

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

**Legistar File ID#:** 2013-0109

**Innoprise Contract #:** C13-0031

**Year:** 2013-15

**Amount:**

**Department:** PW - Doug Medland

**Contract Type:** Service

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

**Contract Description:** Hydrant Flow Testing 2013-15  
2013/2014 \$48.00/hydrant  
2015 \$50.00/hydrant  
including \$5.00/hydrant for door tagging

**MAYOR**  
Daniel J. McLaughlin

**VILLAGE CLERK**  
David P. Maher

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

[www.orland-park.il.us](http://www.orland-park.il.us)



**VILLAGE HALL**

**TRUSTEES**

Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich

March 26, 2013

Mr. John H. Van Arsdel  
M.E. Simpson Co., Inc.  
3406 Enterprise Avenue  
Valparaiso, Indiana 46383-6953

**RE: NOTICE TO PROCEED - Hydrant Flow Testing and Flushing 2013-15**

Dear Mr. Van Arsdel:

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 March 11, 2013.

Please contact Doug Medland at 708-403-6198 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.

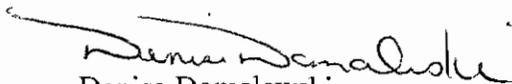
For your records, I have enclosed one (1) original executed contract dated March 6, 2013 for an amount not to exceed per hydrant:

<u>YEAR</u>	<u>COST/HYDRANT</u>
2013/2014	\$48.00/hydrant *
2015	\$50.00/hydrant *

\*Includes \$5.00 optional door tagging fee. This service is at the Village's discretion.

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

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: John Ingram  
Doug Medland

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
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VILLAGE HALL

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March 6, 2013

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

**NOTICE OF AWARD – Hydrant Flow Testing for Main Capacity**

Dear Mr. Van Arsdel:

This notification is to inform you that on March 4, 2013, 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 January 16, 2013, for Hydrant Flow Testing for Main Capacity for an amount not to exceed:

<u>Year</u>	<u>Fee/Hydrant *</u>
2013	\$48.00
2014	\$48.00
2015	\$50.00

\*includes optional door tagging

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 March 20, 2013.

1. Enclosed is the Contract for Hydrant Flow Testing for Main Capacity. 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.

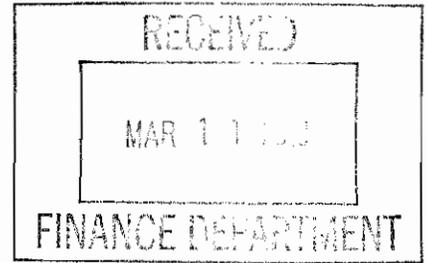
**Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement 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,

Contract Administrator

cc: John Ingram  
Doug Medland

**VILLAGE OF ORLAND PARK**  
**Hydrant Flow Testing for Main Capacity**  
**(Contract for Services)**



This Contract is made this **6th day of March, 2013** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and M.E. Simpson Co., 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 as it is responsive to the VILLAGE'S RFP requirements
- All Certifications required by the Village
- Certificates of insurance

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

*Perform flow testing of fire hydrants in the water distribution system within the Village of Orland Park in accordance with AWWA's M-17 manual to determine main capacity for approximately 4,000 fire hydrants*

(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:

Year	Hydrant Flowed	Door Tagging	Total Cost per Hydrant Flowed with Tagging *
2013	\$43.00	\$5.00	\$48.00 *
2014	\$43.00	\$5.00	\$48.00 *
2015	\$45.00	\$5.00	\$50.00 *

**\*At the VILLAGE’s discretion, fire hydrant flow tests may be completed with or without door tagging. If door tagging is not selected, signs will be placed in the area of flow testing each day in order to inform residents of the program.**

**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 from that date until final completion. This Contract shall terminate upon completion of the WORK or December 31, 2015, 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

**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: johnnyv@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: Paul G. Grimes  
Village Manager  
Its: \_\_\_\_\_  
Date: 3/14/13

FOR: THE CONTRACTOR  
By:   
Print Name: John H. Van Arsdale  
Its: Vice President  
Date: 3/7/13

# PROPOSAL FEE

January 16, 2013

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Fire Hydrant Flow Testing Program for the Village of Orland Park, Illinois. The Fire Hydrant Flow Testing Program will be conducted on approximately **4,000** fire hydrants (over a period of 3 years) in the Utility's water distribution system. M.E. Simpson Co., Inc. will perform this service with one of our two man teams, with all necessary equipment, described within this document, furnished by M.E. Simpson Co., Inc. All procedures will be followed as described within this document. All travel, lodging and meals are included in the proposal price. The program will also include a complete individual hydrant flow test report, contained in our Online Polcon® Pro-Hydrant database available on line and a final comprehensive report.

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Year	Hydrant Flowed	Door Tagging	Total Cost Per Hydrant Flowed With Tagging	Hydrants Per year	Total Cost Per year
2013	\$43.00	\$5.00	\$48.00*	1,333	\$63,984.00
2014	\$43.00	\$5.00	\$48.00*	1,333	\$63,984.00
2015	\$45.00	\$5.00	\$50.00*	1,333	\$66,650.00

\*At the utility's discretion, fire hydrant flow tests may be completed without door tagging and will be assessed the per hydrant fee without the \$5.00 charge per door tag. Should the Utility chose not to use door tagging signs will be placed in the area of flow testing each day. to inform residents of the program.

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We thank you for this opportunity to acquaint you with our Fire Hydrant Flow Testing proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.

Sincerely Yours,



John H. Van Arsdel  
Vice President  
JHV/jph

**PROPOSAL SUMMARY SHEET**

**Hydrant Flow Testing 2013-2015**

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: 3406 Enterprise Avenue

City, State, Zip: Valparaiso, IN 46383

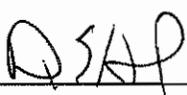
Contact Name: John H. Van Arsdel

Phone: 800-255-1521 Fax: 888-531-2444

E-Mail address: johnnyv@mesimpson.com

FEIN#: 35-1474720

Description	Unit Price
Cost per hydrant (2013)	\$ 48.00*
Cost per hydrant (2014)	\$ 48.00*
Cost per hydrant (2015)	\$ 50.00*

Signature of Authorized Signee: 

Title: President

Date: 1/16/13

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal.  
(Note: At least 60 days should be allowed for evaluation and approval)

\*Pricing includes door tagging at \$5.00 each (Ex.\$43.00 for hydrant flow testing and \$5.00 for door tagging = \$48.00) At the utilities discretion door tagging may be dropped. If the utility chooses this option signs will be placed in the area to be flow tested on the designated dates for the area.

**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.

Is a \_\_\_\_\_ Corporation: State of incorporation: Indiana  
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.

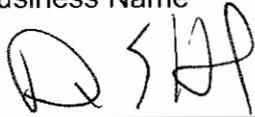
In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

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 Company, Inc.

(Corporate Seal)

Business Name \_\_\_\_\_



\_\_\_\_\_  
Dan E. Hood

Signature

Print or type name

\_\_\_\_\_  
President

\_\_\_\_\_  
1/16/2013

Title

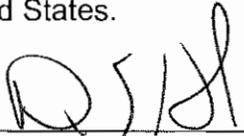
Date

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

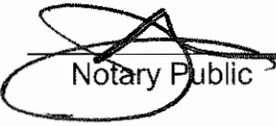
**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

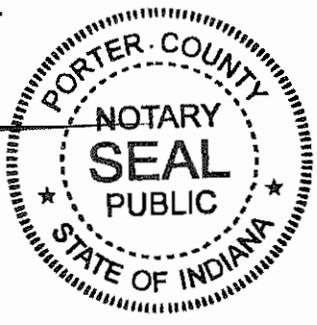
I, Dan E. Hood, being first duly sworn certify  
and say that I am President  
(insert "sole owner," "partner," "president," or other proper title)

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.

  
\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 16<sup>th</sup> Day  
of January, 2013.

  
\_\_\_\_\_  
Notary Public



## SEXUAL HARASSMENT POLICY

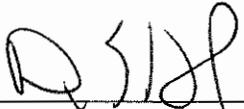
Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"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)

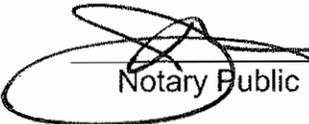
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

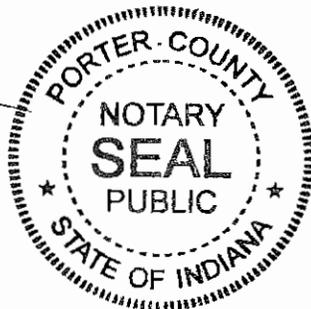
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Dan E. Hood \_\_\_\_\_, having submitted a proposal for  
M.E. Simpson Co., Inc. \_\_\_\_\_ (Name of Contractor) for  
Fire Hydrant Flow Testing \_\_\_\_\_ (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:  \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 16th Day  
of January, 2013.

 \_\_\_\_\_  
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



**TAX CERTIFICATION**

I, Dan E. Hood, having been first duly sworn depose and state as follows:

I, Dan E. Hood, am the duly authorized agent for M.E. Simpson Co., Inc., which has

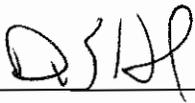
submitted a proposal to the Village of Orland Park for

Hydrant Flow Testing for Main Capacity and I hereby certify  
(Name of Project)

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

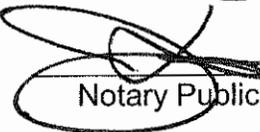
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

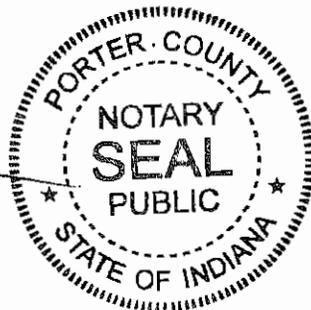
- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: 

Title: President

Subscribed and Sworn To  
Before Me This 16<sup>th</sup> Day  
of January, 2013.

  
Notary Public



## PROFESSIONAL REFERENCES

(Please Print or Type)

ORGANIZATION Village of Westmont, Illinois

ADDRESS 39 E. Burlington

CITY, STATE, ZIP Westmont, Illinois 60559

PHONE NUMBER 630-878-4507

CONTACT PERSON Mike Ramsey

DATE OF PROJECT 2010, 2012

ORGANIZATION Village of Downers Grove, Illinois

ADDRESS 5101 Walnut Avenue

CITY, STATE, ZIP Downers Grove, Illinois

PHONE NUMBER 630-434-5462

CONTACT PERSON David Bird

DATE OF PROJECT 2009-2012

ORGANIZATION Village of Lansing, Illinois

ADDRESS 3300 171st Street

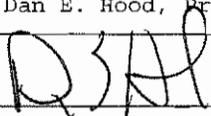
CITY, STATE, ZIP Lansing, Illinois 60438

PHONE NUMBER 708-895-7221

CONTACT PERSON Ron Bannon

DATE OF PROJECT 2011

Proposer's Name & Title: Dan E. Hood, President

Signature and Date: 

**INSURANCE REQUIREMENTS**

*Please submit a policy Specimen Certificate of Insurance showing bidder'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  
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

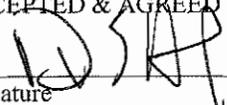
**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$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 bidder 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 bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 16 DAY OF January, 2013

  
\_\_\_\_\_  
Signature  
Dan E. Hood, President  
\_\_\_\_\_  
Printed Name & Title

Authorized to execute agreements for:  
M.E. Simpson Co., Inc.  
\_\_\_\_\_  
Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2013

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 181B Valparaiso IN 46384	<b>CONTACT NAME:</b> Diane Heller <b>PHONE (A/C No. Ext):</b> (219) 464-3511 <b>FAX (A/C No.):</b> (219) 510-6427 <b>E-MAIL ADDRESS:</b> dheller@genins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American Economy Ins Co</td> <td></td> <td>19690</td> </tr> <tr> <td>INSURER B: GENERAL INS OF AMERICA</td> <td></td> <td>24732</td> </tr> <tr> <td>INSURER C: American States/Safeco</td> <td></td> <td></td> </tr> <tr> <td>INSURER D: American States Ins Co</td> <td></td> <td>19704</td> </tr> <tr> <td>INSURER E: CSU Producer Resources, Inc.</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: American Economy Ins Co		19690	INSURER B: GENERAL INS OF AMERICA		24732	INSURER C: American States/Safeco			INSURER D: American States Ins Co		19704	INSURER E: CSU Producer Resources, Inc.			INSURER F:	
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<b>INSURED</b> M E SIMPSON CO INC 3406 ENTERPRISE AVE VALPARAISO IN 46383																					

**COVERAGES**      **CERTIFICATE NUMBER: CL12121313356**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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			02CE22510420	12/23/2012	12/23/2013	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
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			24CC30532010	12/23/2012	12/23/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			01SU426312-01	12/23/2012	12/23/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	04WC53903810	12/23/2012	12/23/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
E	PROFESSIONAL LIABILITY			CSU0027501	4/25/2012	4/25/2013	\$1,000,000
B	PROFESSIONAL LIABILITY			1hz736089	10/1/2012	4/25/2013	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional 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 additional insureds in regards to general liability and workers compensatoin coverages. see attached forms WC0003 13 4-84, CG2404 0509, CG768 10 02, CG8674 10 02

<b>CERTIFICATE HOLDER</b>  Village of Orland Park Denise Domalewski, Contract Administrator 14700 S Ravinia Ave 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Mark Behrendt/DIANEH

M E Simpson Co., Inc.  
04WC53903810

WC 00 03 13  
(4-84)

**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 any one not named in the Schedule.

Schedule

Village of Orland Park, Orland Park, IL

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M E Simpson Co., Inc.

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

POLICY NUMBER: 02CE22510420

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Person Or Organization:</b>
Village of Orland Park, Orland Park, IL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 above.

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

**ADDITIONAL INSURED PRIMARY  
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Village of Orland Park, Orland Park, IL

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

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person or organization shown in the Schedule subject to the following provisions:

1. The additional insured is an insured but only for liability directly resulting from:
  - a. your ongoing operations for the additional insured whether the work is performed by you or for you; or
  - b. the general supervision of your ongoing operations by the additional insured.
2. This insurance does not apply to:
  - a. "Bodily injury" or "property damage" arising out of any act or omission of, or for defects in design furnished by or for, the additional insured or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A person's or organization's status as an additional insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on

you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

The insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy, or
- b. The coverage and/or limits required by the contract, agreement or permit.

With respect to the insurance afforded the additional insured, paragraph 4. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

**4. Other Insurance**

- a. This insurance is primary and noncontributory, and our obligations are not affected by any other insurance where the additional insured is the Named Insured, whether primary, excess, contingent, or on any other basis; however, the defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- b. This additional provision applies only to the additional insured shown in the Schedule and the coverage provided by this endorsement.

M E Simpson Co., Inc.

COMMERCIAL GENERAL LIABILITY  
CG 86 74 10 02

02CE22510420

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

## **CONTRACTORS LIABILITY PLUS ENDORSEMENT**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name of Person or Organization:

Village of Orland Park, Orland Park, Il.

#### **DUTY TO DEFEND**

Paragraph a. of SECTION I — COVERAGE A and COVERAGE B is replaced by the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal injury and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. Our duty to defend begins once you notify us of a "suit" as described in SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.b. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", or "personal injury or advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" 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 under COVERAGES A or B or medical expenses under COVERAGE C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B.

#### **EMPLOYERS LIABILITY**

The last paragraph of exclusion e. of SECTION I — COVERAGE A is replaced by the following:

This exclusion does not apply to liability assumed by the insured under an "insured contract" except for that part of a contract or agreement that indemnifies any person or organization for their sole liability.

## WRONGFUL EVICTION

The following exclusion is added to **SECTION I — COVERAGE B:**

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises arising out of any:

- (1) "property damage" to the room, dwelling or premises; or
- (2) "bodily injury" sustained through occupancy of a room, dwelling or premises.

## ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

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

5. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury," "property damage," "personal and advertising injury."
- b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
  - (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
    - (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
    - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
  - (2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;
  - (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
- (4) Permits Issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of operations performed for the state or municipality;

- c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (2) Supervisory, inspection or engineering services.
- d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."
- e. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- f. No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

- g. The defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- h. The insurance provided will not exceed the lesser of:
  - (1) The coverage and/or limits of this policy, or
  - (2) The coverage and/or limits required by said contract, agreement or permit.

**NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY**

Exclusion g. of SECTION I — COVERAGE A is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the

equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."

- (6) An aircraft you do not own provided it is not operated by any insured.

**TENANTS' PROPERTY DAMAGE LIABILITY**

When Damage To Premises Rented To You Limit is shown in the Declarations, SECTION I — COVERAGE A, exclusion j., is replaced by the following:

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III — LIMITS OF INSURANCE. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

Paragraph 6. of Section III is replaced by the following:

6. Subject to 5. above, the Damage To Property 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, while rented to you or temporarily occupied by you with permission of the owner.

The Tenants' Property Damage To Premises Rented To You Limit is the higher of \$200,000 or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

#### **WHO IS AN INSURED — MANAGERS**

The following is added to Paragraph 2.a. of **SECTION II — WHO IS AN INSURED**:

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

#### **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS**

Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- b. Up to \$2,000 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.

#### **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — INDEMNITEES AND ADDITIONAL INSUREDS**

Paragraph 2.f.(1) (d) of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- (d) Cooperate with us with respect to coordinating other applicable insurance and self-insured

retention available to the indemnitee; and

#### **EMPLOYEES AS INSUREDS — HEALTH CARE SERVICE**

Provision 2.a.(1) d. of **SECTION II — WHO IS AN INSURED** is deleted, unless excluded by separate endorsement.

#### **EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS**

Provision 4.a. of **SECTION II — WHO IS AN INSURED** is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

#### **EXTENDED "PROPERTY DAMAGE"**

Exclusion a. of **SECTION I — COVERAGE A** is amended to read:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **INCREASED MEDICAL EXPENSE LIMIT**

The medical expense limit is amended to \$10,000.

#### **KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** Duties In The Event Of Occurrence, Offense, Claim Or Suit of:

Knowledge of an "occurrence," claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

#### **INSURED CONTRACT**

The following definition is added to **SECTION V — DEFINITIONS**, Definition 9. "insured contract" paragraph f.:

- (4) That part of any contract or agreement that indemnifies any person or organization for the indemnitee's sole tort liability.

## OTHER INSURANCE

The first paragraph of Other Insurance of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If other valid and collectible insurance, or any self-insured retention, is available to the insured for a loss we cover under **COVERAGE A** or **B** of this Coverage Part, our obligations are limited as follows:

### METHOD OF SHARING

The second paragraph of Method of Sharing of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If any of the other insurance does not permit contribution by equal shares or is subject to a self-insured retention, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or self-insured retention or both combined to the total applicable limits of insurance of all insurers and the amount of any self-insured retention.

## UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## LIBERALIZATION CLAUSE

The following paragraph is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.