) Dollars.
3. **SECTION 4: TERM OF THE CONTRACT:** of said Agreement, the words "This Contract shall terminate upon completion of the WORK or December 31, 2011, whichever occurs first," shall be stricken in its entirety and replaced with "This contract shall terminate upon completion of the WORK."
4. 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.
5. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

**ADDENDUM B to**  
*Elevated Tower #1 and #8 Exterior Cleaning Contract*

**Dated**  
*April 22, 2010*

**Amended**  
*July 18, 2011*

**Between**  
*The Village of Orland Park, Illinois ("VILLAGE") and H2O Towers LLC ("CONTRACTOR")*

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This Addendum, made and entered into effective the 13<sup>th</sup> day of November, 2012, shall be attached to and form a part of the Agreement dated the 22<sup>nd</sup> day of April, 210, amended July 18, 2011, 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  
Village Manager

Its: Village Manager

Date: 11/15/12

**FOR: THE CONTRACTOR**

By: 

Print Name: Robert J Sautere

Its: President

Date: 11-14-12

**H2O Towers****H2O Towers LLC****PO Box 398****Saline, MI 48176****Proposal**

Date	Estimate #
7/16/2012	1385

Name / Address
Village of Orland Park Doug Medland 15655 Ravinia Avenue Orland Park, IL 60462 708-403-6350 F: 708-403-8798

Project

Description	Qty	Rate	Total
H2O Towers will supply all labor and materials necessary, in order to: Clean the exterior of your 300,000 gal., #7 Sphere and your 500,000 gal., #10 Sphere.			
The Tank(s) will be power steam cleaned (high water level to the ground) using United Weather-Zyme 727 cleaner in order to kill mildew spores and remove atmospheric carbons. ( 1 part United Weather-Zyme 727, 3 part chlorine and 1 part water).			
The Tank(s) will be power steam rinsed with hot water.			
Apply fungicide to prevent future growth of mold/mildew.			
Our 15 story man-lift will be used to clean the water tower.			
300,000 Gallon Tank.		2,900.00	2,900.00
500,000 Gallon Tank.		3,900.00	3,900.00
		<b>Total</b>	<b>\$6,800.00</b>

All material is guaranteed to be as specified and the above work to be performed in a workmanlike manner for the sum above. Any additional work involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond control. Precautions will be taken to protect landscaping, but not liable for. Owner is to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Liability Insurance on above work is to be taken out by H2O Towers, LLC.

Phone #	Fax #	E-mail	Web Site
866-426-8693	734-944-0127	serubbertl@hughes.net	www.h2otowers.com



# CERTIFICATE OF LIABILITY INSURANCE

H20TO-1

OP ID: JA

DATE (MM/DD/YYYY)

11/15/12

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).

<b>PRODUCER</b> Kleinschmidt Agency, Inc. 450 South Maple Road Ann Arbor, MI 48103 Julie Armbruster		734-662-3100 734-662-5379	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b>	<b>FAX</b> (A/C, No):
<b>INSURED</b> H20 Towers LLC 10400 Mooreville Rd Saline, MI 48176		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CSU Producer Resources Inc <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		

## 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	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CSU0039914	07/25/12	07/25/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$1000 ded BI/PD					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	DED RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Water Tower - cleaning, painting, removal

## CERTIFICATE HOLDER

## CANCELLATION

10DAYNO

Village of Orland Park  
 Fax 708-403-9212  
 15655 Ravinia Avenue  
 Orland Park, MI 60462

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