

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2010-0145

Multi Year: ☒

Amount \$7,800.00

Contract Type:

Services

Contractor's Name:

H2O Towers LLC

Contractor's AKA:

Execution Date:

4/22/2010

Termination Date:

7/1/2010

Renewal Date:

Department:

Public Works/Water & Sewer

Originating Person:

Doug Medland/John Ingram

Contract Description: Elevated Water Tower #1 & #8 Cleaning

Addendum 7/18/11 - Towers #4 and #5 in 2011 \$4,999

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

July 27, 2011

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

RE: *Addendum dated July 18, 2011 to*
Elevated Water Towers#1 and #8 Exterior Cleaning Contract

Dear Mr. Santure:

Enclosed is a copy of the addendum dated July 18, 2011 for the change to clean towers #4 and #5 in 2011 for Four Thousand Nine Hundred Ninety-Nine and No/100 (\$4,999.00) Dollars. Please attach this to the original *Elevated Water Towers#1 and #8 Exterior Cleaning* contract dated April 22, 2010. Purchase order #061285 has been assigned to this project.

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

Sincerely,


Denise Domalewski
Contract Administrator

cc: Doug Medland

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

Dated
April 22, 2010

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

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 1: THE CONTRACT DOCUMENTS** of said Agreement, the words "The Proposal submitted by Contractor on February 18, 2010, to the extent it does not conflict with this contract" shall be amended to read "The Proposal submitted by Contractor to the extent it does not conflict with this contract"
3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall be amended to include cleaning of towers #4 and #5 in 2011 for a cost not to exceed Four Thousand Nine Hundred Ninety-Nine and No/100 (\$4,999.00) Dollars.
4. **SECTION 4: TERM OF THE CONTRACT:** of said Agreement, the words "The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion on or before July 1, 2010. This Contract shall terminate upon completion of the WORK or July 1, 2010, whichever occurs first," shall be stricken in its entirety and replaced with "The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion. This Contract shall terminate upon completion of the WORK or December 31, 2011, whichever occurs first,"
5. 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.
6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

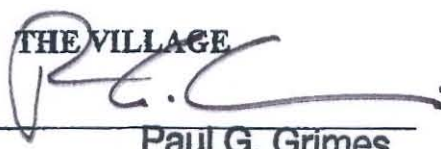
Dated
April 22, 2010

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

This Addendum, made and entered into effective the 18th day of July, 2011, shall be attached to and form a part of the Agreement dated the 22nd day of April, 2010 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: 7/19/11

FOR: THE CONTRACTOR

By: 

Print Name: Robert J. Santure

Its: President

Date: 7/19/11

**H2O Towers**1-800-426-7285/1-800-888-3333
Serving the Continental United States

H2O Towers LLC

PO Box 398

Saline, MI 48176

Proposal

Date	Estimate #
06/29/2011	1261

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 2 towers; a 300,000 gallon, 144 ft., Spheroid and a 300,000 gallon, 105 ft, Spheroid		0.00	0.00
300,000 gallon, 144 ft, Spheroid (fenced)**		2,900.00	2,900.00
300,000 gallon, 105 ft, Spheroid**		2,700.00	2,700.00
The tanks will be power steam cleaned (high water level to the ground) using United Weather-Zyme..		0.00	0.00
The tanks will be power steam rinsed with hot water.		0.00	0.00
Apply fungicide to prevent future growth of mold/mildew.		0.00	0.00
A 15 story man-lift will be used to clean the water towers.		0.00	0.00
** If both tanks are done together there will be a \$601.00 discount		-601.00	-601.00
Thanks so much for thinking of us!		Total	\$4,999.00

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	scrubber1@hughes.net	www.h2otowers.com



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/20/2011

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 HAYES INSURANCE AGENCY INC 4752 OCCIDENTAL HWY ADRIAN, MI 49221	CONTACT NAME: PETER J. HAYES		
	PHONE (A/C, No, Ext): (517) 423-8316	FAX (A/C, No): 517-423-6280	
INSURED H20 TOWERS, LLC P O BOX 398 SALINE, MI 48176	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: STATE AUTO INSURANCE COMPANIES		25127
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/PO/ AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY	Y		BAP2250496	03/01/2011	03/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

"THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED ON A PRIMARY/NON-CONTRIBUTORY BASIS WITH RESPECT TO ALL CLAIMS ARISING OUT OF OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED."

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF ORLAND PARK 14700 S RAVINA AVE ORLAND PARK, IL 60462 ATTN: DENISE DOMALEWSKI FAX: 708-403-9212	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
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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/19/2011

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PRODUCER	Joseph D Walters Agency, Inc. 2706 S. Park Road Bethel Park, PA 15102	CONTACT NAME:	
		PHONE (A/C, No, Ext): (412) 831-8222	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: COLONY INSURANCE COMPANY	39993
INSURED	H20 TOWERS, INC Robert Santure P.O. Box 398 Saline, MI 48176	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		GL129693	07/25/2010	07/25/2011	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$ 2000000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS 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)

THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY BUT ONLY IF IT IS AGREED IN WRITING IN A CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF ORLAND PARK ATTN: DENISE DOMALEWSKI, CONTR 14700 S. RAVINA AVENUE ORLAND PARK, IL 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
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