

COPY

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

**Legistar File ID#:** 2013-0494

**Innoprise Contract #:** C13-0089

**Year:** 2013-15

**Amount:**

**Department:** PW - Doug Medland

**Contract Type:** Services

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

**Contract Description:** Large Meter Testing 2013-2015 with option to renew for 3 years

MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orland-park.il.us](http://www.orland-park.il.us)



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

**VILLAGE HALL**

September 12, 2013

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

**RE: NOTICE TO PROCEED – Large Meter Testing 2013-2015**

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 September 5, 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 September 4, 2013 for an amount not to exceed August 7, 2013 proposed unit prices.

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  
John C. Mehalek

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
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VILLAGE HALL

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Carole Griffin Ruzich

September 4, 2013

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

**NOTICE OF AWARD – Large Meter Testing**

Dear Mr. Van Arsdel:

This notification is to inform you that on September 3, 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 August 7, 2013, for Large Meter Testing in an amount not to exceed the actual amount approved annually by the Village Board based on proposed unit pricing.

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 September 18, 2013.

1. Enclosed is the Contract for Large Meter Testing. 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. I have a current certificate of insurance on file so a new one is not needed at this time. However, please send a current COI to my attention upon renewal each year of the contract term.

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 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**

### **Large Meter Testing (Contract for Services)**

This Contract is made this **4th day of September, 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 dated August 7, 2013, 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 and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

*Evaluate, test, repair, and re-test 1.5" and larger water meters in the water distribution system as further detailed in the Request for Proposal issued July 26, 2013*

(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:

- Actual total amount to be determined annually and not to exceed the Village Board budgeted amount.
- Individual amount to be based on price indicated in proposal for current fiscal year.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion on or before December 31, 2015. The VILLAGE has the option to renew this contract for an additional three (3) year period. This Contract shall terminate upon completion of the WORK or December 31, 2015, whichever occurs first, unless the Village exercises its right to renew the contract for an additional three (3) years, terminating December 31, 2018. The Contract 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: 9/10/13

FOR: THE CONTRACTOR

By: 

Print Name: John H. Van Arsdale

Its: Vice President

Date: 9/4/13



## PROPOSAL SUMMARY SHEET

Meter Testing

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

### 2013

#### Description

#### Unit Price

#### 2013 – Normal Business Hours

Meter Size	Type	Test Only	Test, Repair, Re-Test
1.5"	Displacement	\$195.00 ea	\$225.00 ea
2" – 3"	Compound, Turbo	\$225.00 ea	\$265.00 ea
4" – 6"	Compound, Turbo	\$245.00 ea	\$285.00 ea

#### 2013 – After Hours

Meter Size	Type	Test Only	Test, Repair, Re-Test
1.5"	Displacement	\$195.00 ea	\$225.00 ea
2" – 3"	Compound, Turbo	\$225.00 ea	\$265.00 ea
4" – 6"	Compound, Turbo	\$245.00 ea	\$285.00 ea

2013 Percentage below or above manufacturer's list price +5%

**2014**

Description

Unit Price

**2014 – Normal Business Hours**

Meter Size

Type

Test Only

Test, Repair,  
Re-Test

1.5" Displacement  
2" – 3" Compound, Turbo  
4" – 6" Compound, Turbo

\$195.00 ea \$225.00 ea  
\$225.00 ea \$265.00 ea  
\$245.00 ea \$285.00 ea

**2014 – After Hours**

Meter Size

Type

Test Only

Test, Repair,  
Re-Test

1.5" Displacement  
2" – 3" Compound, Turbo  
4" – 6" Compound, Turbo

\$195.00 ea \$225.00 ea  
\$225.00 ea \$265.00 ea  
\$245.00 ea \$285.00 ea

2014 Percentage below or above manufacturer's list price +5%

**2015**

Description

Unit Price

**2015 – Normal Business Hours**

Meter Size

Type

Test Only

Test, Repair,  
Re-Test

1.5" Displacement  
2" – 3" Compound, Turbo  
4" – 6" Compound, Turbo

\$200.00 ea \$230.00 ea  
\$230.00 ea \$270.00 ea  
\$250.00 ea \$290.00 ea

**2015 – After Hours**

Meter Size

Type

Test Only

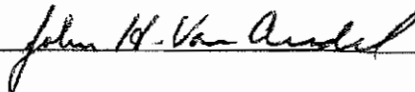
Test, Repair,  
Re-Test

1.5" Displacement  
2" – 3" Compound, Turbo  
4" – 6" Compound, Turbo

\$200.00 ea \$230.00 ea  
\$230.00 ea \$270.00 ea  
\$245.00 ea \$285.00 ea

2015 Percentage below or above manufacturer's list price +5%

Signature of Authorized Signee:



Title: Vice President

Date: 8/7/2013

ACCEPTANCE: This proposal is valid for 125 calendar days from the date of  
submittal. (Note: At least 60 days should be allowed for evaluation and approval)

125 Calendar days from notice to proceed.

## 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

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

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

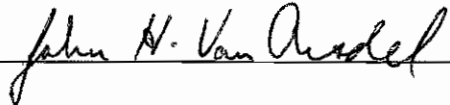
In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

M.E. Simpson CO., Inc.

(Corporate Seal)

Business Name

Signature



John H. Van Arsdel

Print or type name

Vice President

Title

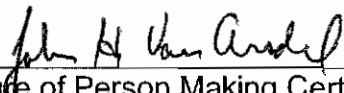
8/7/2013

Date

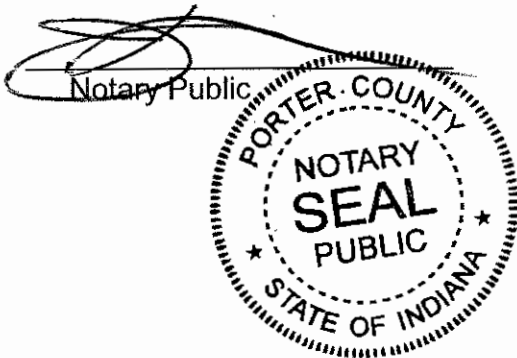
**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**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.

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

Subscribed and Sworn To  
Before Me This 7<sup>th</sup> Day  
of August, 2013.



## 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 Arsdel \_\_\_\_\_, having submitted a proposal for  
M.E. Simpson Co., Inc. \_\_\_\_\_ (Name of Contractor) for  
Meter 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 Arsdel  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 7<sup>th</sup> Day  
of August, 2013.

[Signature]  
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.

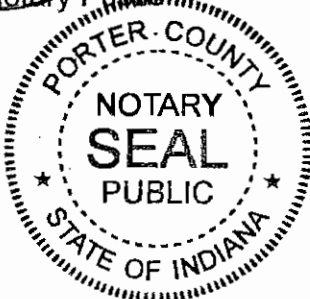
**ACKNOWLEDGED AND AGREED TO:**

BY: John H. Van Arsdel (John H. Van Arsdel)

DATE: 8/7/2013

Subscribed and Sworn To  
Before Me This 7<sup>th</sup> Day  
of August, 2013.

[Signature]  
Notary Public



## TAX CERTIFICATION

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

I, John H. Van Arsdel, am the duly authorized agent for M.E. Simpson Co., Inc., which has

submitted a proposal to the Village of Orland Park for

Meter 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:

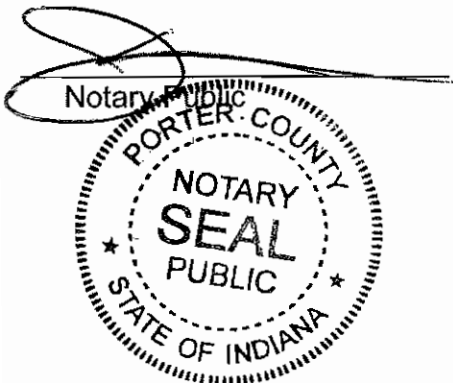
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

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 (John H. Van Arsdel)

Title: Vice President

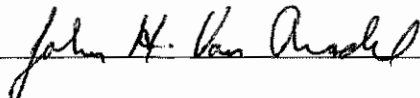
Subscribed and Sworn To  
Before Me This 7th Day  
of August, 2013.





## REFERENCES

(Please Print or Type)

ORGANIZATION	Department of Water Management, City of Chicago
ADDRESS	1000 E. Ohio Street
CITY, STATE, ZIP	Chicago, Illinois 60611
PHONE NUMBER	312-742-1070
CONTACT PERSON	Ms. Andrea Putz, PhD
DATE OF PROJECT	2012-2017
ORGANIZATION	Village of Downers Grove
ADDRESS	5101 Walnut Avenue
CITY, STATE, ZIP	Downers Grove, IL 60515
PHONE NUMBER	630-434-5462
CONTACT PERSON	David Bird
DATE OF PROJECT	2005-2008, 2010-2013
ORGANIZATION	Village of Westmont
ADDRESS	39 E. Burlington
CITY, STATE, ZIP	Westmont, IL 60559
PHONE NUMBER	630-829-4453
CONTACT PERSON	Mike Ramsey
DATE OF PROJECT	1986-2013
Proposer's Name & Title:	John H. Van Arsdel, Vice President
Signature and Date:	

ORGANIZATION City of South Bend Water Works

ADDRESS 209 N. Main Street, Suite 207

CITY, STATE, ZIP South Bend, IN 46601

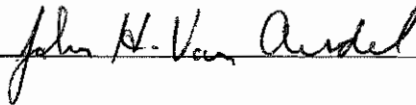
PHONE NUMBER 574-235-5666

CONTACT PERSON Ed Herman

DATE OF PROJECT 1995-2013

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

Signature and Date:



ORGANIZATION City of Mishawaka

ADDRESS 126 N. Church Street

CITY, STATE, ZIP Mishawaka, IN 46546

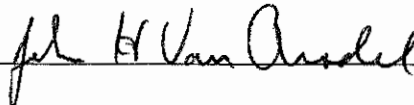
PHONE NUMBER 574-258-1653

CONTACT PERSON Frank Unruh

DATE OF PROJECT 1986-2013

Proposer's Name & Title: John H. Van Arsdel, Vice 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. 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 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 7 DAY OF August, 2017

Signature

John H. Van Arsdel, Vice President

Printed Name & Title

Authorized to execute agreements for:

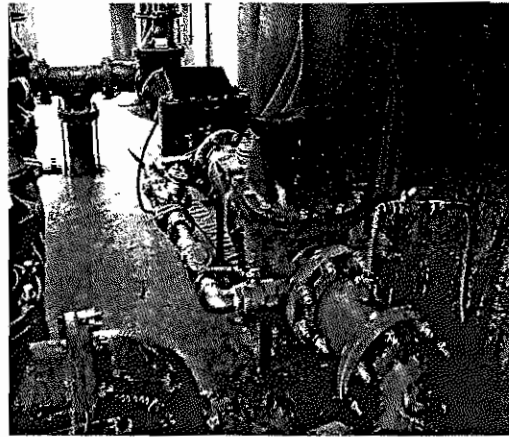
M.E. Simpson Co., Inc.

Name of Company

## SCOPE OF SERVICE

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

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to test and repair large meters selected by the Utility. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team working on the meter testing program at all times.**



- ◆ Work in an orderly and safe manner to insure protection of the local residents, Utility employees, and the Field Staff so that no avoidable accidents occur.
- ◆ All Field Staff will have readily observable photo identification badges worn while in the field.
- ◆ Assess all meters listed in the test group. This assessment will include making observations of water usage on site as well as observed meter readings to determine if the meter is the correct type and size for the particular application.
- ◆ Determine if meter can be tested in place, if not, make recommendations to Utility to correct setting so meter can be tested in place. This would include sketches, drawings, etc, of site and turned into the utility so improvements can be made.
- ◆ A meter log shall be maintained indicating all meters to be assessed in the current test group. This log will be reviewed when the Project Team is verifying the meter data supplied by the Utility and corrections will be made to provide updated records to the Utility. This log will be used as part of the periodic meter reports turned into the Utility.
- ◆ Schedule the meter test with the water customer during normal working hours. Exceptions to testing times will be made on a case-by-case basis, depending on severity of loss of water service due to the testing procedure. After hours or weekend testing may be required for severe scheduling conflicts.
- ◆ Meters will be tested across a range of flows in order to determine patterns of mechanical wear at various flow rates. These flow rates used will be a combination of AWWA recommended flow rates (per M-6 manual of the AWWA) and meter manufacturer flow rates.
- ◆ Meters will be tested and repaired to bring them within accepted accuracy limits.

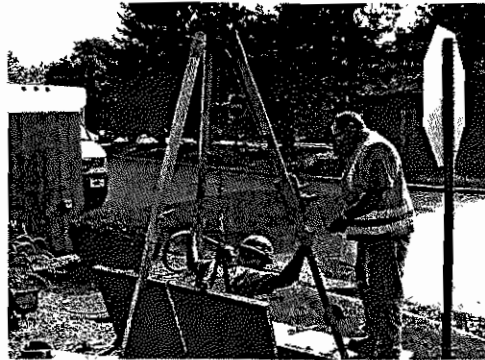
## SCOPE OF SERVICE

- ◆ Certain meters may require removal from the setting to be tested "off site" due to current plumbing configurations. Efforts will be made to keep the service disruption to a minimum.
- ◆ If a loss of water service for a short period of time cannot be tolerated by the water customer, recommendations will be made to the Utility to correct the meter setting to include a by-pass around the meter so service disruption will not occur during testing.
- ◆ The equipment used will be that which was described in the "Equipment to be Used" section.
- ◆ The Project Team will document all meter testing results and repairs. Meters that require extensive repairs (not worth time and material) or if the meter is obsolete, will be brought to the attention of the Meter Superintendent so a potential meter change-out can be analyzed by the Utility. The cost basis for making a recommendation for a meter change out will be determined at the kick off meeting and agreed upon between M.E. Simpson Co. Inc. and the Utility.
- ◆ All repairs will be attempted to be performed the same day of testing. After repair, the meter shall be tested to conform to test specifications outlined elsewhere in this Specification.
- ◆ The Project Team will report daily to the assigned Water Department Manager and go over the progress of the previous day, as well as cover what meters will be tested the current day.
- ◆ It may be necessary to conduct parts of the meter-testing program during "off hours" such as at night. This may be required in buildings that have a high daily usage but is closed at night. The Project Team will give 24-hour notice of intent to test meters that may require after hours or nighttime work. This is so the Water Utility can plan for the area to be accessed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- ◆ Repair parts used will be NSF 61 certified. (All new meter parts available now currently meet this standard).
- ◆ Care will be exercised in where water will be discharged during testing. Water flowing from the discharge of the test meter will not be allowed to cause interference with private property, pedestrian or roadway traffic, and will have minimum environmental impact.
- ◆ Meters located in confined spaces shall be tested using accepted confined space entry procedures.
- ◆ Any valves that fail or break during operation to isolate the water meter for testing will be repaired or replaced at the expense of the owner. M.E. Simpson Company cannot be held responsible for possible valve failures due to pre-existing conditions during the testing procedure.

## SCOPE OF SERVICE

### ***Quality Control for Meter Testing and Repair***

The level of quality control for large meter testing is a matter of taking in all the above considerations and applying those considerations to each individual large meter setting as it is being evaluated. As stated earlier, AWWA meter testing specifications have been stated for testing under "controlled" conditions in a meter testing shop. In the field, inlet valves and outlet valves leak through sometimes making meter testing challenging if not sometimes impossible. It is the level of experience of the meter testing technician to be able to differentiate and make the call as to when conditions are such where accurate meter tests can be conducted to allow for a reliable test. When a strict methodology and field procedure is followed, the field conditions can be controlled and mitigated to produce test results that are reliable and accurate.



### ***Water Utility Observations***

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

**"Effective Communication ...  
Accurate Documentation...  
Insuring the success for the  
Meter Testing Program"**

## SCOPE OF SERVICE

### FINAL REPORTS, DOCUMENTATIONS and COMMUNICATIONS

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

- ◆ Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- ◆ The field technicians will be readily available by cellular phone as well as Nextel Direct Connect Radio. This will facilitate communications between the Utility and the field technicians. A **24-hour toll free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- ◆ **Document all meter testing**, date of testing, and all data required by the utility to analyze the meter inaccuracies. These will be reported daily to appointed Utility Personnel.
- ◆ **The Project Manager will meet** with the Utility as needed for a progress report if so requested.
- ◆ **Maintain a progression list** of the project indicating meters tested and to be tested, contact names, phone numbers, etc.
- ◆ **Prepare meter reports** at the completion of the project which will include all meter testing reports, listing of new parts installed, and possible mechanical deficiencies that need the attention of the Utility. Recommendations for system maintenance will be a part of this report based on field observations made during the testing program. **This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.**

### ASSUMPTIONS AND SERVICES PROVIDED BY WATER UTILITY

- ◆ The *Utility* will furnish all maps, atlases, (two copies) and meter records necessary to properly conduct the testing program.
- ◆ The *Utility* will provide customer records such as consumption history, phone numbers for appointments, or any additional information that would make the testing of a meter at a location easier to perform. This information shall be regarded as CONFIDENTIAL by M.E. Simpson Co., Inc., and will not be shared with anyone outside of the Utility without consent of the Utility.
- ◆ The *Utility* will assist as necessary to get customer cooperation for the testing program. M.E. Simpson Co., Inc. can assist in composing a letter that the Utility can submit to water customers informing them on the procedures and benefits of the testing program.
- ◆ The *Utility* will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful in attempting to locate particularly hard-to-find meters and for general information about the water system. **This person will not need to assist the Project Team on a full time basis**, but only on an "as needed" basis.
- ◆ The *Utility* will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.

## SCOPE OF SERVICE



**Safety** is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.**

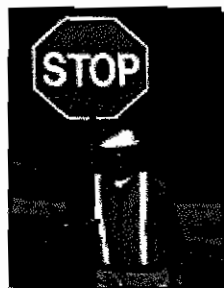
While in the field on your project, M.E. Simpson Company and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

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

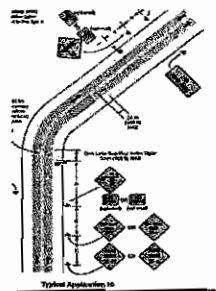
The use of a "one person" meter testing and repair team is dangerous and impractical where large meters may be located in underground vaults. It would be a dangerous precedent to allow a "one-person" team to access these meters, attempt to test and repair, and at the same time try to control traffic flow at that person's location if the vault is located in or near the street.

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

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



**ATSSA Certified  
Traffic Control Personnel**



**Work Zone Safety Plans  
will be used**

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

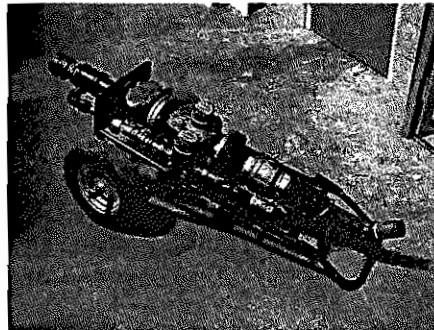


## SCOPE OF SERVICE

### EQUIPMENT TO BE USED

The following equipment will be used for meter testing work during the project. All material listed will be on the job site at all times.

1. Sensus test meters with electronic registers, certified accurate by volumetric testing.
2. All tools needed to perform testing "on site" (hand tools, pipe wrenches, etc.)
3. Proper lengths of 2-1/2' fire hose for conducting the testing "on site"
4. Confined Space Entry tripod, winch, fall protection and Gas detector
5. Meter Test Bench at M.E. Simpson Co. shop for volumetric testing of Meters (as needed per bid requirements for small displacement meters)



## PROPOSED SCHEDULE

**Bid due:** August 9<sup>th</sup>, 2013

**Possible Notice of Award:** TBD

**Notice To Proceed:** Within 14 days of notice of award

**Provide Insurance requirements:** Within 14 calendar days after "Notice of award".

**Kick Off Meeting:** TBD to meet with Water Utility staff to go over project goals and objectives.

**Fieldwork to be completed and documented:** TBD days in the field for completion of field work depending on the number of meters selected to be tested per year. Approved additional meter testing and repair work outside of the original meter list will be based on per meter fees and may cause a shift in the completion date.

**Daily Reporting:** The Field staff will meet with assigned Utility staff daily or as needed and determined by the assigned Utility Manager. Large meters or settings needing immediate attention beyond normal repairs will be documented and submitted immediately for the Utility's attention.

**Final Meter Reports:** The final meter reports will be available 30 days after field work has been completed for each segment of the program. These reports will have all the meter testing and repair data compiled during the course of the project. Five copies of the reports will be prepared.



## PROPOSAL FEE

M.E. Simpson Co., Inc. is pleased to present our "Proposal Fee" for a Large Meter Testing Program for the Village of Orland Park, Illinois. M.E. Simpson Co., Inc. will perform this large meter testing program 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.

<b>2013-Normal Business Hours</b>			
<b>Meter Size</b>	<b>Type</b>	<b>Test Only</b>	<b>Test, Repair, Re-Test</b>
1.5"	Displacement	\$195.00 each	\$225.00 each
2" - 3"	Compound, Turbo	\$225.00 each	\$265.00 each
4" - 6"	Compound, Turbo	\$245.00 each	\$285.00 each
<b>2013-After Hours</b>			
<b>Meter Size</b>	<b>Type</b>	<b>Test Only</b>	<b>Test, Repair, Re-Test</b>
1.5"	Displacement	\$195.00 each	\$225.00 each
2" - 3"	Compound, Turbo	\$225.00 each	\$265.00 each
4" - 6"	Compound, Turbo	\$245.00 each	\$285.00 each
2013 Percentage below or above manufacturer's list price: +5%			
<b>2014-Normal Business Hours</b>			
<b>Meter Size</b>	<b>Type</b>	<b>Test Only</b>	<b>Test, Repair, Re-Test</b>
1.5"	Displacement	\$195.00 each	\$225.00 each
2" - 3"	Compound, Turbo	\$225.00 each	\$265.00 each
4" - 6"	Compound, Turbo	\$245.00 each	\$285.00 each
<b>2014-After Hours</b>			
<b>Meter Size</b>	<b>Type</b>	<b>Test Only</b>	<b>Test, Repair, Re-Test</b>
1.5"	Displacement	\$195.00 each	\$225.00 each
2" - 3"	Compound, Turbo	\$225.00 each	\$265.00 each
4" - 6"	Compound, Turbo	\$245.00 each	\$285.00 each
2014 Percentage below or above manufacturer's list price: +5%			
<b>2015-Normal Business Hours</b>			
<b>Meter Size</b>	<b>Type</b>	<b>Test Only</b>	<b>Test, Repair, Re-Test</b>
1.5"	Displacement	\$200.00 each	\$230.00 each
2" - 3"	Compound, Turbo	\$230.00 each	\$270.00 each
4" - 6"	Compound, Turbo	\$250.00 each	\$290.00 each
<b>2015-After Hours</b>			
<b>Meter Size</b>	<b>Type</b>	<b>Test Only</b>	<b>Test, Repair, Re-Test</b>
1.5"	Displacement	\$200.00 each	\$230.00 each
2" - 3"	Compound, Turbo	\$230.00 each	\$270.00 each
4" - 6"	Compound, Turbo	\$250.00 each	\$290.00 each
2015 Percentage below or above manufacturer's list price: +5%			

We thank you for this opportunity to acquaint you with our Large Meter Testing Program and offer this proposal. Please call us if you wish to discuss our service in more detail.

Sincerely Yours,

*John H. Van Arsdel*

John H. Van Arsdel  
Vice President  
JHV/jph