

Contract #385

Clerk's Contract and Agreement Cover Page

Year: 2008 **Legistar File ID#:** 2007-0627
Multi Year: **Amount:** \$167,000.00

Contract Type: Services
Contractor's Name: M.E. Simpson Co., Inc.
Contractor's AKA:
Execution Date: 10/30/2007
Termination Date: 9/30/2011
Renewal Date:
Department: Public Works
Originating Person: John Ingram

Contract Description: Hydrant Flow Testnig and Flushing 2007-2011



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

October 30, 2007

Mr. Michael Simpson
M.E. Simpson Co., Inc.
3406 Enterprise Avenue
Valparaiso, Indiana 46383-6953

RE: NOTICE TO PROCEED - Hydrant Flow Testing and Flushing 2007-2011

Dear Mr. Simpson:

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 October 29, 2007.

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 October 30, 2007 for an amount not to exceed per hydrant:

<u>YEAR</u>	<u>COST/HYDRANT</u>
2007/08	\$39.00/hydrant
2008/09	\$42.00/hydrant
2009/10	\$42.00/hydrant
2010/11	\$44.00/hydrant

It is estimated that one thousand (1,000) hydrants per year will be tested for a total contract amount of One Hundred Sixty-Seven Thousand and No/100 (\$167,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Contract Administrator

cc: John Ingram
Judv Konow



VILLAGE HALL

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

**VILLAGE OF ORLAND PARK
(Contract for Services)**

This Contract is made this 30th day of October, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and M.E. Simpson Co. Inc. of Valparaiso, Indiana (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 submitted by Contractor on September 26, 2007 to the extent it does not conflict with this contract.
- All Certifications required by the Village
- Certificates of insurance

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:

Flow testing of fire hydrants to determine main capacity over a four year period.

(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:

<u>YEAR</u>	<u>COST / Hydrant</u>
2007/08	\$39.00/hydrant
2008/09	\$42.00/hydrant
2009/10	\$42.00/hydrant
2010/11	\$44.00/hydrant

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 as agreed with the Director of Public Works or his designee from that date. This Contract shall terminate upon completion of the WORK or September 30, 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.

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:
Michael Simpson
CEO
M.E. Simpson Co. Inc.
3406 Enterprise Avenue
Valparaiso, Indiana 46383-6953
Telephone: 1-800-255-1521
Facsimile: 1-888-531-2444
e-mail: 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: [Signature]
Print Name: Robert S. Zedler, Jr.
Its: Village Manager
Date: 10-30-07

FOR: THE CONTRACTOR
By: [Signature]
Print Name: Michael D Simpson
Its: CEO
Date: 10-26-07

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing



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

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

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

September 26, 2007

Village Clerk's Office
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

To Whom It May Concern:

M.E. Simpson Co., Inc. is pleased to present our "Proposal for Fire Hydrant Flow Testing and Flushing" for the Village of Orland Park, Illinois.

M.E. Simpson Co., Inc. is a **Technical Service Company** performing services designed to aid a utility in improving accountability, increasing revenues, heightening distribution system performance and optimizing 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:

- ◆ **Scope of Services**
- ◆ **Project Scope**
 - Project Overview
 - Utility Participation Requirements
 - Equipment Used
 - Safety
- ◆ **Qualifications / Personnel**
- ◆ **References**
- ◆ **Hydrants to be Tested**
- ◆ **Proposed Project Schedule**
- ◆ **Proposal Fee**

We thank you for your consideration and this opportunity to acquaint you with our Fire Hydrant Flow Testing and Flushing 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,

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

John H. Van Arsdel
Vice President
JHV/jph

SCOPE OF SERVICES

M.E. Simpson Company, Inc. is a **Technical Service Company**. Our services are designed to aid water utilities improve accountability and increase revenues by maximizing distribution system performance and optimizing distribution system data, records, and mapping programs. As a part of our services we also manufacture the Polcon[®] flow and pressure monitoring equipment. Our waste water services provide improvement to collection systems through flow monitoring, smoke testing, and manhole inspections.

- ◆ **Water Loss Control Survey/Audit** – using the International Water Association water audit format to track water input/output of a water system.
- ◆ **Large Meter Evaluation and Maintenance** – includes proper meter sizing, selection, testing, repair and post-test when needed for master and commercial meters.
- ◆ **Water Distribution Leak Survey** – designed to pinpoint areas of leaks in the distribution system, document the locations and estimate losses.
- ◆ **Water Distribution System Valve Assessment** – locating all main line valves, exercising, documenting the data, and placing information into our Polcon Pro-Valve[®] database.
- ◆ **Fire Hydrant Flow Testing and Flushing** – flow testing hydrants for water main carrying capacity indicating correct fire flows.
- ◆ **Water Distribution System Flow Measuring and Testing** – determining “C” factors, 24-hour flow monitoring, pump curves, and district flow measurements.
- ◆ **Unidirectional Water Main Flushing** – operating main line valves and flushing directionally to remove debris and sediment out of the distribution system.
- ◆ **GPS Locating and CAD Mapping** – updating atlases by collecting GPS coordinates, field information, and line locating mains. The collected information is entered into updated CAD base maps.
- ◆ **Sanitary Sewer and Storm Sewer Flow Monitoring** – installation of flow monitoring devices, maintaining and recording bi-weekly flow data to show flow patterns of the collection system.
- ◆ **Smoke Testing** – identifying deficiencies including downspout connections, area drains, service laterals, and leaks in the sewers.
- ◆ **Manhole Inspection and Inventory** – collecting data for manhole structure conditions including line size, flow direction, and depth of invert.
- ◆ **Water Service Connection Inspection and Inventory Program** – inspecting commercial meter settings and backflow devices and entering inventory into a database.
- ◆ **Polcon[®] Flow and Pressure Monitoring Equipment** – custom manufacturing of flow monitoring and pressure measurements designed for practical field applications.

PROJECT SCOPE

The **Fire Hydrant Flow Testing and Flushing** program is conducted in the field by our Project Team (M.E. Simpson Co., Inc. uses **TWO** trained technicians on each team). M.E. Simpson Co., Inc. furnishes all necessary equipment and a two-man crew to perform the work. We will operate and flow all designated fire hydrants in the system in accordance with AWWA standards (American Water Works Association Manual M-17, "Installation, Field Testing and Maintenance of Fire Hydrants".) The important operation, location and flow test details of the hydrant tests will be noted and compiled on our "Hydrant Flow Testing Project Report" and submitted to your office for your permanent records.

M.E. Simpson Co., Inc. personnel will meet with the *Utility* to review the project guidelines and answer any questions on procedures.

Prior to developing the Fire Hydrant Flow Testing and Flushing program it is important to identify any pressure zones in the distribution system. This will be done through a combined effort from M.E. Simpson Co., Inc. and the *Utility* during the meeting mentioned above.

M.E. Simpson Co., Inc. takes great care when operating, flow testing, and flushing the customer's fire hydrants in their water distribution system. Even with our years of experience in water system operations problems occasionally occur. Any valves or fire hydrants that break or fail during the flushing and flow testing program will be repaired or replaced at the expense of the *Utility*. **M.E. Simpson Co., Inc. cannot be held responsible for:** possible valve or hydrant failures during operation, damage done to the water system during fire hydrant flushing and flow testing (i.e.: water leaks, discolored water, turbidity, etc.), or possible damage to the *Utility's* individual water customer.

PROJECT OVERVIEW

CUSTOMER NOTIFICATION

Customer Billing Mailer

M.E. Simpson Co., Inc. will provide the *Utility* an informational letter briefly explaining the fire hydrant flow testing program to include with the customer's normal water bill. Frequently, special mailings are used for customer notification. If you choose a special mailing, the *Utility* will be responsible for the postage and printing costs.

Media Notification

M.E. Simpson Co., Inc. will be happy to develop a press release to briefly explain the fire hydrant flow testing program and the areas effected. It then becomes the *Utility's* responsibility to send the press releases to: local newspapers, local radio stations, and the cable company. This type of customer notification can greatly reduce the number of customer complaints about dirty water.

Door Hangers

The Project Team will go door-to-door forty-eight hours before the scheduled flushing and hang door hangers that explain when the fire hydrants will be flow tested and flushed in the area. We will also note on the door hanger about the potential for discolored water and the potential damage to clothing. We will place our toll free number on the door hanger so that the water customer can call and ask questions.

NUMBERING

All of the fire hydrants will be recorded on the water atlas and assigned numbers, using the *Utility's* existing numbering system or by creating a numbering system, prior to the development of the fire hydrant flow testing program. This data is critical to establishing an effective and water conserving fire hydrant flow testing program.

TESTING & FLUSHING

Hydrant Information

All of the pertinent information for each fire hydrant that is flow tested will be documented. This data is critical to establishing an ongoing flow testing and maintenance program. The following is a list of the information gathered and recorded.

- ◆ Fire hydrant nozzle size used for each test
- ◆ Residual pressure
- ◆ Static pressure
- ◆ Flow rate in GPM (gallons per minute)
- ◆ The amount of time it takes to flush each fire hydrant
- ◆ An estimate of the water used during the operation of each fire hydrant
- ◆ The date tested and technicians operating the fire hydrant
- ◆ The hydrant address or location
- ◆ Hydrants that are in need of repair, painting, color coding, or have operation defects will be noted.

Energy Dissipation

Fire hose and deflection tubes are utilized, as required, to direct flushing water away from traffic, pedestrians, underground utility vaults, and private property.

Pressure Readings

Pressure gauges are used to determine the residual pressure during the flow testing process while insuring that the distribution system pressure remains above 20 psi. Any incidents of the distribution system being unable to supply a residual of 20 psi in the surrounding area will be brought to the immediate attention of the *Director / Superintendent*.

Fire Hydrant Closure, Drainage & Leakage

After the fire hydrant has been flushed, M.E. Simpson Co., Inc. will verify that the hydrant is seated and is draining properly. We will also check the fire hydrant with a FCS S30 or L-MIC electronic listening device to ensure that the hydrant is not leaking. A majority of fire hydrant leaks go unnoticed because they are small leaks draining out through the drain holes at the base of the hydrant, using the FCS S30 or L-MIC will help to eliminate that.

REPORTS

Daily Report

Each morning M.E. Simpson Co., Inc's Project Team will meet with the *Utility's* assigned contact person to review the daily flushing schedule. At the end of each day, or as requested, a list of any broken or inoperable valves or hydrants will be turned in.

Fire Hydrant Flow Testing Program Documentation

Each step of the fire hydrant flow testing program will be identified and the hydrants used for each flow test will be documented in a fire hydrant flow testing report. The information can also be placed in **Pro-Hydrant**[®], a fire hydrant database. This documentation allows for the flow testing program to be repeated at a later date.

Pro-Hydrant[®]

This software program is designed to be a complete system for your *Utility* to establish an effective fire hydrant flow testing, flushing and maintenance program. The software provides an inventory record system, hydrant maintenance and scheduling. The software includes a complete hydrant flow testing program for calculating flow test results. Pro-Hydrant[®] is a hydrant record database (ODBC). **System requirements** for Pro-Hydrant[®] include: 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.

UTILITY PARTICIPATION REQUIREMENTS

M.E. Simpson Co., Inc. requires two copies of the current water atlas, a copy of your most current fire hydrant records and access to your field personnel for periodic consultation to successfully complete the program

EQUIPMENT USED

FCS S30 or L-MIC electronic listening device
Fire hose and deflection tubes

SAFETY

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 Confined Space Entry & Self-Rescue, Workplace First Aid, CPR & AED, and Traffic Control. While in the field on your project M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff, and the general public.

The Project Manager and Project Leader will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an **OSHA 10 Hour Card**.

Work done in a "*confined space*" such as pit, vault, or manhole will be treated in accordance with the safety rules regarding Confined Space Entry designated by the *Utility*, the *Department of Labor* and *OSHA*. Our personnel are trained and certified in Confined Space Entry & Self-Rescue.

We will follow all safety rules regarding First Aid, CPR & AED use designated by the *Utility*, the *Department of Labor* and *OSHA*. Our personnel are trained and certified in First Aid, CPR & AED's by the American Red Cross.

We will follow all traffic safety rules, using two-man teams, designated by the *Utility*, the *Department of Labor*, *OSHA*, the *Manual on Uniform Traffic Control Devices* and the *State Department of Transportation*. Our personnel are trained and certified, by the American Traffic Safety Services Association, in Flagging and Traffic Control for Utility Operations.

QUALIFICATIONS / PERSONNEL

PRIMARY LINES OF BUSINESS

M.E. Simpson Co., Inc. is a **Technical Service Company** performing services 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.

LENGTH OF SERVICE

In 1979, M.E. Simpson Co., Inc. was formed to provide "**Technical Services**" to Municipal and Private Water Utilities. M.E. Simpson Co., Inc. was founded by Marvin E. Simpson who had spent the twenty four years prior to 1979 working within the water works industry for a few major manufacturers of piping, valves, and water meters. The company began operations in Rochester, Indiana and moved the corporate headquarters to Valparaiso, Indiana in 1988. In 1989, the Indiana Section of AWWA honored Marvin with the "Water Wheel Award" for his outstanding service to the water profession. In 1995, Marvin was honored as a life Member of the American Water Works Association.

M.E. SIMPSON CO, INC. EMPLOYEE QUAULIFICATIONS

Michael D. Simpson, CEO, has been with the company since February 1983 after completing two years at Purdue University studying Industrial Technology. Michael developed many of the techniques used today by M.E. Simpson Co., Inc. for performing water distribution system evaluations. Michael has completed classes and given lectures on hydraulics specifically related to the Polcon[®] Flow Testing equipment and performed flow testing from 1986 through 1998. He has been personally responsible for over 100 water distribution evaluation programs. In addition, Michael is experienced in sewer flow monitoring using ISCO equipment, experienced in sewer smoke testing, and manhole inspections. Michael has maintained an active role in several local and state water works organizations. Michael has held offices on various Boards of Directors, as well as served on various committees. At this time, Michael is Chair - "**Water for People**" committee for the Illinois Section of AWWA; Chair - MAC committee for the Indiana Section of AWWA; and is a member of the **National AWWA "Water Loss Control Committee"**, and a member of the Water Environment Federation (WEF). As a part of his involvement in different organizations Michael continues to teach Water Loss Reduction and Water Distribution System Improvement classes. He is a multi-section member of the AWWA and a member of Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin Rural Water organizations. Michael was awarded the "**Water Wheel Award**" by the Indiana Section for his outstanding contributions to the water profession and the Water-for-People's "**Kenneth J. Miller Founders Award**" for his commitment to their efforts.

Dan E. Hood, President, has been with the company since October 1985. Dan is a graduate of Purdue University with a B.S. in Industrial Technology. Dan has implemented certain computer programs which have greatly improved the water distribution systems evaluations. Having attended classes on hydraulics specifically related to our Polcon[®] flow testing equipment, Dan has ten years of experience performing flow tests. Dan is experienced in sewer flow monitoring using ISCO equipment, experienced in sewer smoke testing, and manhole inspections. Dan has extensive experience in meter evaluation, maintenance and installation. After completing numerous schools and lectures related to the operation and maintenance of water meters he has taught these techniques to employees. Dan was instrumental in pioneering the development of our valve assessment programs and the early development of our Polcon Pro-Valve[®] software and has trained all of our personnel in this area. Dan has taught Water Loss Reduction and Water Distribution System Improvement classes for the Indiana Section of AWWA and the Indiana Department of Environmental Management. Dan has published articles in News Leaks, Indiana Section of AWWA newsletter; Splash, Illinois Section of AWWA newsletter, and American Backflow Prevention Association newsletter. Dan is a multi-section member of AWWA and a member of Indiana and Wisconsin Rural Water organizations as well as the Water Environment Federation (WEF). He currently serves as Chair for the Indiana Section of AWWA. He is also a member of the **National AWWA "Meter Standards" Committee** and the "**Section Management" Committee**. Dan received the Indiana Section's "**Water Wheel Award**" for his outstanding service to the water profession and the Water-for-People's "**Kenneth J. Miller Founders Award**" for his commitment to their efforts.

John H. Van Arsdel, Vice President, has been with the company since May 1989. He is a graduate of Valparaiso University with a B.A. in Geography with an emphasis in locational evaluation and research design. He has completed Water Operators classes and seminars on Water Filtration and Distribution; Vulnerability Assessment Class for the Sandia Labs RAM-W method and the RAM-W "modified" for small to medium systems (*licensed to use the Sandia Labs RAM-W Method, and licensed to teach the RAM-W "modified" for small to medium water systems*); Operation and Maintenance of Water Meters, and Flow Testing. John has extensive experience in the use of state of the art leak detection equipment and meter evaluation and maintenance. His expert knowledge includes the use of the Polcon[®] Flow Testing method in flow testing; valve location, exercising and mapping programs; fire hydrant and main capacity flow testing programs. John is experienced in sewer flow monitoring using ISCO equipment, experienced in sewer smoke testing, and manhole inspections and inventory. John helped develop our Unidirectional Main Flushing Program. He is responsible for the analysis, evaluation, and CAD updating of Water Distribution, Sanitary, and Storm Atlases using GPS locating. He has lectured to several local and state Water Works Organizations on Water Loss Reduction and Flow Testing and served on the North Suburban Water Works Association Board of Directors. John has published articles in News Leaks, Indiana Section of AWWA newsletter; Splash, Illinois Section of AWWA newsletter, John is a multi-section member of the AWWA and a member of Illinois and Wisconsin Rural Water organizations. He currently serves as Chair - Membership Committee of the Illinois Section AWWA, member of the Education Committee for the Illinois Section of AWWA and is a member of the **National AWWA "Water Loss" Committee**.

Matthew S. Brown, Regional Manager-Valparaiso, has been with the company since May 1990. He previously worked in the farming industry. Matt has completed classes and attended lectures related to the operation and maintenance of water meters and backflow testing. He has extensive experience in all aspects of evaluation and maintenance of water meters, valve location, and exercising and mapping programs. Matt is also experienced in the use of state of the art leak detection equipment and the operation of our Polcon[®] Flow Testing equipment. Matt is a member of the Indiana and Michigan Sections of AWWA as well as the Indiana and Michigan Rural Water organizations.

Randahl Lusk, Regional Manager-Dyer, has been with the company since November 2000. He previously worked in retail business. Randy has attended classes and lectures on the operation and maintenance of water meters. Randy has experience in valve location, exercising and mapping, and the use of state of the art leak detection equipment. He is experienced in the operation and maintenance of water meters, fire hydrant, main capacity flow testing, and the operation of our Polcon[®] Flow Testing equipment. Randy is the Sergeant of Arms and Secretary of the South Suburban Water Works Association, member of the Indiana and Illinois Sections of AWWA, and member of the "Tops Ops" and "Young Professionals" Committees in Illinois.

Jeffrey A. Morris, Regional Manager-Indianapolis, has been with the company since March 1996. He previously worked in the plumbing/pipe fitting and construction industry for 12 years. Jeff is a graduate of Lawrence County Vocational/Technical School where he studied Industrial Electricity. Jeff has attended numerous schools, classes and lectures related to the operation, maintenance and installation of water meters and completed classes in plumbing. Jeff has extensive experience in operation, maintenance and installation of water meters; valve location, exercising and mapping; fire hydrant and main capacity flow testing; and use of state of the art leak detection equipment. He is also experienced in the use of all of our Polcon[®] Flow Testing equipment. He has operated and supervised numerous wastewater flow monitoring, smoke testing and mapping projects. He also has knowledge and training in the use of ISCO equipment and its deployment. Jeff is a member of the Indiana and Ohio Sections of AWWA. As a member of the Indiana Section of AWWA, he serves as Chair - Competition Committee and Small Systems Committee. He is a member of Indiana and Ohio Rural Water organizations as well as the Water Environment Federation (WEF), and serves as Chair - Associate Member Events & Exhibits Committee of Indiana Rural Water Association. Jeff received the Indiana Section's "**Water Wheel Award**" for his outstanding service to the water profession.

Todd Schaefer, Regional Manager-Wauconda, has been with the company since July of 1999 after completing three years at Purdue University. He previously worked in production quality control and also worked in the automotive industry. Todd has completed classes and attended lectures on the operation and maintenance of water meters and backflow testing. Todd has extensive experience in valve location, exercising and mapping, and the use of the state of the art leak detection equipment. He is experienced in the operation and maintenance of water meters, fire hydrant and main capacity flow testing, and the operation of our Polcon® Flow Testing equipment. Todd is a member of the South Suburban Water Works Association, Western Wisconsin Water Professionals Association, and the Wisconsin and Illinois Sections of AWWA. Todd serves as a member of the "Meter Madness" Committee, Young Professionals Committee in Illinois, and MAC in Wisconsin.

Scott McElroy, Regional Manager - Phoenix, has been with the company since August 1997. He completed one year at Purdue University in Business Management. Scott previously worked in the construction industry and retail business. He has completed classes and attended lectures on the operation and maintenance of water meters. Scott is experienced in the operation and maintenance of water meters, valve location, exercising and mapping, use of the state of the art leak detection equipment, and the operation of our Polcon® Flow Testing equipment. He has supervised wastewater manhole inspection, inventory, and mapping projects.

Alex Hood, Safety and Training Coordinator, has been with the company since October of 1998. Alex is in the Marine Corps Reserves and is attending Purdue University. He has experience in valve location, exercising and mapping, and the use of the state of the art leak detection equipment. Alex also has experience in the operation and maintenance of water meters, fire hydrant and main capacity flow testing, and the operation of our Polcon® Flow Testing equipment. Alex has attended classes and lectures on the operation and maintenance of water meters. He has operated and supervised wastewater flow monitoring, manhole inspection, smoke testing and mapping projects. He is an authorized trainer for: OSHA 10/30 hr. for General Industry; Instructor for American Red Cross certified First Aid and C.P.R. with AED; Flagging Instructor for American Traffic Safety Services Association (ATSSA); and Flagging Instructor Trainer. He is certified as a Traffic Control Supervisor, Traffic Control Technician, holds an OSHA 10hr Card, OSHA 30hr Card, and First Aid and C.P.R. Alex is a member of the American Traffic and Safety Services Association (ATSSA), the American Society of Safety Engineers (ASSE). Alex is a member of the Indiana Section AWWA and serves on the Safety Committee.

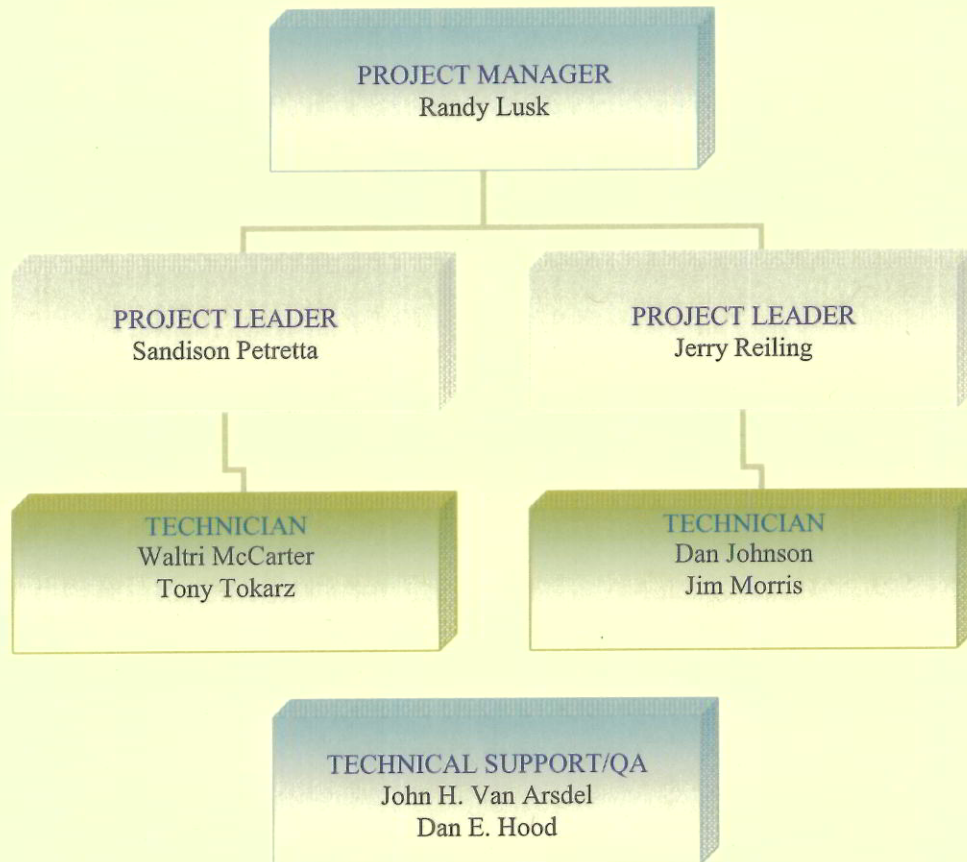
Jerry Reiling, Field Services Manager, has been with the company since May 1996. He is a graduate of Purdue University with a B.A. in Physical Education. Jerry previously worked in both the Environmental Services Industries and HVAC for 10 years. He has completed classes and attended lectures on the operation and maintenance of water meters. Jerry is experienced in the operation and maintenance of water meters, valve location, exercising and mapping, use of the state of the art leak detection equipment, and the operation of our Polcon® Flow Testing equipment. He has supervised wastewater manhole inspection, inventory, and mapping projects.

Barbara Werblo, Office Manager, has been with the company since August of 1994. She previously worked in the commercial industry and education fields. Barb manages the office staff and oversees all aspects of ongoing and completed projects related to data entry. Barb has attended computer classes and is certified in CPR/First Aid.

Megan McGinley, Assistant Office Manager, started her tenure with M.E. Simpson Co., Inc. through the Porter County Cooperative Vocational Work Study Program in March 2003. In June 2003, she became a full time employee and in 2005 she was promoted to Assistant Office Manager position. Megan oversees the data entry portions of our field services and water meter installation projects. She is certified in CPR/First Aid/ First Responders and is a certified forklift operator. Megan is also involved with organizing golf outings, as well as providing administrative assistance in various local waterworks organizations' functions.

PROJECT STAFFING

The chart below outlines the **Project Team** to be used during the Fire Hydrant Flow Testing Program for the **Village of Orland Park, Illinois**. One of the two Project Leaders listed will lead the **Project Team** in the field. **Two-Man Project Teams** will be used at all times during the course of the Project for reasons of Safety and Quality Assurance.



QUALIFICATIONS OF STAFF FOR METER TESTING SERVICES

In the following section, you will find information about the M.E. Simpson Co., Inc. personnel who will be acting as Project Manager and Project Leaders for your proposed project. With each Project Manager and Project Leader you will find a history of projects previously staffed by these individuals. For more information about any of these projects or contact information, please call us at (800) 255-1521.

PROJECT MANAGER

Randy Lusk, Regional Manager-Dyer

Randy was the Project Leader for the following selected Hydrant projects.

- ◆ (2007) *Village of Brookfield* – Brookfield, IL
- ◆ (2007) *Village of Westmont* – Westmont, IL
- ◆ (2005) *Village of Niles* – Niles, IL
- ◆ (2002-2004) *Village of Lansing Water Department* – Lansing, IL
- ◆ (2001-2003) *Village of Orland Park* – Orland Park, IL
- ◆ (2003) *Village of Harvey* – Harvey, IL
- ◆ (2002) *Village of Libertyville Water Department* – Libertyville, IL

PROJECT LEADERS

Sandison Petretta, Project Leader

Sandison was the Project Leader for the following selected Hydrant projects.

- ◆ (2007) *Village of Westmont* – Westmont, IL
- ◆ (2007) *Village of Brookfield* – Brookfield, IL
- ◆ (2005) *City of Rochester Water Department* – Rochester, IN
- ◆ (2004) *Village of Niles Water Department* – Niles, IL
- ◆ (2004) *City of Highland Park, IL* – Highland Park, IL
- ◆ (2004) *Village of Lansing Water Department* – Lansing, IL
- ◆ (2007) *Village of Westmont Water Department* – Westmont, IL
- ◆ (2001) *Orland Park Public Services* – Orland Park, IL
- ◆ (2006) *Fort Sheridan* – Fort Sheridan, IL

Jerry Reiling, Field Services Manager

Jerry was the Project Leader for the following selected Hydrant projects.

- ◆ (2005) *City of Rochester Water Department* – Rochester, IN
- ◆ (2005) *City of Suffolk, VA* – Suffolk, VA
- ◆ (2004) *City of Fort Wayne Water Department* – Fort Wayne, IN
- ◆ (2003) *City of Harvey Water Department* – Harvey, IL
- ◆ (2001) *City of Waukegan Water Department* – Waukegan, IL

REFERENCES

RELATED PROJECT EXPERIENCE

M.E. Simpson Co., Inc. has been in business since 1979. The company continues to perform services for numerous cities across Indiana, Illinois, Michigan, Wisconsin, Ohio, Arizona, Georgia, California, 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.

Bloomington, IN (1998-2007)

M.E. Simpson Co., Inc. has performed a Fire Hydrant Flow Testing Program for Bloomington, IN for several years. Most recently 1338 hydrants were located and classified. Of these 1241 were found to be in good working condition, 92 were found to be usable but with minor problems and 5 were found to be unusable.

Mike Bengtson
Asst. Director, Engineering
City of Bloomington, IN
(812) 349-3653

Lansing, IL (1997-2006)

M.E. Simpson Co., Inc. has been working with the Village of Lansing, IL for many years. The hydrant program most recently completed was a success, reporting the hydrants which are in good working condition, usable, or unusable. These flow testing programs are very important to the Village, thanks to this program the Village can now correct the problems with those hydrants found to be unusable so that, should the need ever arise, they can be used in an emergency.

Dave Zagorac
Water Superintendent
Village of Lansing, IL
(708) 895-7221

Niles, IL (2004 - 2006)

M.E. Simpson Co., Inc. has performed a Fire Hydrant Flow Testing Program for Niles, IL several times in the past few years. Most recently M.E. Simpson Co., Inc. spent 6 weeks locating, classifying, and testing 999 hydrants. Nine hundred twenty-four of these hydrants were in good working condition, 66 of them were usable with minor problems, and 9 hydrants were found to be unusable with severe problems.

Bob Pilat
Assistant Public Services Director
Village of Niles, IL
(847) 588-7926

ADDITIONAL REFERENCES

Dan Lueder
Utility Superintendent
Cottonwood, AZ
(928) 634-8033

Gale Gerber
Water Superintendent
Nappanee, IN
(574) 773-4623

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

Scott Ham
Manager
Silver Creek Water Corp.
(812) 246-2889

Jeff Musinski
Water Division Director
Waukegan, IL
(847) 599-2687

John Crooks
Water Superintendent
Shakopee, MN
(952) 445-1988

HYDRANTS TO BE FLOW TESTED

The total number of hydrants to be flow tested for the *Utility* is approximately 4,000 hydrants. The number of hydrants tested may vary from the estimated number above. Any additional hydrants shall be charged a per unit price.

PROPOSED SCHEDULE

Project Start Date: To be Determined

Hold Kick-off meeting: TBD, to cover goals and objectives of Project.

Fieldwork to be completed and documented: TBD days depending on number of hydrants to be flow tested.

Hydrant Reports: Twenty (20) working days after fieldwork is completed for the project.

PROPOSAL FEE

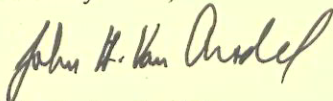
M.E. Simpson Co., Inc. is pleased to offer the Village of Orland Park, Illinois our proposal for a Fire Hydrant Flow Testing and Flushing program. This program is based on locating, documenting, and flow testing approximately 4,000 fire hydrants, in the Orland Park water distribution system. The flow testing and documentation will be done by one of our two-man team's with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

2007 Fire Hydrants, @ \$39.00 each (approx. 1,000)	----- \$39,000.00
2008 Fire Hydrants, @ \$42.00 each (approx. 1,000)	----- \$42,000.00
2009 Fire Hydrants, @ \$42.00 each (approx. 1,000)	----- \$42,000.00
2010 Fire Hydrants, @ \$44.00 each (approx. 1,000)	----- \$44,000.00
 TOTAL:	
ONE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS	----- \$167,000.00

These fees are all based on approximate numbers of fire hydrants to be flow tested. The total price will change according to the actual number of fire hydrants completed. All procedures will be followed according to the above scope of services. This will include the Pro-Hydrant® software loaded with the fire hydrant database and flow testing information for all fire hydrants completed as well as a Fire Hydrant Book containing the information. Our Pro-Hydrant® database is a stand-alone computer program. The program's data may be accessed in an existing GIS system through other types of software that support Open Data Base Connectivity.

We thank you for this opportunity to acquaint you with our Fire Hydrant Flow Testing and Flushing 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
JHV/jph

II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS

VILLAGE OF ORLAND PARK
PROPOSAL FORM
HYDRANT FLOW TESTING for MAIN CAPACITY

Cost per hydrant

2007 39 x 1000 hydrants (approx.) = \$39,000.00

2008 42 x 1000 hydrants (approx.) = \$42,000.00

2009 42 x 1000 hydrants (approx.) = \$42,000.00

2010 44 x 1000 hydrants (approx.) = \$44,000.00

Total Price \$167,000.00

Company Name: M.E. Simpson Co. Inc.

Address: 3406 ENTERPRISE AVE.

VALPARAISO INDIANA 46383

Phone Number: 800.255.1521

Signature: John H. Van Arsdale - Vice President

Date: Sept. 25, 2007

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: INDIANA 1979
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.

* SEE NEXT Page

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 Arsdel John H. VAN ARSDEL
Signature Print or type name

Vice President Sept 25 2007
Title Date



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

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

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

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

Incorporated in: State of Indiana

Date of Incorporation: 1979

Officers:

President - Dan E. Hood

Vice President – John H. Van Arsdel

Secretary – Pamela Hood

Treasurer – Bernadette Simpson

Corporate Office:

3406 Enterprise Avenue, Valparaiso, Indiana, 46383

800.255.1521

888.531.2444 fax

M.E. Simpson Co. Inc is authorized to do business in the State of Illinois.

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, John H. Van Arsdel, 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 H. Van Arsdel
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 25 Day
of September, 2007.

[Signature]
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 Arsdal - V.P., having submitted a proposal for
M.E. Simpson Co. Inc. (Name of Contractor) for
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: John H. Van Arsdal - Vice President
Authorized Agent of Contractor

Subscribed and sworn to before
me this 25 day of September, 2007


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 Arsdale
ATTEST: [Signature]
DATE: Sept. 25, 2007

TAX CERTIFICATION

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

I, John H. Van Arsdel - Vice President, 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 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:

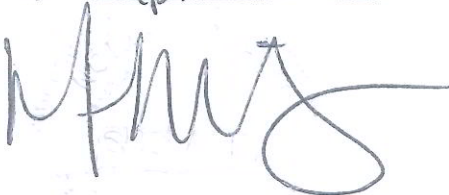
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

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 25
Day of Sept., 2007



REFERENCES

ORGANIZATION City of Bloomington Utilities, Indiana

ADDRESS 1969 S. Henderson

CITY, STATE, ZIP Bloomington, IN 47101

PHONE NUMBER 812-349-3653

CONTACT PERSON Mr. Mike Bengston, Assistant Director, Engineering

DATE OF PROJECT 1998 – 2007

ORGANIZATION Village of Lansing, Illinois

ADDRESS 3300 171st Street

CITY, STATE, ZIP Lansing, Illinois 60438

PHONE NUMBER 708-895-7221

CONTACT PERSON Mr. Dave Zagorac, Water Superintendent

DATE OF PROJECT 1997 - 2006

ORGANIZATION Village of Niles, Illinois

ADDRESS 6849 Touhy Avenue

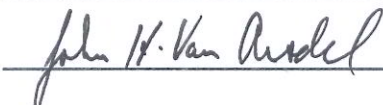
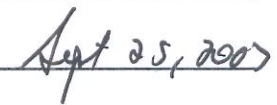
CITY, STATE, ZIP Niles, Illinois 60714

PHONE NUMBER 847-588-7926

CONTACT PERSON Mr. Bob Pilat, Assistant Public Services Director

DATE OF PROJECT 2004 – 2006

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

Signature and Date:  

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 25th DAY OF September, 2007

John H. Van Arsdale
Signature
John H. VAN ARSDALE Vice President
Printed Name & Title

Authorized to execute agreements for:

M.E. Simpson Co Inc.
Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2007

PRODUCER (219)464-3511 FAX (219)531-9446
General Insurance Services
PO Box 1818
Valparaiso, IN. 46384

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.

INSURED M E Simpson Co. Inc.
3406 Enterprise Ave
Valparaiso, IN 46383

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.

NSR 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	CBP9452660	12/23/2006	12/23/2007	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		<input checked="" type="checkbox"/> Broad Form				PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY	BA9452760	12/23/2006	12/23/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	CU9453060	12/23/2006	12/23/2007	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC9452860	12/23/2006	12/23/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				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

Village of Orland Park
Kerrie Petzo, 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Mark Behrendt/DIANEH 