

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
C16-0008 2016-0019 Extension of term to 12/31/18



December 15, 2015

Ms. Denise Domalewski
Contract Administrator
Village of Orland Park
14700 Ravinia Ave.
Orland Park, Illinois 60462

RE: **Contract for Services, dated September 4, 2013** – Large Meter Testing

Dear Ms. Domalewski,

M.E. Simpson Company, Inc. would like to continue providing services for the Village of Orland Park, Illinois and extend the Large Meter Testing **Contract for Services, dated September 4, 2013**. We appreciate the opportunity to extend this contract, providing the same terms, conditions and professional services to the Village's Water Division, Public Works Department.

The contract extension would cover the 2016, 2017 and 2018 budget years and provide for a pricing structure that holds the 2015 pricing structure in place for 2016 and 2017. With the 2018 budget year, an across the board price increase of 4.5% would apply.

Thank you for allowing us to serve the Water Division, Public Works Department and work with the Water Division team. Should you have questions or need additional information please don't hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'MS', is written over a horizontal line.

Michael Simpson
CEO

Approved and Accepted by
The Village of Orland Park

A handwritten signature in dark ink, appearing to read 'P. Grimes', is written over a horizontal line.

Paul G. Grimes, Village Manager

1/26/16
Date

Cc: Mr. John Ingram, Mr. Doug Medland

MDS/jph

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.