

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

**Legistar File ID#:** 2021-0349

**Innoprise Contract #:** C21-0084

**Year:** 2021

**Amount:** \$77,066.96

**Department:** Public Works

**Contract Type:** Goods and Installation

**Contractors Name:** Henderson Products, LLC

**Contract Description:** Purchase and Installation of Brine Making System



# ORLAND PARK

## AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND HENDERSON PRODUCTS, INC RELATIVE TO THE VILLAGE'S PURCHASE OF BRINEMAKER

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 21 day of May, 2021, by and between Village of Orland Park (hereinafter referred to as "Village") and Henderson Products Inc. (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

### WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Goods to be Purchased:** The Vendor agrees to and shall provide all of the Goods identified:  
 on Vendor's Quote or Proposal through Sourcewell Cooperative contract 052919-HPI, Quote Number 147844-11 dated 28 April, 2021 ("Quote"); or  
 on Village's Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ ("Purchase Order");  
which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.
2. **Not to Exceed Payment:** The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount of not to exceed \$ 77,066.96 ("Contract Amount").
3. **Compensation:**
  - A. The Village agrees to pay the Vendor for the Goods in the following manner:
    - Payment of Invoice after Delivery:** Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or
    - Progress Payments:**
      - A. 50% of the base Contract Amount upon execution of this Agreement; and
      - B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
    - Prepayment of Village Order:** The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or
  - B. **Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
4. **Contract Documents:** The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

- Scope of Order as set forth in the Vendor's Quote or Proposal Number 147844-11 dated 28 April, 2021 (Exhibit A)
- Village of Orland Park Purchase Order No. \_\_\_\_\_ (Exhibit A)

5. Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on:
  - The Vendor's Quote (Proposal), but not later than October 15, 2021
  - The Village of Orland Park Purchase Order No. \_\_\_\_\_.(hereinafter the "Delivery Date"), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.
6. Title and Risk of Loss: Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.
7. Control and Inspection of Goods: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village's designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the Goods in good condition to the Village.
8. Deficiencies: The Village may, if the Vendor does not correct deficiencies in the Goods with reasonable promptness after receiving a written notice from the Village, deduct the reasonable cost of the correction or cure from the amounts owed to the Vendor or require the Vendor to retrieve the Goods at its sole expense and deduct the full amount of the returned Goods from the Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.
9. Taxes: The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.
10. Termination: This Agreement may be terminated by the Village for cause or convenience upon written notice to Vendor and in the case of Goods manufactured or modified to the Village's specifications, only upon payment of the costs incurred, as approved by the Village, up to the date of termination.
11. Venue and Choice of Law: The Vendor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all

other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

12. **Nonassignability:** The Vendor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
13. **Notices and Communications:** Where notice is required by the Agreement 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:**

Name: Brian Fei  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6106  
Facsimile: 708-403-6364  
e-mail: [bfei@orlandpark.org](mailto:bfei@orlandpark.org)

**To the Contractor:**

Name: Glenn Beck  
Company: Henderson Products, Inc.  
Address: 1085 South Third Street  
City, State, Zip: PO Box 40, Manchester, IA 52057-0040  
Telephone: 563-927-2828  
Facsimile: 563-927-2521  
e-mail: [gbeck@hendersonproducts.com](mailto:gbeck@hendersonproducts.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.

14. **Warranty and Guarantee:** In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of one (1) year from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.
15. **Commercial General Liability Insurance:** Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of Insurance and required additional insured endorsements evidencing such coverage.
16. **Supersede:** The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
17. **Severability:** In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of

competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

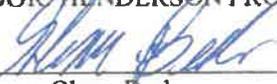
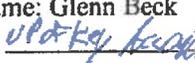
18. Facsimile or PDF Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.
19. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
21. Intellectual Property: Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.
22. Freedom of Information Act Compliance: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. 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. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village 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 under this agreement.
23. Compliance with Laws: Vendor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the goods to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Vendor shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers 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. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under

the Act. Vendors 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 the Contract.

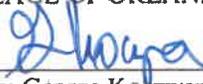
24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

VENDOR: HENDERSON PRODUCTS, INC

By:   
Name: Glenn Beck  
Its  and Authorized Agent

VILLAGE OF ORLAND PARK

By:   
Name: George Koczvara, Title: Village Manager

ATTEST: \_\_\_\_\_

EXHIBIT A  
[ATTACH]  
Vendor's Quote or Proposal Number 147844-11 dated 28 April, 2021 or  
Village's Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_





# HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET  
 PO BOX 40, MANCHESTER, IA 52057-0040  
 PHONE: 563-927-2828

## EXHIBIT A SALES QUOTATION

DATE	PAGE
4/28/2021	1

CUSTOMER: VILLAGE OF ORLAND PARK, IL  
 CONTACT:  
 ADDRESS: 14700 RAVINIA AVE  
 ORLAND PARK, IL 60462  
 ORLAND PARK, IL 60462  
 PHONE: 708-403-6106  
 FAX: 708-403-6364  
 EMAIL:

QUOTE ID: 147844-11  
 QUOTE DATE: 4/28/2021  
 VALID UNTIL: 6/27/2021  
 SOURCEWELL #: 58277  
 SALESPERSON: Glenn Beck  
 PHONE: 563-927-2828  
 CELL:  
 FAX: 563-927-2521  
 EMAIL: gbeck@hendersonproducts.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
1	QUOTE 147844-11: Henderson BrineXtreme Quote with Truck Fill CONFIGURATION 1-3: Brine Xtreme  DESCRIPTION: <b>Henderson Sourcewell Contract # 052919-HPI</b> BRINEX Advantage Advantage Manual Flip Cover/Extension Fixed Indoor Installation <b>BRINE MAKING SYSTEM</b>  Salt Brine Maker Style: <b>Advantage</b> Hopper Options: <b>Advantage Manual Flip Cover/Extension</b> Installation Type: <b>Fixed Indoor Installation</b> <b>SALINITY CONTROL</b> Salinity Control Type: <b>Pro controls, No truck fill</b> Salinity Control Mounting: <b>Remote mounted controls away</b> <b>from Brine Maker</b> Salinity Control Pump Flow rates: <b>100 GPM</b> System output direction: <b>Right hand output</b> Voltage: <b>208/220 Volt/ 1 phase</b> <b>SALINITY CONTROL OPTIONS</b> Beacon Light: <b>No low salt warning light</b> Storage Tank Level Monitor: <b>Yes, Storage Tank Level</b> <b>Monitor</b> Waterline Air Purge: <b>Yes, waterline air purge</b> Cellular Gateway: <b>Cellular Gateway (1 year free access</b> <b>included)</b>	\$19,044.00 \$1,352.00  \$22,226.00 \$1,144.00  \$292.00 \$587.00 \$2,028.00	\$19,044.00 \$1,352.00  \$22,226.00 \$1,144.00  \$292.00 \$587.00 \$2,028.00
1	CONFIGURATION 2-2: BrineX Truck Fill Station  DESCRIPTION: <b>BXFILL Pro controls 100 GPM 208/220 Volt/ 1</b> <b>phase</b> : <b>SYSTEM CONTROL</b> Control Type: <b>Pro controls</b> <b>SYSTEM FEATURES</b> Truck Fill Pump Flow Rates: <b>100 GPM</b>	\$21,561.00	\$21,561.00



# HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET  
 PO BOX 40, MANCHESTER, IA 52057-0040  
 PHONE: 563-927-2828

## SALES QUOTATION

DATE	PAGE
4/28/2021	2

CUSTOMER: VILLAGE OF ORLAND PARK, IL  
 CONTACT:  
 ADDRESS: 14700 RAVINIA AVE  
 ORLAND PARK, IL 60462  
 ORLAND PARK, IL 60462

PHONE: 708-403-6106  
 FAX: 708-403-6364  
 EMAIL:

QUOTE ID: 147844-11  
 QUOTE DATE: 4/28/2021  
 VALID UNTIL: 6/27/2021  
 SOURCEWELL #: 58277  
 SALESPERSON: Glenn Beck  
 PHONE: 563-927-2828  
 CELL:  
 FAX: 563-927-2521  
 EMAIL: gbeck@hendersonproducts.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT LIST PRICE
	Voltage: 208/220 Volt/ 1 phase <b>CONTROL OPTIONS</b> Storage Tank Level Monitor: No Storage Tank Level Monitor Cellular Gateway: No cellular gateway Powered Truck Offload: No powered truck offload <b>TRUCK FILLING</b> Number of truck fills: Fill 1 truck at a time Number of products (including brine) to blend: 3 products (brine + 2)	\$2,624.00	\$2,624.00
	BrineXtreme Pro Advantage with Truck - Fill Station / Advantage Installation	\$7,720.00	\$7,720.00
	Post Season System Servicing - Brinemaker and Truck-fill	\$1,450.00	\$1,450.00
	End Customer: Orland Park, IL Due to current raw material market conditions Henderson Products is forced to put a 7% surcharge in place on Henderson equipment. Quotes exceeding the expressed quote validity date are subject to surcharge revisions.		

Quote Total: \$80,028.00  
 10% Discount: (\$8,002.80)  
 Customer Cost: \$72,025.20  
 Surcharge (w/discount): \$5,041.76  
 Total Customer Cost: \$77,066.96



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
  - (a) How, when and where the "occurrence" or offense took place;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER: UB-2N123857-20-51-H

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### **SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.