

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

**Legistar File ID#:** 2017-0398

**Innoprise Contract #:** C17-0104

**Year:** 2017-19

**Amount:**

**Department:** Doug Medland - Public Works

**Contract Type:** Services

**Contractors Name:** M.E. Simpson Co., Inc.

**Contract Description:** Small Meter Testing 2017-2019



**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



**TRUSTEES**

Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

September 12, 2017

Mr. John H. Van Arsdel  
M.E. Simpson Co., Inc.  
3406 Enterprise Avenue  
Valparaiso, Indiana 46383

*NOTICE TO PROCEED – Small Meter Testing 2017-2019*

Dear Mr. Van Arsdel:

This notification is to inform you that the Village of Orland Park has received all necessary contracts and insurance documents in order for work to commence on the above stated project as of August 24, 2017.

Please contact Doug Medland at 708-403-6198 regarding the work.

Purchase Order #17-002582 was created for this service and emailed to your company on September 12, 2017. 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 or emailed directly to [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org). Also, your final invoice for this 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 August 17, 2017 in an amount not to exceed proposed unit prices. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

Encl:

cc: Doug Medland

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
orlandpark.org



**TRUSTEES**  
Kathleen M. Fenton  
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Michael F. Carroll

August 17, 2017

Mr. John H. Van Arsdel  
M.E. Simpson Co., Inc.  
34006 Enterprise Ave.  
Valparaiso, Indiana 46383

NOTICE OF AWARD – Small Meter Testing 2017-19

Dear Mr. Van Arsdel:

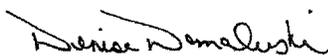
This notification is to inform you that on June 19, 2017, the Village of Orland Park Board of Trustees approved awarding M.E. Simpson Co., Inc. the contract in accordance with the proposal you submitted dated May 5, 2017, for Small Meter Testing for an amount not to exceed proposed unit prices.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by August 31, 2017.

- I am attaching the Contract for Small Meter Testing 2017-19. 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.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements 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 bid 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@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

cc: Doug Medland

(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:

UNIT PRICING:

2017	\$ 35.00/meter
2018	\$ 35.00/meter
2019	\$ 36.00/meter

With a total amount not to exceed annual Board approved funding per fiscal year 2017 (\$20,000.00), 2018 and 2019.

**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 WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion on or before December 31, 2019. This Contract shall terminate upon completion of the WORK or December 31, 2019], whichever occurs first, 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 defend, 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:**

Denise Domalewski  
Purchasing & Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orlandpark.org

**To the CONTRACTOR:**

John H. Van Arsdel  
Vice President  
M.E. Simpson Co., Inc.  
3406 Enterprise Avenue  
Valparaiso, Indiana 46383  
Telephone: 800-255-1521  
Facsimile: 888-531-2444  
e-mail: john@mesimpson.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

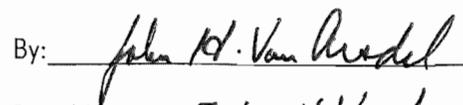
By: 

Print Name: Joseph S. LaBergo

Its: Interim Village Manager

Date: 8/24/17

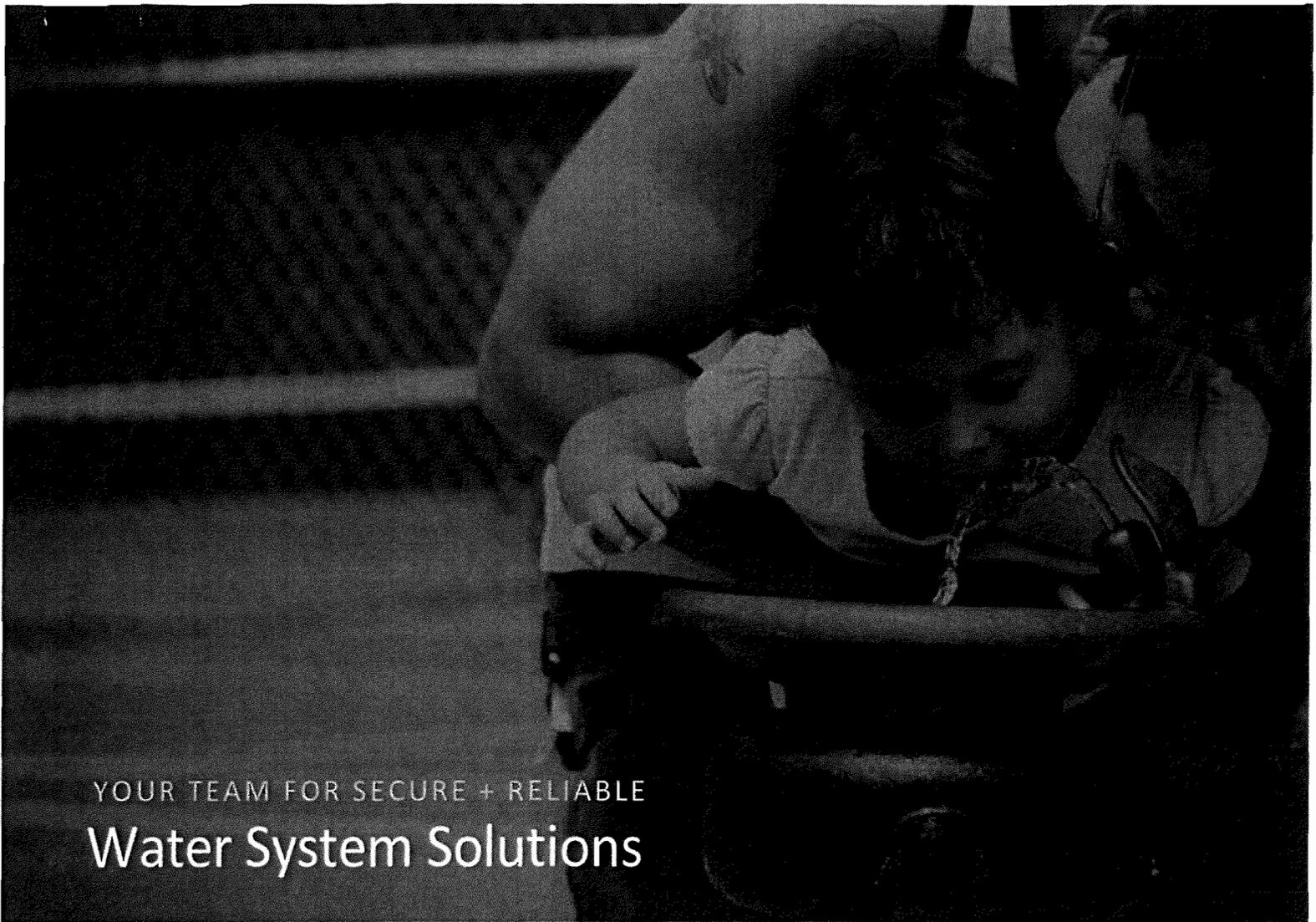
FOR: THE CONTRACTOR

By: 

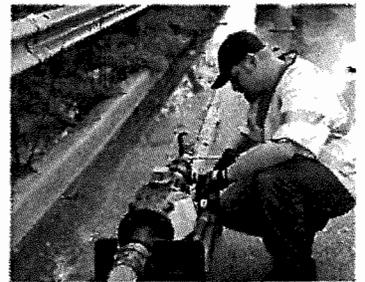
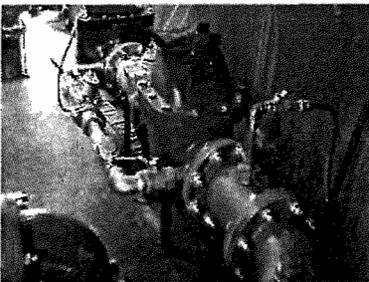
Print Name: John H. Van Arsdale

Its: Vice President

Date: 8.22.17



YOUR TEAM FOR SECURE + RELIABLE  
**Water System Solutions**



**O R I G I N A L**

BID TO PROVIDE

**Village of Orland Park, Illinois**  
Small Water Meter Testing  
Request for Proposals # 17-018

May 5, 2017

**M.E. SIMPSON**  
Co., Inc.



May 5, 2017

Mr. John C. Mehalek  
Village Clerk  
Village of Orland Park  
14700 South Ravinia Ave.  
Orland Park, Illinois 60462

Re: Request for Proposals, #17-018, Small Water Meter Testing

Dear Mr. Mehalek,

M.E. Simpson Co., Inc. is pleased to present the Village of Orland Park, Illinois our proposal for Small Water Meter Testing Program for 2017. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that "the water is always safe to drink".

Thank you for your consideration and this opportunity to acquaint you with our Meter Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

A handwritten signature in black ink that reads "John H. Van Arsdel".

John H. Van Arsdel  
Vice President

John H. Van Arsdel  
Vice President

3406 Enterprise Avenue  
Valparaiso, IN 46383

800.255.1521 P  
888.531.2444 F

john@mesimpson.com

## II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

RFP # 17-018

Small Meter Testing

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

Organization Name: M.E. Simpson Co., Inc.

Street Address: 34006 Enterprise Ave.

City, State, Zip: Valparaiso, IN 46383

Contact Name: John H. Van Arsdel

Phone: 800.255.1521 Fax: 888.531.2444

E-Mail address: john@mesimpson.com

PROPOSED FEE

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Test Only per Meter (3/4" – 1")	\$ <u>35.00</u>	\$ <u>35.00</u>	\$ <u>36.00</u>
Credit for Scrapped Meter (Optional)	\$ <u>return to utility</u>	\$ <u>return to utility</u>	\$ <u>return to utility</u>

Signature of Authorized Signee: 

Title: Vice President

Date: 5.5.17

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

## AFFIDAVIT OF COMPLIANCE

The undersigned John H. Van Arsdel, as Vice President  
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of M.E. Simpson Co., Inc., certifies that:  
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [] No [ ]

Federal Employer I.D. #: 35-1477420  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor  
 Independent Contractor (Individual)  
 Partnership  
 LLC  
 Corporation INDIANA 1979  
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No [ ]

The Proposer is eligible to enter into public contracts, and 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.

3) SEXUAL HARRASSMENT POLICY: Yes [] No [ ]

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [~~X~~] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

5) TAX CERTIFICATION:      Yes  No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

*John H. Van Arsdel*  
Signature of Authorized Officer

John H. Van Arsdel  
Name of Authorized Officer

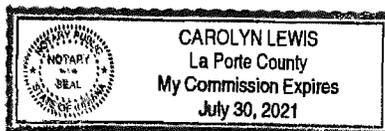
Vice President  
Title

5.5.17  
Date

Subscribed and Sworn To  
Before Me This 2nd Day  
of May, 20 17.

*Carolyn Lewis*  
Notary Public Signature

( NOTARY SEAL)



## REFERENCES

ORGANIZATION Village of Downers Grove  
ADDRESS 5101 Walnut Ave.  
CITY, STATE, ZIP Downers Grove, IL 60515-4074  
PHONE NUMBER 630.434.5460  
CONTACT PERSON Stan Balicki, Assistant Dir. of Public Works  
DATE OF PROJECT 2005-2008, 2010-2013, 2014-2017 3 - 3 year meter projects

ORGANIZATION Village of Westmont,  
ADDRESS 39 E. Burlington  
CITY, STATE, ZIP Westmont, IL 60559-1790  
PHONE NUMBER 630.829.4453  
CONTACT PERSON Mike Ramsey, Water Division Supervisor  
DATE OF PROJECT 1986-2017, many meter projects

ORGANIZATION Macon Water Authority  
ADDRESS 790 Second St.  
CITY, STATE, ZIP Macon, Georgia 31202-0108  
PHONE NUMBER 478.464.5619  
CONTACT PERSON Kirk Nylund, Customer Service Manager  
DATE OF PROJECT

Proposer's Name & Title: John H. Van Arsdel, Vice President

Signature and Date:  5.5.17

## INSURANCE REQUIREMENTS

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

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – 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. The certificate of insurance shall also state this information on its face. 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 proposer 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 proposer.

ACCEPTED & AGREED THIS 5 DAY OF May, 2017

  
\_\_\_\_\_  
Signature

John H. Van Arsdel  
Printed Name & Title

Authorized to execute agreements for:

M.E. Simpson Co., Inc.

\_\_\_\_\_  
Name of Company

# COMPANY BACKGROUND & GENERAL HISTORY

M.E. Simpson Co., Inc. was founded in 1979 by Marvin E. Simpson. Our firm has become the industry leader in developing and providing programs and services aiding our clients in maximizing their peak performance for their water distribution systems. We offer our clients the highest quality Professional Services by using state-of-the art technologies with highly skilled and trained professionals. Our staff has developed “high-tech” programs that will insure that your Utility will be proactive in maintaining and advancing your water distribution systems.

“Crumbling infrastructure, inaccurate records, conservation, sustainability, water quality, water loss, adverse economic conditions, revenue shortfalls, being “green”, having enough water” are all current statements and buzz words in today’s water environment. Currently in the water industry, these words are realities, thus, making them our responsibilities.

Since our humble beginning over 30 years ago, we have provided services that have improved water accountability and increased revenues for water utilities. Our programs have maximized distribution system performance and optimized distribution system data, records, and mapping. To date we have provided Water Loss Control programs that have included over 60,000 Large Water Meters evaluated/serviced and over 100,000 miles of water main surveyed for leakage. Our Asset Management services have documented over 500,000 valves that have been located and exercised. Our Fire Hydrant Flow testing program has documented over 75,000 fire hydrants flowed and water main capacity information developed.

## **Meter Testing and Maintenance History**

M.E. Simpson Co., Inc. developed its Meter Testing/Meter Replacement program in 1979. The program has evolved based on new meter technologies developed over the last 37 years. In addition to the program, M.E. Simpson Co., Inc. is involved with the AWWA Meter Standards Committee (M6), the AWWA Water Loss Control Committee (M36), the Customer Metering Practices Committee (M22), and the Flowmeters in Water Supply Committee (M33). Since we do not manufacture meters, our interests are concerned with all meter types and brands and the ability of those meters to maintain accuracies over time. That amounts to 37 years of field experience in providing large scale meter testing, repair, and calibration services for many water utilities on a regular and scheduled basis. The field techniques for all our work have been developed and fine-tuned so that programs can be custom tailored to individual client needs. We have improved our programs to the point that they are now Asset Management style programs. We have also developed our Polcon Pro-Valve®, Pro-hydrant®, Pro-Smoke® and other databases into internet based programs to be accessible by clients online.

*For more information on our company, services and past clients: [www.mesimpson.com](http://www.mesimpson.com)*

# M.E. Simpson Co., Inc.

For our clients, we deliver a team of water system experts who not only help bring their existing water systems to peak performance, but also help them build operation and maintenance programs uniquely tailored to their communities' needs. Water solutions that withstand the tests of both growth and time.

## Water system specialists ... by the numbers

### Water Loss Control Programs

**+60,000** Large water meters serviced  
**100,000** Miles of pipe leak detection serviced

### Asset Management Services

**+500,000** Valves located + exercised

### Fire Hydrant Flow Testing Program *(water main capacity)*

**75,000** Fire hydrants flowed, maintained  
+ water main capacity information developed

These numbers don't show the whole story. Behind them are M.E. Simpson Co., Inc.'s ongoing efforts to educate and grow its clients to become proud partners. Partners who can proactively deal with their municipality's unique water distribution systems, and confidently deliver safe water each and every day.



## Leading, Innovating, Educating Our Commitment to the Industry

M.E. Simpson Co., Inc.'s team works with clients, community members and peers to educate them through public presentations, training seminars, and providing continuing education credits for water operators through various water groups. Our ongoing programs are the "go-to" seminars at local, state and national AWWA seminars and conferences:

Large Water Meter Evaluation

Testing + Repair

Water Distribution System Leak Surveys

Water Distribution System Valve Location

Exercising + Computerized Documentation

Fire Hydrant Maintenance

Water Main Capacity Training

Unidirectional Flushing

Best Management Practices  
*(for distribution system maintenance)*

M.E. Simpson Co., Inc. was formed on the simple fact that water distribution systems cannot fail because they are critical to every community. When things are right, no one knows these systems exist. But when they are wrong, lives and livelihoods are disrupted. Our goal? To make sure yours is right. Always.

Providing solutions to maximize your water distribution + collection systems

Stop water losses  
Avert future problems  
Maximize utility revenue  
Lower distribution system losses  
Secure your utility for years

## TOOLS & EQUIPMENT

The following equipment will be used for small meter testing work during the project.

Fully equipped Meter Test bench.

1. All tools needed to perform testing "in the shop" (hand tools, pipe wrenches, etc.)
2. Meter Test bench with all the proper fittings and appropriate sized calibrated test tanks (10 gallon, 100 gallon).



M.E. Simpson Co., Inc.'s meter test benches.

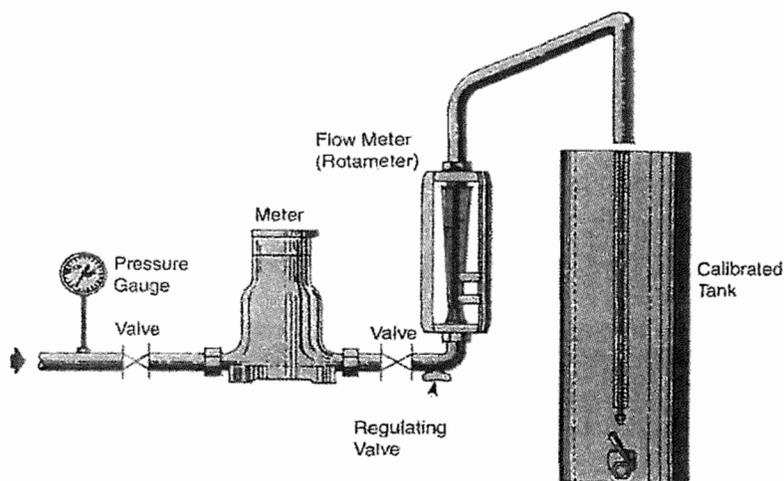
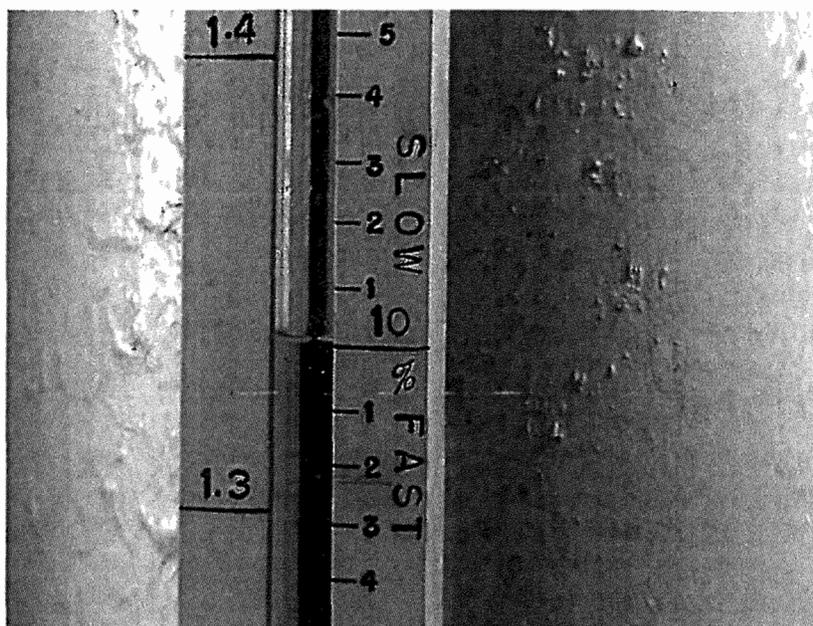


Figure 5-2 Basic requirements for a volumetric meter-testing assembly



Volumetric scale for Accuracy

## MANPOWER & EQUIPMENT AVAILABLE TO PERFORM WORK

Our team brings the necessary experience for a project of this magnitude, as well as the personal attributes needed to serve the Village of Orland Park with distinction.

The M.E. Simpson Co., Inc. team members selected to serve Orland Park bring significant experience and a proven track record of delivering timely, cost-effective and sound water distribution solutions. They share a passionate commitment to client service and attention to detail required for a successful project.

The **Project Manager** shall be on site at project startup, make periodic inspections of the work, meet with the Utility periodically to monitor the progress of the program, and will be in communication with the Director of Utilities and the Project Leader throughout the project. He shall be responsible for the overall success of the Small Meter Testing Program.

The **Field Services Manager** will lead the Project Team in the field and will be responsible for the day to day operations of the project. Daily contact with the Director of Utilities or appointed Utility personnel shall be maintained and progress of the day to day operations discussed. The Project Leader will be responsible to report any problem areas that need the immediate attention of the Utility during the course of the project. This shall be done to assure direct quality control in the field for the Small Meter Testing Program.

### Qualifications of Staff for Small Meter Testing Services

The individuals listed below outlines the **Project Team** to be used during the Large Meter Testing, and Evaluation for the **Utility**. One of the two Project Managers listed will lead the **Project Team** in the field. **Two-Man Project Teams will be used at all times during the course of the Project for reasons of Safety and Quality Assurance.**

### Project Manager/Supervisor Meter Testing Project Experience

#### Randy Lusk, Regional Manager

Randy was the Project Manager for the following selected Meter projects:

- ◆ (2011-2013) Village of Downers Grove – Downers Grove, IL
- ◆ (2012-2013) City of Chicago – Chicago, IL
- ◆ (2010-2013) Village of Tinley Park – Tinley Park, IL
- ◆ (2008-2013) Village of Skokie – Skokie, IL
- ◆ (2011-2013) Village of Glenview for Baxter & Woodman – Glenview, IL
- ◆ (2012) Village of Bensenville – Bensenville, IL
- ◆ (2012) Village of Brookfield – Brookfield, IL
- ◆ (2012) Village of Glenwood – Glenwood, IL
- ◆ (2012) Village of Hazel Crest – Hazel Crest, IL

- ♣ (2012) Village of Hinsdale – Hinsdale, IL
- ♣ (2012) Village of Westmont – Westmont, IL
- ♣ (2012-2017) City of Joliet – Joliet, IL
- ♣ (2013-2017) Macon Water Authority – Macon, Georgia

## Project Leader Recent Large Meter Testing Project Experience

### **Chris Peterson, Project Leader**

Chris was the Project Leader for the following selected Meter projects:

- ♣ (2013) City of Chicago – Chicago, IL
- ♣ (2013) City of East Chicago – East Chicago, IN
- ♣ (2013) Village of Glenview – Glenview, IL
- ♣ (2012) Village of Bensenville – Bensenville, IL
- ♣ (2012) Village of Brookfield – Brookfield, IL
- ♣ (2012-2013) Village of Glenwood – Glenwood, IL
- ♣ (2012) Village of Hazel Crest – Hazel Crest, IL
- ♣ (2012) Village of Hinsdale – Hinsdale, IL
- ♣ (2012) Village of Westmont – Westmont, IL
- ♣ (2012) City of Joliet – Joliet, IL
- ♣ (2012) City of Lima – Lima, OH
- ♣ (2011) City of South Holland – South Holland, IL
- ♣ (2010, 2012) City of Palos Heights – Palos Heights, IL
- ♣ (2010 - 2012) Village of Tinley Park – Tinley Park, IL
- ♣ (2012-2017) City of Joliet – Joliet, IL

## Technical Support/Quality Assurance

### **Aaron Horbovetz, P.E., PMP**

### **Alex Hood, MBA, Operations & Production Manager**

### **Randy Lusk, Regional Manager**

Randy Lusk has been with ME Simpson Co., Inc. since November of 2000. He previously worked in the retail business as a Regional Manager for 10 years then was given the opportunity to work in the water industry after learning the value of water and wanting to make a difference. He has attended many classes and lectures on the operations and maintenance of water systems, small and large. Before becoming a Regional Manager, he worked in the field for 5 years where he had hands on experience with water systems and this is where he learned such skills and knowledge as valve location and exercising, hydrant flow testing and maintenance and how to find and successfully locate water leaks for communities. Randy is also an Illinois Class D Water Operator which is his proudest accomplishment to date in the water industry.

Randy is also a certified teacher where he travels throughout the state of Illinois and offer CEU's through organizations that include ISAWWA, APWA, IRWA and local operator groups. Randy teaches classes on Water Loss, Water Audits, Main Capacity Testing, Hydrant Maintenance, Leak Detection, Meter testing and calibration and Unidirectional Flow Testing.

Randy has over 16 years of experience directing projects for water utilities concerning water loss prevention, leak detection programs, meter evaluation and maintenance, flow testing using the Polcon® Flow Testing method (large flow meter assessments, , mainline valve assessments (location, exercising and mapping programs), and fire hydrant and main capacity flow testing programs. He has presented classes for continuing education credits for water operators several local and state Water Works Organizations on Water Audits, Leak Detection, Meter Testing and Flow Testing. He has conducted classes on Vulnerability Assessments and Emergency Response Planning for water utilities as well as conducting several VA and ERP projects.

Randy has maintained an active role in several water works organizations including holding offices on various Boards of Directors. As a regional Manager of M.E. Simpson Co., Inc., Randy serves as the main point of contact for client development, business sales and customer relations for the south suburban area and Illinois.

**Professional Certifications:**

- ◆ 30 & 10 Hour OSHA Certified for General Industry
- ◆ American Red Cross First Aid and CPR with AED Certified
- ◆ American Traffic Safety Services Association Flagging Certified

**Professional Associations:**

- ◆ American Water Works Association (AWWA)  
Membership Committee, Chair 2012-2016  
Water For People Committee, Young Professionals
- ◆ Illinois Rural Water Association
- ◆ South Suburban and Mid Central Water Works Association  
SSWWA Past President, Past Vice President, Past Secretary

**Awards:**

- ◆ National AWWA Zenno Gorder Membership Award for recruitment

**Chris Peterson, Project Leader**

**Experience:**

Chris Peterson has been with the Company since August 2006. Chris has attended numerous classes and lectures on the operation and maintenance of water meters. He has experience in the maintenance and installation of water meters, valve location, exercising and mapping, and the use of state of the art leak detection equipment. Chris experienced in the operation and maintenance of water meters, fire hydrant and main capacity flow testing, and the operation of our Polcon® Flow Testing equipment.

### Professional Certifications:

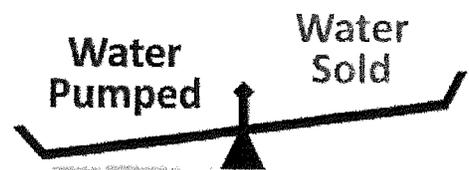
- ◆ 10 Hour OSHA Certified for General Industry
- ◆ American Red Cross First Aid and CPR with AED Certified
- ◆ American Traffic Safety Services Association Flagging Certified
- ◆ Extensive traffic control training
- ◆ Extensive confined space training

## PROJECT UNDERSTANDING & APPROACH

M.E. Simpson Co., Inc.'s philosophy behind small commercial/residential water meter testing services as incorporated in this work plan is to provide the Village the following benefits:

- ◆ Conserve freshwater resources
- ◆ Substantially reduce the loss of revenue through improper/incorrect metering
- ◆ Make an immediate recovery of lost revenue by identifying any meters not functioning correctly
- ◆ Help in monitoring potential system operation and maintenance problems by inspecting water meter settings and potential backflow issues
- ◆ Promote proper accounting and financial reporting (GASB 34)
- ◆ Reduce the risk of water shortage and customer hardship (drought management)
- ◆ Ensure a sound and reliable water service for customers of Water Utility

A number of items uniquely qualify M.E. Simpson Co., Inc. in performing this water meter testing program. The Project Team's extensive practical experience in meter testing and repair methodology, membership on the National AWWA Meter Standards Committee, coupled with other extensive Water Loss Assessment Program experience such as Water Audits, Leak Detection, and Master Meter Assessments, will allow for a thorough examination of each meter and meter setting to help reduce the total water loss and revenue loss occurring in large meters. From start up to completion, our firm is committed to furnishing a quality service in a timely manner.



## **Project Management Approach**

M.E. Simpson Co., Inc.'s project management approach is what leads to our proven track record to complete projects on time and within the budget established. Based on our past experience, we have developed a meter testing project approach that will insure the Utility of effective communication throughout this project.

Our project management system establishes—the single project manager—who has the responsibility and authority to act on behalf of M.E. Simpson Co., Inc. This project manager will stay with the project from beginning to the successful completion.

Project management remains an important activity during the course of the project and does not stop with the project manager. Each project team employed into the field is dedicated to providing the best meter testing that can be attained using our proven methodology of meter testing, tools, field experience and knowledge. Each field team will be made up of two experienced meter testing technicians with a broad level of meter testing experience and repair on several brands and types of meters. The technicians have also been cross trained in other disciplines of water loss control such as master meter testing (large wholesale and production meters), leak detection, and water distribution system field maintenance such as distribution flow testing, valve exercising and locational assessments, and Unidirectional water main flushing. It is this combination of experience and knowledge that has helped shape our approach to water loss assessments in distribution systems because the technicians have the capacity to make on the spot decisions regarding any fine tuning of the meter testing program while in the field. They will maintain constant communication with the Utility and the project manager regarding their daily progress as well as any major issues needing immediate attention and discussion.

M.E. Simpson Co., Inc. believes that the selection of our team to perform this meter testing will provide the Utility with exceptional experience, sound decision making, and a level of service providing the following advantages:

- 💧 A professional meter testing team with a specialized expertise in water loss management
- 💧 An experienced team with the capacity to provide the highest quality work for the Utility
- 💧 A project approach that incorporates interim reporting and continuous input opportunities
- 💧 Innovative proven analysis techniques developed from the completion of several hundred similar projects that sought the same scope and results as this project

## **Project Quality Assurance/Quality Control**

Quality is of the utmost importance to M.E. Simpson Co., Inc.—not merely because of the Utility's and other client's requirements, but because it is vital to our continued success and viability. Quality management and services bring to all of us the rewards of jobs well done, satisfied Utility staff, and a successful project.

M.E. Simpson Co., Inc.'s QA/QC program is built around several key elements of our mission and values which consist of:

- 💧 Maintaining a reputation for quality performance

- 💧 Client satisfaction
- 💧 Continuous process improvement
- 💧 Open communication with the field staff and the Utility
- 💧 Teamwork

The QA/QC plan for this project is very simple. No work will leave M.E. Simpson Co., Inc. until it has been verified that all the requirements and objectives of the project as well as the requirements of the project QA/QC managers have been met. During the course of the project, the project manager and/or the QA/QC manager will meet with the Utility to ensure that the work product is technically correct, but also meets the needs and expectations of the Utility.

M.E. Simpson Co., Inc.'s professional services are grounded in sound principles that meet the tests of time from past successes of over 37 years and hundreds of water loss projects, and will satisfy the quality requirements of the Scope of Service. Each member of the project team will have a thorough understanding of the project objectives. They will apply sound methodology and principles, and are expected to produce quality, accurate and complete documents. The QA/QC procedure has been developed and implemented based on tried and proven methodologies. The prevention of poor quality service is based on four sound principles:

- 💧 Quality management of the project by using experienced personnel committed to excellence.
- 💧 Conformance to requirements by being knowledgeable of all local conditions in the field and keeping abreast of new cutting edge meter testing and repair methods.
- 💧 Prevention of rework and errors by using teamwork in the field, cross checking the procedure every step of the way, and having data entry staff knowledgeable in all aspects of meter testing and repair projects.
- 💧 Quality is built in - not added on. The project management and field staff have shown that a quality service is produced when the project tasks are properly sequenced and carried out to the final termination of the program using the built in system of checks and balances.

## Project Approach

M.E. Simpson Co. Inc.'s meter testing programs go **beyond** the stated AWWA meter testing specifications. This is due to a thorough understanding of the limitations of meter testing conducted in the field versus testing meters under a "controlled environment" in a laboratory or established meter testing shop using volumetric tanks. We recognize that field conditions are much different than a meter shop and that these conditions must be taken into consideration when testing meters in the field. Also, the AWWA M6 manual for **shop testing**, will be followed as close as possible the suggested flow rates as stated in the tables on pages 54-55 of the M6 manual.

M.E. Simpson Co. Inc. finds it imperative to adhere to a strict method of shop testing while taking into consideration the AWWA meter performance standards (C701, C702, C703, and C704). This methodology is designed to allow for a systematic diagnosis of the meter's performance based on the test flow rates from the AWWA's M6 manual's three tests (minimum, intermediate, and maximum).

# SCOPE OF WORK

The Field Scope of Service is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to test small meters sized  $\frac{3}{4}$ " and 1" selected by the Utility. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified.

- ◆ Work in an orderly and safe manner to insure protection of employees so that no avoidable accidents occur.
- ◆ Assess and test all meters listed in the test group.
- ◆ A meter log shall be maintained indicating all meters to be assessed in the current test group. This log will be reviewed when the Project Team is verifying the meter data supplied by the Utility and corrections will be made to provide updated records to the Utility. This log will be used as part of the periodic meter reports turned into the Utility. The meter test records will be kept electronically in a database to be turned over to the utility.
- ◆ Schedule the meter pick up and meter testing with the Utility during normal working hours. Meters shall be picked up in lots of 50 meters to afford an economy of scale for testing, reporting and transporting.
- ◆ Meters will be tested across 3 ranges of flows in order to determine patterns of mechanical wear at various flow rates. These flow rates used will be AWWA recommended flow rates (per M6 manual of the AWWA) for  $\frac{3}{4}$ " and 1" displacement meters.
- ◆ The Project Team will report daily to the assigned Water Department Manager and go over the progress of the previous day, as well as cover what meters will be tested the current day.

The meters selected for testing will have to be removed from the settings by the Village Staff. The staff will need to make sure the insides of the meters remain wet (but not full) by installing end caps on the meter inlet and outlet ports of the meter. Once this has been done, the meters will need to be transported. Tags with the address and account number of where the meter was removed should be attached to each meter along with the serial number so the meter can be tracked. This will allow meter test results to be compared to overall consumption records for each metered account where each individual meter originated. Each meter sent must have the register head attached.

Once the meters have arrived at the meter shop, the meters will be inspected for damage and cataloged by serial numbers, addresses, and account numbers. Meters will be brushed off to remove any loose debris, consumption readings recorded, and a general notation of condition noted.

Meters will be installed on the meter test bench and tested in series. One size will be tested at a time. Once all the test positions have been filled with meters, water will be flowed slowly to fill the lines of the bench. Each meter will be "zeroed" by using the bleed off valves at each meter setter on the bench. Once all meters have been "zeroed" testing will begin. Testing methods and flow rates will follow the methods described in the M6 Manual. Typically the test proceeds as follows:

The low flow test is conducted first. For 3/4" meters, this means the low flow rate is 1/2 gallon per minute. The first test will be 1/2 gallon per minute and ten gallons or one cubic foot of water will be run into the test tank (depending on the units of registration of the meter). All the meters will then be read and accuracies noted on the test forms. Three flow rates will be used for each set of meters; low flow, medium flow, and high flow. 3/4" meters will be tested at 1/2 gpm (low flow), 3 gpm (intermediate flow), and 25 gpm (high flow). 1" meters will be tested at 3/4 gpm (low flow), 4 gpm (intermediate flow), 40 gpm (high flow).

These flow rates have been taken from the AWWA M6 Manual. pp 54.

## Quality Control for Meter Testing

The level of quality control for meter testing is a matter of taking in all the above considerations and applying those considerations to each individual meter as it is being evaluated. As stated earlier, AWWA meter testing specifications have been stated for testing under "controlled" conditions in a meter testing shop. It is the level of experience of the meter testing technician to be able to differentiate and make the call as to when conditions are such where accurate meter tests can be conducted to allow for a reliable test.

## Water Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe procedures while the Meter Testing Program is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Company, Inc. for testing meters. This may be useful for the staff of the Utility in understanding the parameters of large meter testing to reduce revenue losses for small commercial/residential accounts. Additionally, it will allow another level of quality control so the Utility can directly observe what it has invested in.

## Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- ◆ **The Project Manager will meet** with the Utility as needed for a progress report if so requested.
- ◆ **Maintain a progression list** of the project indicating meters tested and to be tested, contact names, phone numbers, etc.
- ◆ Document all meter testing, date of testing, and all data required by the Village to analyze the meter inaccuracies. These shall be reported to the appointed Village Project Manager.
- ◆ Prepare the final report at the completion of the project, which will include all meter reports, total number of meters tested, passed and failed meters. This report shall be made available for submission to the Village within thirty (30) days of the completion of the work. The test data will be made available in a database for delivery to the utility. The data will include:
  - Meter brand, size, type and identification number

- Test date
- Meter register readings prior to and upon completion of field testing
- Test results each flow test
- Note quantities on both test unit and subject meter for each flow
- Note known internal or external conditions of subject meter(s) causing inaccurate test results shall be noted on the test document
- Weighted overall accuracy for each meter

## **Assumptions & Services Provided by Water Utility**

- 💧 The Utility will remove meters from residences and businesses for testing.
- 💧 The Utility will provide customer records such as consumption history or any additional information that would make the testing of a meter at a location easier to perform. This information shall be regarded as CONFIDENTIAL by M.E. Simpson Co., Inc., and will not be shared with anyone outside of the Utility without consent of the Utility.
- 💧 The Utility will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful in attempting to locate particularly hard-to-find meters and for general information about the water system. *This person will not need to assist the Project Team on a full time basis, but only on an “as needed” basis.*

# SCHEDULE OF WORK

**Proposal due:** May 5, 2017.

**Notice To Proceed:** TBD

**Provide Insurance Certificate naming the Utility as additionally insured:** Within 10 calendar days after “Notice to Proceed”.

**Kick Off Meeting and Commencement of work:** Within 14 days of “Notice to Proceed” or TBD as agreed upon between the Utility and M.E. Simpson Co., Inc. Meet with Utility staff to go over project goals and objectives. Field work will begin the same day or agreed upon by the Utility and M.E. Simpson Co., Inc.

## **Meter Pick up and testing schedule**

The Village will remove approximately 25 meters per week. MESCO Staff will arrange for the pickup of meters at minimum, once every twelve (12) working days. Following pickup, each meter will be tested within twelve (12) working days. An initial report for each individual meter will be included at the time of invoicing. A final report summarizing the annual testing shall be made available for submission to the appointed Village Project Manager within thirty (30) days of the completion of the project.

**Periodic Reporting:** The Project Manager will meet with assigned Utility staff as needed and determined by the assigned Utility Manager. Copies of meter testing and repair sheets where meters need moderate to severe repair and subject to further review will be turned in to assigned Utility Manager as agreed upon.

**Final Reports:** The final summary report will be available 30 days after field work has been completed for the program. This report will have all the meter test sheets printed and meter test data compiled during the course of the project. Recommendations for improvements to the program will also be part of the reports including potential Right Sizing issues.

## FIRM EXPERIENCE

For M.E. Simpson Co., Inc., a family-run business, our customers are also our family.

Although it's easy for us to say what an exceptional firm M.E. Simpson Co., Inc. is to work with, we think our clients communicate it best. Since 1979, we've provided innovative water solutions for numerous cities across the U.S., including those in Indiana, Michigan, Wisconsin, Ohio, Arizona, Georgia and California, as well as other regions. We welcome you to contact our clients to better understand our commitment to providing the highest quality technical and professional services.

### Meter Testing Projects (M.E. Simpson Co., Inc.)

#### **Department of Water Management (DWM), Chicago, Illinois (2012-2017)**

M.E. Simpson Co., Inc. is currently performing large meter evaluations and testing for 2000 commercial/industrial accounts and 200 wholesale metering locations for the City of Chicago's Department of Water Management (DWM). M.E. Simpson Co. Inc. is providing the field services expertise, field supervision, testing equipment, vehicles and the field personnel for this comprehensive meter evaluation and accuracy testing project. This project was developed to assist the DWM in controlling the apparent water losses in the large commercial, industrial meters and wholesale metered accounts. Over 2000 – 3" and larger meters are being inventoried, classified, and tested for accuracy. All meter locations are having digital photos taken of each meter setting along with drawings depicting piping configurations that might have an effect on meter accuracy. A large meter database is being custom created to be used with the DWM's GIS system. The field work was started in January 2013. After the field work is completed, a complete evaluation of all the meters inspected and tested will be performed and subjected to statistical analysis for creating a complete on-going meter evaluation and maintenance program for use by DWM field staff. The large meter population will be set up so regular meter testing intervals can be based on meter revenue as well as meter size and type. This program is part of the larger effort to properly meter all water consumed in the City.

Ms. Andrea Putz, PhD

Director of Water Research and Development

Department of Water Management

Jardine Water Treatment Plant

1000 East Ohio St.

Chicago, IL 60611

312.742.1070

*Dates of Service: November 2012 through October 2017*

**Village of Downers Grove, Illinois**

M.E. Simpson Co., Inc. performed a Large Meter Testing Program for the Village of Downers Grove, Illinois. A number of large meters are tested and evaluated for sizing, application and accuracy. All field data is gathered and entered into a meter database and a report written documenting the accuracy of each meter prior to repair. The meters are categorized by type and size. An individual report of each meter test was made with the test results and repair comments. This was done so that the Utility staff could easily use the information to observe the recovery of lost revenue from the meter. This project is part of an ongoing effort to reduce revenue loss in the water system.

Mr. Stan Balicki

Assistant Director of Public Works

Village of Downers Grove

5101 Walnut Avenue

Downers Grove, IL 60515-4074

630.434.5460

*Dates of service: 2005-2008, 2010-2013, 2014-2017*

**Village of Westmont, Illinois**

M.E. Simpson Co., Inc. performs a Large Meter Testing Program each year for the Village of Westmont, Illinois. A number of large meters are tested and evaluated for sizing, application and accuracy. All field data is gathered and entered into a meter database and a report written documenting the accuracy of each meter prior to repair. The meters are categorized by type and size. An individual report of each meter test was made with the test results and repair comments. This was done so that the Utility staff could easily use the information to observe the recovery of lost revenue from the meter. This project is part of an ongoing effort to reduce revenue loss in the water system.

Mr. Mike Ramsey

Water Division Supervisor

39 E. Burlington

Village of Westmont, IL 60559-1790

630.829.4453

*Dates of Service: 1986-2017*

**City of South Bend, Indiana**

M.E. Simpson Co., Inc. performs a Large Meter Testing Program each year for the City of South Bend, Indiana. A number of large meters are tested and evaluated for sizing, application and accuracy. All field data is gathered and entered into a meter database and a report written documenting the accuracy of each meter prior to repair. The meters are categorized by type and size. An individual report of each meter test was made with the test results and repair comments. This was done so that the Utility staff could easily use the information to observe the recovery of lost revenue from the meter. This project is part of an ongoing effort to reduce revenue loss in the water system.

Mr. Ed Herman  
Interim Director of Water Works  
209 N. Main Street, Suite 207  
City of South Bend, IN 46601  
574.235.5666  
*Dates of Service: 1995-2017*

**City of Mishawaka, Indiana**

M.E. Simpson Co., Inc. performs a Large Meter Testing Program each year for the City of Mishawaka, Indiana. A number of large meters are tested and evaluated for sizing, application and accuracy. All field data is gathered and entered into a meter database and a report written documenting the accuracy of each meter prior to repair. The meters are categorized by type and size. An individual report of each meter test was made with the test results and repair comments. This was done so that the Utility staff could easily use the information to observe the recovery of lost revenue from the meter. This project is part of an ongoing annual effort to reduce revenue loss in the water system.

Mr. Frank Unruh  
Water Superintendent  
Mishawaka Water Works  
126 North Church Street  
P.O. Box 363  
Mishawaka, IN 46546-0363  
574.258.1653  
*Dates of Service: 1986-2017*

**Macon Water Authority, Macon, Georgia**

M.E. Simpson Co. Inc. is currently performing large meter evaluations and testing for the Macon Water Authority. M.E. Simpson Co. Inc. is providing the field services expertise, field supervision, testing equipment, vehicles and the field personnel for this comprehensive meter evaluation and accuracy testing project. This project was developed to assist the Authority in controlling the apparent water losses in the large commercial and industrial meters. Over 200 – 3” and larger meters are being inventoried, classified, and tested for accuracy. A large meter database has been created to be used with the Customer Service data system. After the each phase of the field work is completed, an evaluation of all the meters inspected and tested is performed for maintaining a complete on-going meter evaluation and maintenance program for use by MWA’s staff. The large meter population has been set up so regular meter testing intervals can be based on meter revenue as well as meter size and type. Also, as part of the program, M.E. Simpson Co. conducted large meter classes for the field staff of the utility so that the utility would have a better understanding of the methods used in the field to test and evaluate large meters. This program is part of the larger effort to reduce and monitor overall water losses.

Mr. Kirk Nylund  
Customer Service Director  
Macon Water Authority  
790 Second Street

Macon, GA 31202-0108  
478.464.5619  
[knylund@maconwater.org](mailto:knylund@maconwater.org)  
*Dates of Service: 2012-current*

**City of Olathe Water Department, Olathe, Kansas**

M.E. Simpson Co. Inc. has performed large meter evaluations and testing for the City of Olathe, Kansas since 2013. M.E. Simpson Co. Inc. provided the field services expertise, field supervision, testing equipment, vehicles and the field personnel for this comprehensive meter evaluation and accuracy testing project. The City implemented this meter testing program to help control apparent water losses in the large commercial and industrial meters. Over 300 large meters were evaluated and tested for accuracy. As part of the program, sample testing of the small residential meters was also conducted. This program is part of the larger effort to reduce and monitor overall water losses.

Ms. Tonya Roberts  
Water Distribution Program Manager  
City of Olathe – Public Works Department  
Olathe, KS 66061  
913.971.9423  
[troberts@olatheks.org](mailto:troberts@olatheks.org)  
*Dates of service: 2013-current*

# I N V E S T M E N T

A commitment to improving and maximizing Orland Park's water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to offer our fee proposal for Orland Park's Water Distribution System Small Meter Testing Program.

M.E. Simpson Co., Inc. will perform this Program on the estimated list of meters and sizes listed on the fee page. The services will be completed by one or two of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

We thank you for this opportunity to acquaint you with our Small Water Meter Testing services. Please call us if you wish to discuss our services in more detail.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/18/2017

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> General Insurance Services 4208 Calumet Ave P.O. Box 1818 Valparaiso IN 46384		<b>CONTACT NAME:</b> Stacy Rutkowski <b>PHONE (A/C, No, Ext):</b> (219) 464-3511 <b>E-MAIL ADDRESS:</b> stacy@genins.com <b>FAX (A/C, No):</b> (219) 531-9446	
<b>INSURED</b> M E Simpson Co Inc 3406 Enterprise Av Valparaiso IN 46383		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Cincinnati Insurance NAIC # 10677 INSURER B: Landmark American Insurance INSURER C: Westchester Insurance Co INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL16122121365                      **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Coverage is included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X Y	EPP0417637	12/23/2016	12/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	EPP0417637	12/23/2016	12/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X Y	EPP0417637	12/23/2016	12/23/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	EWC0417638	12/23/2016	12/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liab		G46614586	3/7/2017	3/7/2018	\$1,000,000 Each Occurrence \$2,000,000 Agg
B	Professional Liability		LHR763284	4/25/2017	04/25/2018	\$3,000,000 Each Claim

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RFP#17-018 Small Meter Testing  
The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on the behalf of the named insured. A Waiver of Subrogation applies in favor of the Additional Insureds in regards to General Liability and Workers Compensation. Excess Liability follows form.

<b>CERTIFICATE HOLDER</b> Village of Orland Park Denise Domalewski 14700 S Ravinia Avenue Orland Park, IL 60462	<b>CANCELLATION</b> 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 Mark Behrendt/DIANEH
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**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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**Blanket Waiver of Subrogation**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-23-2016 Policy No. EWC 041 76 38-00 Endorsement No.

Insured ME SIMPSON CO INC

Insurance Company THE CINCINNATI CASUALTY COMPANY

Premium \$INCL

Countersigned by \_\_\_\_\_

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

## **CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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#### **B. Limits of Insurance:**

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### **1. Employee Benefit Liability Coverage**

Each Employee Limit: \$ 1,000,000  
Aggregate Limit: \$ 3,000,000  
Deductible: \$ 1,000

##### **3. Damage to Premises Rented to You**

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### **4. Supplementary Payments**

a. Bail bonds: \$ 1,000  
b. Loss of earnings: \$ 350

##### **5. Medical Payments**

Medical Expense Limit: \$ 10,000

**6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)**

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ \_\_\_\_\_

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
<b>TOTAL ANNUAL PREMIUM</b>			<b>\$</b>

**11. Property Damage to Borrowed Equipment**

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

**C. Coverages:**

**1. Employee Benefit Liability Coverage**

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
  - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

**(a) Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily Injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3) Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

**b. Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits of Insurance**

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought;
  - (c) Persons or organizations making claims or bringing "suits";
  - (d) Acts, errors or omissions; or
  - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

**(4) Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**d. Additional Conditions**

As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

(1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

**2. Duties in the Event of an Act, Error or Omission, or Claim or Suit**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

**5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

**1. "Administration" means:**

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation

In any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

## 2. Unintentional Failure to Disclose Hazards

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

**3. Damage to Premises Rented to You**

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
  - 2) Loss caused by or resulting from any of the following:
    - a) Wear and tear;
    - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
    - c) Smog;
    - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
  - a) Foundations, walls, floors or paved surfaces;
  - b) Basements, whether paved or not; or
  - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit of Insurance**

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. Limits of Insurance, 3. Damage to Premises Rented to You of this endorsement.

**4. Supplementary Payments**

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. Limits of Insurance, 4.a. Ball Bonds of this endorsement for cost of ball bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. Limits of Insurance, 4.b. Loss of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. Limits of Insurance, 5. Medical Payments of this endorsement.

**6. Voluntary Property Damage and Care, Custody or Control Liability Coverage**

a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. **Care, Custody or Control Liability Coverage**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.**

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

**b. Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**7. 180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**8. Waiver of Subrogation**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**9. Automatic Additional Insured - Specified Relationships**

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
    - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b) Any express warranty unauthorized by you;
  - c) Any physical or chemical change in the product made intentionally by the vendor;
  - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any Insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, 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, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. Other Insurance is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. Conformance to Specific Written Contract or Agreement is hereby added:

\* **11. Conformance to Specific Written Contract or Agreement**

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional Insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional Insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

**10. Broadened Contractual Liability - Work Within 50' of Railroad Property**

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

**11. Property Damage to Borrowed Equipment**

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the Insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance,**

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance, 11.** of this endorsement. The limits of Insurance will not be reduced by the application of such Deductible amount.
- (b) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**12. Employees as Insureds - Specified Health Care Services**

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

In the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

**13. Broadened Notice of Occurrence**

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

**TIONS)** is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

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

**ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 3/29/2017	Policy Number: EPP 0417637
Named Insured: ME Simpson Co., Inc.	
Countersigned by: 	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SECTION II - LIABILITY COVERAGE, A, Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.**

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".