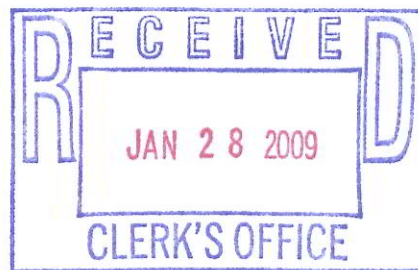


## Clerk's Contract and Agreement Cover Page

**Year:** 2009-1      **Legistar File ID#:** 2009-0014  
**Multi Year:**       **Amount**      \$80,000.00

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**Contract Type:** Professional Services  
**Contractor's Name:** M.E. Simpson Company, Inc  
**Contractor's AKA:**  
**Execution Date:** 1/20/2009  
**Termination Date:** 12/31/2011  
**Renewal Date:**  
**Department:** Public Works/Water & Sewer  
**Originating Person:** John Ingram  
**Contract Description:** Water Main Valve Exercise 2009-2011



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

January 28, 2009

Mr. Randy Lusk  
M. E. Simpson Company, Inc.  
3406 Enterprise Avenue  
Valparaiso, Indiana 46383

**RE: *NOTICE TO PROCEED***  
***Water Main Valve Exercise 2009-2011***

Dear Mr. Lusk:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of January 26, 2009.

Please contact John Ingram at 708-403-6104 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. 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. Also, your final invoice for this contract/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 January 20, 2009 in an amount not to exceed Eighty Thousand and No/100 (\$80,000.00) Dollars for 2009 (based at a rate of \$38.00 per valve) and total Board approved budgeted dollars in fiscal year 2010 (based on \$38.00 per valve) and fiscal year 2011 (based on \$40.00 per valve). If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: John Ingram  
Pete Casey  
Judy Konow

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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



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Patricia Gira

January 20, 2009

Mr. Randy Lusk  
M.E. Simpson Company, Inc.  
3406 Enterprise Avenue  
Valparaiso, Indiana 46383

**NOTICE OF AWARD – Water Main Valve Exercise 2009-2011**

Dear Mr. Lusk:

This notification is to inform you that on January 19, 2009, the Village of Orland Park Board of Trustees approved awarding M.E. Simpson Company, Inc. the contract in accordance with the proposal you submitted dated December 21, 2008, for Water Main Valve Exercise 2009-2011 for an amount not to exceed \$38.00 per valve in 2009 and 2010 and \$40.00 per valve in 2011.

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 February 3, 2009.

1. Enclosed is the Contract for Water Main Valve Exercise 2009-2011. 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.
2. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP 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 deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts, Insurance Certificates 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 proposal 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@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,  
*Denise Domalewski*  
Contract Administrator

cc: John Ingram

**VILLAGE OF ORLAND PARK**  
**Water Main Valve Exercising**  
**(Contract for Services)**

This Contract is made this **20th day of January, 2009** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and M.E. Simpson Company, Inc. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Request for Proposals
- The Instructions to Proposers
- This Contract
- The Terms and Conditions
- The Proposal dated December 21, 2008, as it is responsive to the VILLAGE'S RFP requirements
- All Certifications required by the Village
- Certificates of insurance
- ~~Performance and Payment Bonds as may be required by the VILLAGE~~

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

*Water main valve exercising within the Village of Orland Park for a total of approximately four thousand (4,000) valves over a two to three year period, as further described in the Proposal documents*

(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:

FY2009:       \$38.00 per valve for a total amount not to exceed Eighty Thousand and No/100

(\$80,000.00) Dollars

FY2010: \$38.00 per valve for a total amount not to exceed Board approved budgeted amount

FY2011: \$40.00 per valve for a total amount not to exceed Board approved budgeted amount

**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. This Contract shall terminate upon completion of the WORK or December 31, 2011, 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 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, 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@orland-park.il.us](mailto:ddomalewski@orland-park.il.us)

To the CONTRACTOR:  
Randy Lusk  
M.E. Simpson Company, Inc.  
3406 Enterprise Avenue  
Valparaiso, Indiana 46383  
Telephone: 800-255-1521  
Facsimile: 888-531-2444  
e-mail: [randyl@mesimpson.com](mailto:randyl@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.

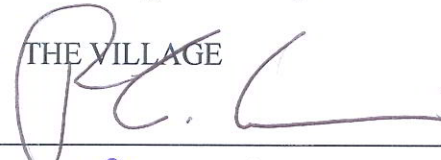
**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

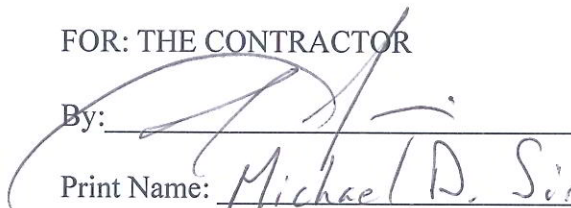
**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 13: 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: Paul G. Gammes  
Its: Village Manager  
Date: 1/27/09

FOR: THE CONTRACTOR  
By:   
Print Name: Michael D. Simpson  
Its: CEO  
Date: 01/22/09

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

Corporate Office:  
3406 Enterprise Avenue  
Valparaiso, IN 46383-6953

Regional Offices:  
Phoenix, AZ • Gwinnett County, GA • Chicago, IL  
Wauconda, IL • Dyer, IN • Indianapolis, IN • Savage, MN

(800) 255-1521  
Fax: (888) 531-2444  
www.mesimpson.com

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December 21, 2009

Mr. John J. Ingram  
Utility Superintendent  
Village of Orland Park Public Works Department  
15655 Ravinia Avenue  
Orland Park, IL 60462

Dear Mr. Ingram,

M.E. Simpson Company is pleased to present our response for the request to propose on  
**"Water Main Valve Exercising Services" for the Village of Orland Park, Illinois.**

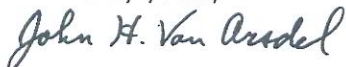
M.E. Simpson Company, Inc. is a **Technical Service Company** that performs services that are designed to aid a utility in improving accountability, increasing revenues, heightening your distribution system performance and optimizing your distribution system data, records and mapping programs. As a part of our services we also manufacture the Polcon® flow and pressure monitoring equipment.

This **Proposal** is being submitted as follows:

- ◆ **Required Documents**
- ◆ **Firm History**
- ◆ **Related Project Experience, References**
- ◆ **Employee Qualifications, Project Staffing**
- ◆ **Project Understanding and Approach, Proposed Schedule**
- ◆ **Scope of Services**
- ◆ **Proposal Fees**
- ◆ **Appendices (Sample Contract, Sample Reoprt)**

We thank you for your consideration and this opportunity to acquaint you with our Valve Assessment Program services and offer this proposal. If there are any inquiries regarding this proposal, please do not hesitate to contact us. We look forward to hearing from you soon.

Sincerely yours,



John H. Van Arsdel  
Vice President



## SCOPE OF SERVICE

### The 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 perform valve assessments on the water distribution system. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team performing the valve assessments at all times.**



- ◆ Work in an orderly and **safe** manner to insure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- ◆ All Field Staff will have readily observable identification badges worn while in the field. All vehicles used in the field will have company signs attached.
- ◆ The valve equipment to be used will be that which was described in the "Equipment to be used" section.
- ◆ M.E. Simpson Company, Inc. Personnel will **meet with the Utility to review the project** guidelines and answer any questions on procedures.
- ◆ Any **pressure zones** in the distribution system will be identified on the water atlas prior to developing the valve assessment program. This will need to be done with distribution personnel prior to the start of the program to avoid having pressure zone problems due to valves opened when they need to be closed.
- ◆ As a part of the valve program, mapping discrepancies found on the current water atlas will be noted and included as a part of the final report so the Utility can make needed corrections. This will be included as a part of the periodic reporting to the Utility, thus enabling the Utility to keep up with mapping corrections.
- ◆ A progression map shall be maintained for each section under study indicating valves assessed on the map. This will be especially helpful in quickly determining the work progress of the crews in the field.
- ◆ It may be necessary to conduct parts of the valve assessment during "off hours" such as at night. This may be required in areas of high traffic volume where traffic may affect the ability to conduct safe flow testing, and traffic volume may affect the ability of the Project Team to be able to safely access valves on busy streets. The Project Team will give 24-hour advanced notice of intent to operate valves in a particular area that may require after hours work or nighttime work. This is so the Utility can plan for the area to be worked in, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.

## VALVE LOCATION

### The M.E. Simpson Company Project Team will:

- ◆ **Examine the water maps** to determine the anticipated location of each water valve.
- ◆ **Attempt to verify** the existence of all water valves shown on the water maps by visual inspection.
- ◆ **Search for water valves** shown, but not identified by visual inspection, using a magnetic locator.
- ◆ **Employ a combination** of recorded information, manual and technical testing techniques as needed to establish the location of remaining water valves.
- ◆ **Identify locations where a water valve is expected**, but not shown on the water map, and proceed through verification and search process.
- ◆ **Three attempts shall be made to locate "lost" valves** before these are turned into the Village for location. M.E. Simpson Co. will ask permission to trace existing water mains by means of line locating equipment to establish the configuration of existing water mains and probable location of water valves should search by magnetic locator fail. If the Village cannot locate the valve within five working days, M.E. Simpson Co. shall be paid for the attempted locate.
- ◆ **Corrections to the Village maps** shall be drawn on the paper maps provided by the Village and returned to the Village after the project is completed.
- ◆ **Located valve boxes or valve vault covers** shall be painted with an environmentally formulated precautionary blue paint for future identification.

## VALVE EXERCISING

### The M.E. Simpson Company Project Team will:

- ◆ Operate selected valves in accordance with the AWWA manual M-44, "Distribution Valves: Selection, Installation, Field Testing and Maintenance"
- ◆ Attempt to operate each of the valves manually.
- ◆ Valves requiring an operating torque greater than one hundred (100) foot-pounds shall be exercised by a portable and/or truck mounted hydraulic valve machine. The valve operators used by M.E. Simpson Co., Inc. have torque-limiting capabilities that allow incremental settings from five (5) to twenty five hundred (2500) foot-pounds of torque.
- ◆ The machine shall be solely and completely dependent upon the operator for continuous control of direction and torque, otherwise known as "non-locking" or "torque limiter" capability.
- ◆ All valves will be exercised with the minimum torque required preventing valve damage.
- ◆ Maximum torques shall be as follows:
  - 4" gate valves – 300 ft. lbs.
  - 6" and larger gate valves – 600 ft. lbs.
  - Butterfly valves – 200ft. lbs.
- ◆ During initial valve closure, the valve will be turned no more than five (5) turns before turn direction is reversed to two (2) turns, thus allowing the threads of the stem and gate to free themselves. This closure and partial reversal process shall be repeated until the valve has achieved full closure.
- ◆ The valves will then be exercised from full open to full closure until such time as this can be done without further turn range improvement or no further reduction in the required operating torque is noted, through **a minimum of three (3) consecutive ranges of operations and a maximum of seven (7) operations.**

- ◆ **The M.E. Simpson Company Project Team shall notify** the *Water Superintendent*, of intent to exercise a certain group of water valves. The Team shall obtain permission to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.
- ◆ **Valves found in the closed position** shall be reported to the Village immediately so verification can be made for exercising or not.
- ◆ **Valve vaults and boxes shall be cleaned or pumped out** to gain access to the valve and for inspection of the operating nut.
- ◆ **If there is reasonable evidence that a valve might break during the exercising process**, the Village will be notified immediately and a decision will be made by the Village to attempt or not to attempt the process. **Any valves that fail or break during operation will be repaired or replaced by the Utility.** M.E. Simpson Company cannot be held responsible for possible valve failures during the exercising procedure.

#### *DOCUMENTATION OF VALVE EXERCISING*

**M.E. Simpson Company will provide a valve exercise report for each valve located in a valve book. This data will also be provided to the Utility in a Polcon Pro-Valve® database on a CD.**

#### OVERVIEW

##### MAPPING

- ◆ Mapping is an optional addition to the Water Distribution System Valve Assessment Program. The *Utility* has the option of acquiring the physical hard copy of the Valve Book, the Electronic Database, and/or the Polcon Pro-Valve® software. The data will be available on-line and the Village will be able to access it with a user name and password.
- ◆ When requested, all of the information collected will be compiled by means of **Polcon Pro-Valve®** software driven water valve database with graphic interface and hard copy reproduction capabilities.
- ◆ M.E. Simpson Co., Inc. will provide a valve mapping and exercise report for each valve located in the form of a valve book.
- ◆ Each intersection or valve location will be sketched identifying the valve placement and, if applicable, hydrant placement. This sketch is to be a visual representation drawn not to scale but proportional. Drawings will include the curb or street edges and other landmarks necessary for valve location. We will then place this information into Polcon Pro-Valve® software.
- ◆ The report shall include, but not be limited to, the following water valve information:
  - Identifying number consistent and compatible with system presently employed by the *Utility*
  - Location referenced by coordinates in landmark system approved by the *Utility*
  - Location by street and cross-street names
  - Size
  - Type
  - Operating nut depth
  - Enclosure type
  - Number of turns to achieve full closure
  - Direction of closure
  - Present valve position
  - Date exercised

- A graphic drawing of each location with measurements from existing landmarks

## POLCON PRO-VALVE®

The 2000 Windows based version of **Polcon Pro-Valve®** is a Graphical Interface System that ties the graphic image with the valve record database. **System requirements** for Polcon Pro-Valve® are: a PC running Windows 2000 or greater, CD ROM drive, and storage capacity of 25 megabytes for every 1000 structures. We also recommend 256 MB of RAM or greater.

Polcon Pro-Valve® is written in-house at M.E. Simpson Co., Inc. allowing us total control over the design of the product. This allows custom versions to be made and support to be given straight from us. There are several advantages to this software over previous versions of Polcon Pro-Valve®. This version of Polcon Pro-Valve® is written in Microsoft Access 2003. Polcon Pro-Valve® is a Windows based program that supports all the keyboard strokes, mouse movements, and shortcuts that users are already trained to use. This speeds up data entry and lowers the learning curve.

The data saved in Polcon Pro-Valve® is saved in the Access database. This data can be read and manipulated with any other database product that supports Open Database Connectivity (ODBC). This provides flexibility to a user that needs to cross platforms. This data can be exported from Pro-Valve® into Microsoft Access for use in a GIS system such as Arch View or Arch Info.

The images that are drawn in Polcon Pro-Valve® are drawn using a stand-alone program called "TurboCAD" by IMSI. This program has many tools and can be used to make an extremely detailed drawing of the valve area. Also, editing the drawings is much easier in "TurboCAD" due to the fact every item in a drawing is a separate object can be selected and edited by simply pointing and clicking.

This software was developed to keep track of all the information associated with main line water valves. There are three areas of information recorded in Polcon Pro-Valve®. The first area is the **valve card**. The valve card keeps all the information about the valve not normally changed year to year including:

- ◆ Valve number
- ◆ Map page number
- ◆ Street name
- ◆ Cross street name
- ◆ Size
- ◆ Turn direction
- ◆ Type
- ◆ Operating nut depth
- ◆ Position
- ◆ Box style
- ◆ Site
- ◆ X - Y coordinates of the valve

The second area is the **exercising history**. As valves are turned year to year some information will change. This information is kept in ascending order by date with the most recent information for the valve always on top. The most important piece of history information is the valve code. The valve code is used to organize the valves into groups. For example: a valve with no problems is coded "Valve OK" a valve that cannot be exercised because of debris in the box is coded "Box full of debris". There are many other valve codes describing the condition of the valves. The history section includes:

- ◆ Turn date

- ◆ Number of turns
- ◆ Technician
- ◆ Machine torque ratings
- ◆ Valve codes
- ◆ Comments

The third area is the **drawing** area. Each valve has an associated image assigned to it. The image is currently drawn in an outside stand-alone program called "TurboCAD" by IMSI. The drawing is then embedded into the database and assigned to the proper valves. The drawings are not to scale but are a proportional representation of the area around the valve.

In order to effectively make use of information, our Polcon Pro-Valve® software pulls all information together into a variety of reports including:

- ◆ Valve Card Books
- ◆ Exception Report
- ◆ Valve Listing by Number
- ◆ Valve Listing by Street/Cross-Street
- ◆ Problem Valve List
- ◆ New Valves on Atlas
- ◆ Recommend Replacement

### **OPTIONAL GPS VALVE LOCATION**

**Once the valves have been located, the M.E. Simpson Company Project Team will perform the following:**

- ◆ **The Project Team will collect GPS Coordinates** of all valves assessed using the above "Scope of Work"
- ◆ The Project Team will work with the Utility to develop a "data dictionary" which will define the information to be collected for each attribute. The Data dictionary shall have the following but not limited to:
  - Date and time the information was gathered.
  - The unique identifying number for each attribute consistent and compatible with system presently employed by the *Utility*.
  - Location for each attribute referenced by Northing and Easting coordinates generated from the GPS location in the Utility's local State Plane Coordinate system.
  - Type of Attribute (mainline valve).
  - Offset information if the attribute needs to have the location determined by an offset coordinate due to blocked signals from the GPS satellites.
  - Any other data required to be collected as part of the attribute data set as defined by the Data Dictionary. This Data Dictionary will be assembled by the Project Team and the Utility.
- ◆ **The accuracy of each GPS** location will be sub-meter.
- ◆ **The location of "offset" GPS locations** shall be accomplished by use of a Laser Rangefinder with an accuracy of 1/10<sup>th</sup> of a foot with an automatic Electronic Compass coupled to the GPS data collector. This is so that a bearing and distance from the offset location to the target GPS location can be recorded as part of the attribute data. This will allow coordinates to be generated in high tree canopy and urban canyons where normal coverage would not be possible.
- ◆ **GPS locations will need to have readings** from at least four satellites in position and a reading from a local GPS beacon, or five satellites for the position to be considered accurate as a differentially corrected GPS location.
- ◆ **"PDOP" readings need to be less than 5.** "PDOP" readings greater than 5 will not be considered as accurate locations.
- ◆ **A minimum of 30** readings for each position shall be taken.

- ◆ **Position of the GPS satellites shall be given primary consideration.** The position of the satellites shall be recorded as part of the data. If the satellites are low on the horizon, it is expected that the project team will wait until the position is better before attempting to gather the GPS position. Data collected with the satellites low on the horizon and/or poorly distributed shall not be considered valid.
- ◆ **The information collected** will be compiled into the **Pathfinder Office** or **TerraSync™** software database with the ability to export the information into a format acceptable to the Utility such as Microsoft Access, Microsoft Excel, .DXF file, or .SHP file for use in the Utility's GIS system or CAD mapping program, and also included in the Polcon Pro Valve® database.
- ◆ **All locations will be differentially corrected** for accuracy. A stationary beacon or mobile beacon can be set up to allow differential correction. All data will be "Post-Processed", so that a comparison can be made to a Local stationary GPS receiver. The locations of the stationary GPS stations can be obtained from the Internet. The particular stationary GPS receiver shall be listed in the final report as the station used for differential correction. This will allow for a greater accuracy of the GPS locations.

### **DOCUMENTATION OF GPS VALVE LOCATIONS**

**M.E. Simpson Company will provide a location report for each valve located, included in the Valve Assessment book and/or a database on a CD in a format agreed upon between the Utility and M. E. Simpson Co., Inc.**

- ◆ The GPS location data collected will be exported into a database for Utility use
- ◆ The GPS data collected shall include but is not limited to the following information:
  - a. *Identifying number consistent and compatible with system presently employed by the Utility.*
  - b. *Location referenced by coordinates using the **Illinois State Plane Coordinate System**.*
  - c. *Location by street and cross-street names.*
  - d. *Type of structure.*
  - e. *Date and time data was collected.*

### **Valve Operations**

**M.E. Simpson Company takes great care when operating and exercising valves in the water distribution system.** Even with our years of proven experience in water system operations problems occasionally occur. Any valves that break or fail during the assessment program will be repaired or replaced at the expense of the water Utility. M.E. Simpson Company cannot be held responsible for possible valve failures during their operation due to pre-existing conditions. M.E. Simpson Company cannot be held responsible for damage done to the water system during valve exercising, such as water leaks, discolored water and turbidity that can possibly occur during the process.

## FINAL REPORTS, DOCUMENTATIONS and COMMUNICATIONS

"Effective Communication ...  
Accurate Documentation...  
... Will insure the success for  
the Valve program."

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

- ◆ Project Team will **meet daily** with assigned Utility personnel to go over progress for prior workday and plan current day and area of valves to be exercised.
- ◆ **Document all valve exercising and locating** as indicated in the "**Scope of Work**".
- ◆ **Maintain a progression valve report** of the project indicating valves exercised.
- ◆ **Valves found with problems** shall be documented and turned into the assigned Utility personnel daily so the Utility can make the necessary corrections so the valve can be turned.
- ◆ **Prepare the final report** at the completion of the project which will include all valve documentation per "**Scope of Work**" for the Utility, for the total number of valves exercised, valves requiring maintenance, as well as other problems found in the system during the course of the program that need the attention of the Water Utility. This report shall be made available for submission to the Utility within Thirty (30) days of the completion of the fieldwork.
- ◆ **The equipment used** will be that which is described in the "Equipment to be used" section.
- ◆ **Any valves that fail or break during operation will be repaired or replaced by the Utility.** M.E. Simpson Company cannot be held responsible for possible valve failures during the exercising procedure.

### ASSUMPTIONS AND SERVICES PROVIDED BY THE UTILITY

- ◆ The *Utility* will furnish all maps, atlases, (two copies) and records necessary to properly conduct the valve-exercising program.
- ◆ The *Utility* will provide records such as old valve cards or any additional information that would make the valve location and exercising 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 Water Utility without consent of the Water Utility.
- ◆ The *Utility* will notify other departments in the city, town, or village as to the activity of valve exercising so that various departments are aware that a program is in progress. This is to insure that if there should be a problem with part of the distribution system, notification can be made promptly.
- ◆ 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.
- ◆ The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns. This may be required of areas where distribution mains run in easements on private property.
- ◆ The Utility will provide all Valve ID numbers, type of valve (if known), Map page numbers or grid number, and any other additional information that can aide in helping the overall success of the program.



**Safety** is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.** While in the field on your project, M.E. Simpson Company and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

**M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.**

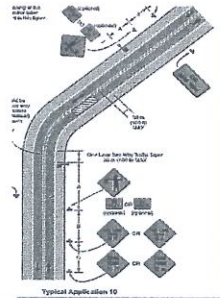
The use of a "one person" valve assessment team is dangerous and impractical where water mains run under roadways and valves are in traffic lanes or close to traffic. It would be a dangerous precedent to allow a "one-person" team to access valves located in the roadway, park a vehicle in traffic and locate, exercise and document the valve and at the same time try to control traffic flow at that person's location in the street.

**Therefore M.E. Simpson Co., Inc. adheres to the following:**

- # The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an **OSHA 30 Hour Card.**
- # Any work located in a "**confined space**" such as pit and vault installations that **require entry** will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.**
  - > All personnel are **trained and certified** in Confined Space Entry & Self-Rescue.
- # We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.**
  - > All personnel are **trained and certified** in First Responder First Aid & CPR.
- # We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).**
  - > All personnel are **trained and certified**, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.



**ATSSA Certified  
Traffic Control Personnel**



**Work Zone Safety Plans  
will be used**

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date for all project personnel.



## **EQUIPMENT TO BE USED**

The following equipment will be used for valve assessments work during the valve program for the Utility. All material listed will be on the job site at all times.

- ◆ **Truck mounted or trailer mounted hydraulic valve operator with adjustable torque control**
- ◆ **Portable hydraulic valve operator adjustable torque control**
- ◆ **Portable truck mounted or trailer mounted vacuums for valve box/vault clean outs**
- ◆ **Extendable valve keys for manual operation**
- ◆ **All necessary hand tools needed**
- ◆ **Truck mounted Arrow Board/Signage, and warning lights on trucks.**
- ◆ **Traffic control equipment, including properly sized traffic cones with reflective stripes, when needed or required.**
- ◆ **All necessary safety equipment, including Rose - confined space entry equipment and Crowcon Air Monitoring / Gas Detection equipment when needed or required.**
- ◆ **A "Schonsted" / "Chicago Tape" magnetic locator**
- ◆ **A "Radio Detection RD4000" series line locator**
- ◆ **For the optional GPS Locations: A Trimble GPS GeoExplorer GeoXH (sub-meter accuracy) hand held receiver, and related equipment**



Corporate Office:  
3406 Enterprise Avenue  
Valparaiso, IN 46383-6953

Regional Offices:  
Phoenix, AZ • Gwinnett County, GA • Chicago, IL  
Wauconda, IL • Dyer, IN • Indianapolis, IN • Savage, MN

(800) 255-1521  
Fax: (888) 531-2444  
www.mesimpson.com

**PROPOSAL FEE**

M.E. Simpson Co., Inc. is pleased to offer the Village of Orland Park, Illinois our proposal for a Water System Valve Assessment Program. This program is based on assessing 4,000 valves in the Village’s water distribution system over a three year period (2009-2011). The location, exercising and mapping will be done on all of the main line valves in your system by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

**Three Year Program**

**2009** Mainline water valves, Location, Exercising, and Provalve ® Documentation,  
\$38.00 each (approx. **1333**) ----- \$ 50,654.00

**2010** Mainline water valves, Location, Exercising, and Provalve ® Documentation,  
\$38.00 each (approx. **1333**) ----- \$ 50,654.00

**2011** Mainline water valves, Location, Exercising, and Provalve ® Documentation,  
\$40.00 each (approx. **1334**) ----- \$ 53,360.00

**OPTIONAL GPS LOCATIONS**

**2009** Mainline water valves, GPS Location and Documentation,  
\$4.00 each (approx. **1333**) ----- \$ 5,332.00

**2010** Mainline water valves, GPS Location and Documentation,  
\$4.00 each (approx. **1333**) ----- \$ 5,332.00

**2011** Mainline water valves, GPS Location and Documentation,  
\$4.00 each (approx. **1334**) ----- \$ 5,332.00

These fees are all based on approximate numbers of valves to be located, exercised, and mapped. All procedures will be followed according to the above scope of services. The valve data will be entered into the Provalve ® database for use by the Village. The data will also be available online but only to Village staff with appropriate passwords.

We thank you for this opportunity to acquaint you with our Valve Assessment services and present you with this proposal. Please call us if you wish to discuss our services in more detail.

Sincerely yours,  
  
John H. Van Arsdel  
Vice President

**PROPOSAL SUMMARY SHEET**  
**Water Main Valve Exercise**  
 (Project Name)

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

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

Street Address: 3706 Enterprise Ave.

City, State, Zip: VALPARAISO IN. 46383

Contact Name: RANDY Lusk

Phone: 800.255.1521 Fax: 888.531.2444

E-Mail address: RANDYL@MEOSIMPSON.COM

FEIN#: 35-1474720

Cost per valve

<u>Year</u>	<u>Price per valve</u>	<u># valves *</u>	<u>Total cost per year</u>
2009	\$ <u>38<sup>00</sup></u>	x 1350 valves	\$ <u>51,300<sup>00</sup></u>
2010	\$ <u>38<sup>00</sup></u>	x 1350 valves	\$ <u>51,300<sup>00</sup></u>
2011	\$ <u>40<sup>00</sup></u>	x 1350 valves	\$ <u>54,000<sup>00</sup></u>
Total Price			\$ <u>156,600<sup>00</sup></u>

\* approximately 1350 valves per year for a total of 4000 valves

Alternate price

GPS locating cost per valve 2009 \$4<sup>00</sup>

2010 \$4<sup>00</sup>

2011 \$4<sup>00</sup>

Signature of Authorized Signee: John H. Van Arsdel

Title: Vice President

Date: Dec 21, 2008

ACCEPTANCE: This proposal is valid for 180 calendar days from the date of submittal.  
 (Note: At least 60 days should be allowed for evaluation and approval)

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation:  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

M. E. Simpson Co., Inc. (Corporate Seal)  
Business Name

John H. Van Arsdale John H. Van Arsdale  
Signature Print or type name

Vice President Dec 21, 2008  
Title Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, John M. Van Arsdale, being first duly sworn certify and say  
that I am Vice President  
(Insert "sole owner," "partner," "president," or other proper title)

of M.E. Simpson Co., Inc, the Prime Contractor  
submitting this proposal, and that the Prime Contractor 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.

John M. Van Arsdale  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 21<sup>st</sup> Day  
of December, 2008.

Barbara A. Werblo  
Notary Public

## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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) and the Commission (Human Rights 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."

John H. Van Arsdale, having submitted a proposal for  
M.F. Simpson Co. Inc (Name of Contractor) for  
Water Main Valve Exercising (General Description of Work Proposed on) to  
the Village of Orland Park, hereby certifies that said contractor has a written sexual  
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: John H. Van Arsdale  
Authorized Agent of Contractor

Subscribed and sworn to before  
me this 21<sup>st</sup> day of December, 2008

Barbara A. Ullrich

Notary Public

## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in 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.
- D. That it will 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.
- E. That it will 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.
- F. That it will 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.
- G. That it will 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 Vendor 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 Vendor 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.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: John H. Van Arsdell Vice President

ATTEST: Barbara A. Werble Office Mgr.

DATE: Dec- 21, 2008



## TAX CERTIFICATION

I, John H. Van Arsdel, having been first duly sworn depose and state as follows:

I, John H. Van Arsdel, am the duly authorized agent for M.E. Simpson Co., Inc., which has submitted a proposal to the Village of Orland Park for

Water Main Valve Exercising and I hereby certify  
(Name of Project)

that M.E. Simpson Co., Inc is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- 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.

By: John H. Van Arsdel  
Title: Vice President

Subscribed and Sworn to  
Before me this 21<sup>st</sup>  
Day of December, 2008

Barbara A. Weble

## REFERENCES

(Please type)

ORGANIZATION \* See Following Pages

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Proposer's Name & Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_



Corporate Office:  
3406 Enterprise Avenue  
Valparaiso, IN 46383-6953

Regional Offices:  
Phoenix, AZ • Gwinnett County, GA • Chicago, IL  
Wauconda, IL • Dyer, IN • Indianapolis, IN • Savage, MN

(800) 255-1521  
Fax: (888) 531-2444  
[www.mesimpson.com](http://www.mesimpson.com)

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### RELATED PROJECT EXPERIENCE

**M.E. Simpson Co., Inc.** has been in business since 1979 and has been providing valve assessment services since 1986. The company continues to perform services for numerous Cities across Indiana, Illinois, Michigan, Wisconsin, Ohio, Arizona, California, Georgia, and other regions of the United States. We have listed below; a few project examples with references. Please feel free to call any of these gentlemen and ask them about their project and our services.

#### *City of Bloomington Utilities – Bloomington, Indiana*

We have been providing valve assessment services for the City of Bloomington Utilities for over ten years. This is a distribution system that has over 4500 valves. Currently we have a contract that runs from 2006 through 2009. The following are the basic particulars:

Contract Length: 2006 – 2009  
Contract Value: \$66,000.00 per year average  
Project Completion: December 2006 through January 2007  
Contact info: Mr. Tom Staley  
Superintendent of Operations / T&D  
City of Bloomington Utilities  
1969 S. Henderson Street  
Bloomington, IN 47401-6567  
(812) 349-3637  
(812) 331-5962 fax  
[staley@bloomington.in.gov](mailto:staley@bloomington.in.gov)

#### *Village of Carpentersville, Illinois*

We have been providing valve assessment services for the Village of Carpentersville for over ten years. This is a distribution system that has over 1200 valves. Currently we have a contract that runs from 2006 through 2008. The following are the basic particulars:

Contract Length: 2006 – 2008  
Contract Value: \$56,000.00 per year average  
Project Completion: August 2006 through September 2006  
Contact info: Mr. Chris Settiani  
Superintendent of Utilities  
Village of Carpentersville  
1200 L.W. Besinger Drive  
Carpentersville, IL 60110  
(847) 551-3439  
(847) 551-1230 fax  
[csettiani@vil.carpentersville.il.us](mailto:csettiani@vil.carpentersville.il.us)

*City of Lafayette, Indiana*

We have been providing valve assessment services for the City of Lafayette for the last ten years. Currently we have a contract that runs from 2006 through 2008. The following are the basic particulars:

Contract Length: 2006 – 2008  
Contract Value: \$72,000.00 per year average  
Project Completion: June 2006 through July 2006  
Contact info: Mr. Kerry Smith  
Water Works Superintendent  
City of Lafayette  
1020 Canal Road  
Lafayette, IN 47901  
(765) 476-4561  
(765) 476-4560 fax  
[ksmith@lafayette.in.gov](mailto:ksmith@lafayette.in.gov)

*City of St. Charles, Illinois*

We have been providing valve assessment services for the City of St. Charles for many years. This system has over 2400 distribution system valves. We first developed their program in the early 90's. During 2004 & 2005 the City attempted to complete the program in house. In 2006 the City once again contracted our services and we have a current contract that runs from 2006 through 2008. The following are the basic particulars:

Contract Length: 2006 – 2008  
Contract Value: \$31,000.00 per year average  
Project Completion: October 2006  
Contact info: Mr. Paul Marschinke  
Water Foreman  
City of St. Charles  
Two E. Main Street  
St. Charles, IL 60174-1984  
(630) 377-4463  
(630) 513-7442 fax  
[pmarschinke@ci.st-charles.il.us](mailto:pmarschinke@ci.st-charles.il.us)

*Village of Cherry Valley, IL (2002, 2003, 2004)*

M.E. Simpson Co., Inc. performed a Valve Exercising Program and **GPS locating program** for the distribution system for the Water Utility. All field data was gathered and entered into the Polcon ® Provalve database and a report generated documenting the exercising of each valve. GPS Locations were taken for all the valves and hydrants to assist in the creation of a CAD based Water Atlas. A representative diagram of the valve location was also included as part of the database. This was done so that the Utility staff could easily use the information for distribution maintenance. This project is part of an ongoing effort to maintain the distribution system. Storm Sewer structures were also mapped and GPS locations obtained and added to the Village mapping system.

Mr. Joe Caveny  
Director of Public Works  
Cherry Valley, Illinois  
(815) 332-3441

*Village of Lincolnshire, Illinois (2003, 2004, 2005, 2006, 2007)*

M.E. Simpson Co., Inc. has performed a **Valve Exercising Program** for 1/4<sup>th</sup> of the distribution system for the Water Utility each year. All field data is gathered and entered into the Polcon Pro-Valve® database and a report generated documenting the exercising of each valve. **GPS Locations** were taken for all the valves as well, to begin a program of GPS documentation for the distribution system. A CAD based representative diagram of the valve location is also included as part of the database. This was done so that the Utility staff could easily use the information for distribution maintenance. This project is part of an ongoing effort to maintain the distribution system.

Mr. Terry Hawkins  
Water Supervisor  
Village of Lincolnshire, IL  
(847) 833-8600

*City of Valparaiso, Indiana (1992-2007)*

M.E. Simpson Co., Inc. performs a Valve Exercising Program every year for 1/4<sup>th</sup> of the distribution system for the Water Utility. All field data is gathered and entered into the Polcon Pro-Valve® database and a report generated documenting the exercising of each valve. **GPS Locations** were taken for all the valves as well, to begin a program of GPS documentation for the distribution system. A representative diagram of the valve location is also included as part of the database. This was done so that the Utility staff could easily use the information for distribution maintenance. This project is part of an ongoing effort to maintain the distribution system.

Charles McIntyre  
Distribution Superintendent  
Valparaiso City Utilities  
Valparaiso, Indiana  
(219) 464-3800

Specialty Project

**Brown & Caldwell Engineers and M.E. Simpson Co., Inc.**

City of Phoenix Water Services Department – Phoenix, Arizona

In 2003 we provided a valve assessment program of the 12" and smaller valves along the City's "Light Rail Corridor". Since 2005 we have provided the City, through Brown & Caldwell our services in testing the water utility shutdowns for utility relocation in the "Light Rail Corridor". Currently we are providing the shutdowns as contractors move the water infrastructure to accommodate the "Light Rail". The following are the basic particulars:

Contract Length: 2003 – 2008  
Contract Value: \$65,600.00 – 2003 program  
Project Completion: September 2003 through November 2003  
Contract Value: \$938,274.00  
Project Completion: May 2005 though "on going"  
Contact info:

Mr. Greg Ramon  
Asst. Water Services Director  
City of Phoenix Water Services Dept.  
200 Washington Street  
City Hall - 9th Floor  
Phoenix, AZ 85003-1611  
(602) 262-6627  
(602) 495-5542 fax  
[greg.ramon@phoenix.gov](mailto:greg.ramon@phoenix.gov)

Mr. Craig Tweed  
Construction Manager  
Brown & Caldwell  
201 East Washington St.  
Suite 500  
Phoenix, AZ 85004  
(602) 567-3895  
(602) 567-4001 fax  
[ctweed@brwncald.com](mailto:ctweed@brwncald.com)

**HDR Engineers and M.E. Simpson Co., Inc.**

City of Victorville Southern California Logistic Airport – City of Victorville, California

We provided a condition assessment of the City's Logistic Airport. This included a valve assessment of the distribution system along with GPS locations and other system analysis. The following are the basic particulars:

Contract Length:	2007	
Contract Value:	\$38,440.00	
Project Completion:	January 2007	
Contact info:	Mr. Denis Ozowara, Jr. Junior Engineer City of Victorville P.O. Box 5001 Victorville, CA 92393-5001 (760) 243-1963 (760) 955-5159 fax  <a href="mailto:dozowara@ci.victorville.ca.us">dozowara@ci.victorville.ca.us</a>	Mr. Tom Jakubowski, P.E. Project Engineer HDR, Inc. 2280 Market Street Suite 100 Riverside, CA 92501-2110 (262) 853-8142 mobile  <a href="mailto:thomas.jakubowski@hdrinc.com">thomas.jakubowski@hdrinc.com</a>

**ADDITIONAL REFERENCES**

Below are several references that use our services. Please feel free to call any of these gentlemen and ask them about our services and us.

Mr. Gale Gerber  
Water Superintendent  
Town of Nappanee, IN  
(574) 773-4623  
[ggerber\\_46550@yahoo.com](mailto:ggerber_46550@yahoo.com)

Mr. Greg Ramon  
Asst. Water Services Director  
City of Phoenix, AZ  
(602) 262-6627  
[greg.ramon@phoenix.gov](mailto:greg.ramon@phoenix.gov)

Mr. Dan Lueder  
Utilities Director  
City of Cottonwood, AZ  
(928) 634-8033 ex 11  
[dlueder@ci.cottonwood.az.us](mailto:dlueder@ci.cottonwood.az.us)

Mr. Scott Ham  
Water Superintendent  
Silver Creek Water Corp.  
Sellersburg, IN  
(812) 246-2889

Mr. Jerry Martin  
Director of Public Works  
City of Palos Heights, IL  
(708) 361-1806

Mr. John Crooks  
Water Superintendent  
City of Shakopee, MN  
(952) 445-1988  
[jmar40@aol.com](mailto:jmar40@aol.com)

## INSURANCE REQUIREMENTS

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

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident, \$500,000 – Policy Limit  
\$500,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

### 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  
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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. 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 and the proposal will be awarded to the next highest rated proposer or result in creation of a new request for proposals.

ACCEPTED & AGREED THIS 21<sup>st</sup> DAY OF December, 2008

John H. Van Asdel

Authorized to execute agreements for:

Signature

John H. Van Asdel - Vice President

M.E. Simpson Co., Inc.

Printed Name & Title

Name of Company

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2008

PRODUCER (219)464-3511 FAX: (219)510-6427  
General Insurance Services  
  
P.O. Box 1818  
Valparaiso IN 46384  
  
INSURED  
M E Simpson Co Inc  
3406 Enterprise Ave  
Valparaiso IN 46383

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Indiana Insurance Co.	22659
INSURER B: Netherlands	24171
INSURER C: Peerless	24198
INSURER D:	
INSURER E:	


## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form	CBP9452660	12/23/2008	12/23/2009	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9452760	12/23/2008	12/23/2009	COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CU9453060	12/23/2008	12/23/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9452860	12/23/2008	12/23/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	OTHER				E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
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 with respect to General Liability. Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverages.

CERTIFICATE HOLDER  
(708) 403-9212  
Village of Orland Park  
Denise Domalewski, Contract Administrator  
14700 S. Ravinia Avenue  
Orland Park, IL 60462

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
Mark Behrendt/DIANEH 



Policy Number: WC 9452860	Policy Period: From 12:01 AM 12/23/2008 To 12:01 AM 12/23/2009	
Coverage Is Provided In	PEERLESS INSURANCE COMPANY - A STOCK COMPANY	NCCI Number: 11355
Named Insured: M E SIMPSON CO INC	Agent: GENERAL INSURANCE SERVICES INC	
	Agent Code: 0002254	
Federal Employer ID Number: 350474720	Filing Number: 917722781	

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

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

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

### SCHEDULE

VILLAGE OF ORLAND PARK

14700 S RAVINIA AVENUE

ORLAND PARK IL 60462

Forming a part of

Policy Number: CBP 9452660

Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY

Named Insured:  
M E SIMPSON CO INC.

Agent:  
GENERAL INSURANCE SERVICES INC

Agent Code: 0002254

Agent Phone: (219)-464-3511

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule below.

**SCHEDULE**

**Name of Person or Organization:**

VILLAGE OF ORLAND PARK  
14700 S RAVINIA AVE  
ORLAND PARK IL 60462

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

Policy Number: CBP 9452660

Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY

Named Insured:  
M.E SIMPSON CO INC

Agent:  
GENERAL INSURANCE SERVICES INC

Agent Code: 0002254 Agent Phone: (219)-464-3511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance under the

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The following endorsement provision does not apply when "X" is shown in the space provided below:

- Provision C. PROPERTY DAMAGE – BORROWED EQUIPMENT does not apply
- Provision D. PROPERTY DAMAGE – CUSTOMERS' GOODS does not apply
- Provision G. MEDICAL PAYMENTS EXTENSION does not apply
- Provision I. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT does not apply
- Provision J. ADDITIONAL INSURED – VENDORS does not apply
- Provision K. BROAD FORM NAMED INSURED does not apply
- Provision L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES does not apply
- Provision M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT does not apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I), exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

## B. NON-OWNED WATERCRAFT

Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provision (2)(a) of exclusion g. **Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2). A watercraft you do not own that is:
  - (a) Less than 51 feet long; and

## C. PROPERTY DAMAGE – BORROWED EQUIPMENT

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provision (4) of exclusion j. **Damage To Property** does not apply to "property damage" to borrowed equipment while that equipment is not being used to perform operations at the job site.

2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision C. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

3. This endorsement provision C. does not apply when it is shown in the Schedule as not applicable.

## D. PROPERTY DAMAGE – CUSTOMERS' GOODS

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provisions (3), (4) and (6) of exclusion j. **Damage To Property** do not apply to "property damage" to "customers' goods" while on your premises.

2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision D. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

3. The following is added to **SECTION V – DEFINITIONS**:

"Customers' goods" means property of your customer on your premises for the purpose of being worked on or used in your manufacturing process.

4. This endorsement provision D. does not apply when it is shown in the Schedule as not applicable.

## E. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provisions (3), (4) and (6) of exclusion j. **Damage To Property** do not apply if such "property damage" results from the use of elevators.

2. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision E. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

## F. DAMAGE BY FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE

If **Damage To Premises Rented To You** is not otherwise excluded from this Coverage Part:

1. Under subsection 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**:

a. The fourth from the last paragraph of exclusion j. **Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You** as described in **SECTION III – LIMITS OF INSURANCE**.

b. The last paragraph of subsection 2. **Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

2. Paragraph 6. under **SECTION III – LIMITS OF INSURANCE** is 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 for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner. This limit is the greater of:

a. \$300,000; or

b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

3. The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" where it appears in:

a. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. Other Insurance, paragraph b. **Excess Insurance**, subparagraph (1)(b); and

b. **SECTION V – DEFINITIONS**, paragraph 9.a.

#### G. **MEDICAL PAYMENTS EXTENSION**

1. **SECTION III – LIMITS OF INSURANCE**, paragraph 7. is replaced by the following:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

a. \$15,000; or

b. The Medical Expense Limit shown in the Declarations.

2. Under provision 1. **Insuring Agreement of COVERAGE C MEDICAL PAYMENTS (SECTION I)**, the second subparagraph (2) of paragraph a. is replaced by the following:

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

3. This endorsement provision G. does not apply when:

a. It is shown in the Schedule as not applicable; or

b. **COVERAGE C. MEDICAL PAYMENTS (SECTION I)** is otherwise excluded from this Coverage Part.

#### H. **EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 1.b. is replaced by the following:

b. Up to \$2500 for cost of bail 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.

2. Paragraph 1.d. is replaced by the following:

d. 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 \$300 a day because of time off from work.

#### I. **ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT**

Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability arising out of:

a. Your ongoing operations performed for that person or organization; or

b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision I. does not apply:
  - a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
  - b. To "bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
  - c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities;
  - d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
  - e. To any person or organization included as an insured under provision J. of this endorsement;
  - f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy; or
  - g. When it is shown in the Schedule as not applicable.

#### J. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, 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 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 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; or
  - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This endorsement provision J. does not apply when it is shown in the Schedule as not applicable.

**K. BROAD FORM NAMED INSURED**

- 1. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period.

- 2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock.

- 3. Paragraph 2. of this endorsement provision K. does not apply to a policy written to apply specifically in excess of this policy.

- 4. This endorsement provision K. does not apply when it is shown in the Schedule as not applicable.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

- 1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

- 2. This endorsement provision L. does not apply when it is shown in the Schedule as not applicable.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

- 1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under paragraph 1. of **SECTION II – WHO IS AN INSURED** or a person who has been designated by them to receive reports of occurrences, offenses, claims and "suits" shall have received such notice from the agent, servant or "employee".

- 2. This endorsement provision M. does not apply when it is shown in the Schedule as not applicable.

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state. This does not apply to provisions that are shown in the Schedule as not applicable.

**O. BODILY INJURY REDEFINED**

Under **SECTION V – DEFINITIONS**, definition 3. is replaced by the following:

- 3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.