

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

**Legistar File ID#:** 2018-0409

**Innoprise Contract #:** C18-0098

**Year:** 2018-20

**Amount:**

**Department:** PW - Ken Dado

**Contract Type:** Services

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

**Contract Description:** Hydrant Flow Testing 2018-2020  
2018 \$47  
2019 \$48  
2020 \$49

MAYOR  
Keith Pekou

VILLAGE CLERK  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



TRUSTEES  
Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

July 24, 2018

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

RE: *NOTICE TO PROCEED - Hydrant Flow Testing for Main Capacity 2018-2020*

Dear Mr. Simpson:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of July 18, 2018.

Please contact Ken Dado at 708-403-6107 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed 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 or emailed to [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org). Also, your final invoice for this contract 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 July 12, 2018 for an amount not to exceed per hydrant:

<u>YEAR</u>	<u>COST/HYDRANT</u>
2018	\$47.00/hydrant
2019	\$48.00/hydrant
2020	\$49.00/hydrant

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

Sincerely,



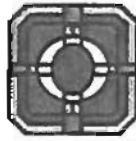
Denise Domalewski  
Purchasing & Contract Administrator

cc: Bill Cunningham  
Ken Dado

MAYOR  
Keith Pekau

VILLAGE CLERK  
John C. Mehalek

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



ORLAND  
PARK

VILLAGE HALL

TRUSTEES

Kathleen M. Fenton  
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Daniel T. Calandriello  
Michael F. Carroll

July 12, 2018

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

NOTICE OF AWARD – Hydrant Flow Testing for Main Capacity 2018-2020

Dear Mr. Simpson:

This notification is to inform you that on July 2, 2018, 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 June 6, 2018, for Hydrant Flow Testing for Main Capacity 2018-2020 for an amount not to exceed

<u>Year</u>	<u>Fee/Hydrant</u>
2018	\$47.00
2019	\$48.00
2020	\$49.00

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 July 26, 2018.

- I am attaching the Contract for Hydrant Flow Testing for Main Capacity 2018-2020. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. We currently have Citizens Financial on file. If this information is incorrect, please submit a new EFT form.

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 Contract is 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 bid 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@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,

Denise Domalewski  
Purchasing & Contract Administrator

cc: Ken Dado



# ORLAND PARK

## Hydrant Flow Testing for Main Capacity 2018-2020 (Contract for Services)

This Contract is made this 12th day of July, 2018 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.

- This Contract
- The Terms and Conditions
- The Request for Proposals RFP #18-026
- The Proposal as it is responsive to the VILLAGE'S requirements
- Certificate of Compliance
- References
- Insurance Requirements
- 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:

*Perform flow testing of fire hydrants in the water distribution system within the Village of Orland Park in accordance with AWWA's M-17 manual to determine main capacity for approximately 4,000 fire hydrants (approximately 1,500 per year tested)*

(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>Total Cost per Hydrant</u>
2018	\$47.00
2019	\$48.00
2020	\$49.00

**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 a receipt of a Notice to Proceed and continue expeditiously for three (3) years from that date until final completion. This Contract shall terminate upon completion of the WORK or December 31, 2020, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orlandpark.org

**To the CONTRACTOR:**

Michael Simpson, CEO  
M.E. Simpson Co., Inc.  
3406 Enterprise Avenue  
Valparaiso, Indiana 46383  
Telephone: 800-255-1521  
Facsimile: 888-531-2444  
e-mail: michael.simpson@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: John Keating

Its: Village Manager

Date: 7/19/18

FOR: THE CONTRACTOR

By: 

Print Name: Michael D. Simpson

Its: Chief Executive Officer

Date: 07/17/2018





June 7, 2018

Mr. John C. Mehalek  
Village Clerk  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, IL 60462

**RE: PROPOSAL FOR FIRE HYDRANT FLOW/WATERMAIN CAPACITY TESTING**

Dear Mr. Mehalek,


M.E. Simpson Co., Inc. is pleased to present the Village of Orland Park, Illinois our proposal for its Fire Hydrant Flow/Watermain Capacity Testing Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that "the water is always safe to drink".

Thank you for your consideration and this opportunity to acquaint you with our services and offer this response. We are committed to exceeding your expectations.

Sincerely yours,



Michael D. Simpson  
Chief Executive Officer

Michael D. Simpson  
Chief Executive Officer

3406 Enterprise Avenue  
Valparaiso, IN 46383

800.255.1521 T  
888.531.2444 F

Michael.Simpson@mesimpson.com

## SCOPE OF WORK

### Fire Hydrant Flow/Watermain Capacity Testing Program

The Field Scope of Service for the Fire Hydrant Flow/Watermain Capacity Testing Program is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to flow test hydrants in the water distribution system 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 Fire Hydrant Flow/Watermain Capacity 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 identification badges worn while in the field. All vehicles used in the field will have company signs attached.
- ◆ The flow testing equipment to be used will be that which was described in the "Equipment to be used" section.
- ◆ M.E. Simpson Co., Inc. Personnel will meet with the Utility to review the project guidelines and answer any questions on procedures.
- ◆ The initial layout of the project will need to involve distribution Utility staff to help identify the flow patterns in the distribution system, flow testing from larger mains into smaller mains, from the water sources (pump stations and water storage structures), out into the system loops and dead ends.
- ◆ Any pressure zones in the distribution system will be identified on the water atlas prior to developing the fire hydrant flow-testing program. This will need to be done with distribution personnel prior to the start of the program.
- ◆ As a part of the Fire Hydrant Flow/Watermain Capacity Testing program, mapping discrepancies found on the current water atlas will be noted and included as a part of the final report so the Utility can make needed corrections. This will be included as a part of the periodic reporting to the Utility, thus enabling the Utility to keep up with mapping corrections.
- ◆ A progression map shall be maintained for each section under study indicating hydrants assessed on the map. This will be especially helpful in quickly determining the work progress of the crews in the field.
- ◆ Fire Hydrant Flow/Water Main Capacity Testing will be conducted during normal weekday working hours in accordance with Utility instructions/guidelines
- ◆ It may be necessary to conduct parts of the Fire Hydrant Flow/Watermain Capacity Testing during "off hours" such as at night. This may be required in areas of high traffic volume where traffic may affect the ability to conduct safe flow testing, and traffic volume may affect the ability of the Project Team to be able to safely access hydrants on busy streets. The Project Team will give 24-hour advanced notice of intent to flow test hydrants in a particular area that may require after hours work or nighttime work. This is so the Utility can plan for the area to be worked in, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- ◆ M.E. Simpson Co., Inc. will use large flow testing signs in designated areas to notify areas to be tested and inspected.

- ♣ M.E. Simpson Co., Inc. can 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 Village will be responsible for the postage and printing costs.
- ♣ M.E. Simpson Co., Inc. can issue a press release to briefly explain the fire hydrant flow-testing program and the areas affected. The press releases can be sent 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.
- ♣ All of the fire hydrants will be recorded on the water atlas and assigned numbers, using your existing numbering system or by creating a numbering system for you, 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.
- ♣ 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.
  - If requested, all Fire Hydrant caps will be greased (food grade) for ease of operation
  - Fire Hydrant make, model, pumper size and nozzle size used for each test will be recorded
  - Residual Pressure will be recorded for each Fire Hydrant tested. Every attempt will be made to achieve a minimum of a 5-psi pressure drop on each segment tested.
  - Static Pressure will be recorded for each Fire Hydrant
  - Flow, GPM (Gallons Per Minute), will be recorded for each Fire Hydrant flowed
  - The amount of time it takes to flush each Fire Hydrant will be recorded. An estimate will be made of the amount of water used during the operation of each Fire Hydrant test
  - Fire Hydrants that are in need of repair, painting, color coding, or have operation defects will be noted with an estimate of repairs needed to make the hydrant operational.
  - The date tested and technicians operating the Fire Hydrant will be recorded.
  - The Fire Hydrant address or location will be recorded.
  - Map Section will be recorded.
- ♣ The Project team will set up the flow testing program in such a way that hydrants are operated near the water source first, then the team will move away from the water source in an organized manner to keep water discoloration and distribution disturbances to a minimum. The "flow" hydrant shall be downstream of the "residual" hydrant, thus insuring proper residual readings (attempt to achieve minimum 5 psi pressure drop for each test) for full potential fire flow (re: AWWA M-17 manual, page 41).
- ♣ Fire hose and deflection tubes will be utilized, as required, to direct flushing water away from traffic, pedestrians, underground Utility vaults, and private property.
- ♣ All fire hydrants will be made visible, by removing weeds, debris or other obstructions surrounding the fire hydrant. Fire hydrant with obstructions or issues that cannot be easily resolved will be brought to the attention of the Utility.
- ♣ 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 Utility Superintendent.

- ◆ 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 Gutermann AquaScope electronic listening device to ensure that the hydrant is not leaking. A majority of fire hydrant leaks go un-noticed because they are small leaks draining out through the drain holes at the base of the hydrant. Using the S30 or Gutermann AquaScope will help eliminate this type of leakage.
- ◆ All pressure gauges used in the field will undergo **daily testing** against a "standard" gauge to insure the field gauges are accurate during the flow-testing project. Any gauges that are found to not be within acceptable limits will be replaced with gauges that are within accepted standards. This will insure the observed static and residual pressures are accurate and reliable.

### Fire Hydrant Operation, Flow-Testing

M.E. Simpson Co., Inc. takes great care when operating, flow-testing the customer's fire hydrants in their water distribution system. Even with our years of proven experience in water system operations problems occasionally occur.

Any valves or fire hydrants that break or fail during the flow-testing program will be repaired or replaced at the expense of the water Utility. M.E. Simpson Co., Inc. cannot be held responsible for possible valve or hydrant failures during their operation. M.E. Simpson Co., Inc. cannot be held responsible for damage done to the water system during fire hydrant flow testing, such as water leaks, discolored water and turbidity that can possibly occur during the flow testing process. M.E. Simpson Co., Inc. cannot be held responsible for possible damage to the water utilities' individual water customer.

### NFPA Color Coding Standards

Municipal, Private, and Non-Potable fire-hydrants should not be painted the same color (the body of the hydrant) according to the NFPA. Each of the three types should follow the color code listed below. The bonnet and nozzle/pumper caps are also to be color-coded according to the hydrants' rated flow rate at 20 psi (see below).

The NFPA has published standards regarding the maintenance and color coding of fire hydrants (NFPA 291). The scheme is as follows:



<u>Supply</u>	<u>Body Color</u>
Municipal System:	Green (Yellow)
Private System:	<b>Red</b>
Non-Potable System:	Violet (Light Purple)

### Hydrant ratings at 20 psi.

<b>Class C</b>	Less than 500 GPM	<b>Red</b>
<b>Class B</b>	500-999 GPM	Orange
<b>Class A</b>	1000-1499 GPM	<b>Green</b>
<b>Class AA</b>	1500 GPM & above	<b>Light Blue</b>

## PROJECT APPROACH

M.E. Simpson Co., Inc.'s project management approach is what leads to our proven track record to complete projects on time and within the budget established. Based on our past experiences, we have developed a project approach that will insure the Utility of effective communication throughout this project. Our project management system establishes—the single project manager—who has the responsibility and authority to act on behalf of M.E. Simpson Co., Inc. This project manager will stay with the project from beginning to the successful completion.

Project management remains an important activity during the course of the project and does not stop with the project manager. Each project team deployed in the field is dedicated to providing the best Fire Hydrant Flow/Water Main Capacity Testing coverage attainable using state of the art equipment, tools, field experience, and knowledge. Each field team will be made up of two experienced distribution system technicians that have also been cross trained in other disciplines of water distribution system field maintenance, this combination of experience and knowledge has helped shape our approach to Fire Hydrant Flow/Water Main Capacity Testing because our technicians have the capacity to make on the spot decisions regarding any fine tuning of the flow/water main capacity testing program while in the field.

### Project Quality Assurance/Quality Control

Our QA/QC plan for this project is very simple. No work will leave M.E. Simpson Co., Inc. until it has been verified that all the requirements and objectives of the project, the Utility and the project QA/QC managers have been met. During the course of the project, the project manager and/or the QA/QC manager will meet with the Utility to ensure that the work product is technically correct, but also meets the needs and expectations of the Utility.

### Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the flow/water main capacity testing program is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for calculations of fire flows. This may be useful for the staff of the Utility in understanding the parameters of hydrant flow testing, especially during an emergency such as a fire where proper flow is needed for the fire department.

### Final Reports, Documentation & Communications

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

- ◆ Project Team will meet daily with assigned Utility personnel to go over areas of flow testing for prior workdays and plan current day and next two days' areas to flow test.
- ◆ At the end of each day, or as requested, a list of any map discrepancies, un-numbered hydrants, broken or inoperable valves or hydrants will be turned in.
- ◆ 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.
- ◆ Maintain a progression map to be included with the final report of the project indicating areas flow tested and areas that have been tagged for flow testing.

- ◆ The Utility will be provided with flow information in Pro-Hydrant® an electronic fire hydrant database. This documentation allows for the flow-testing program to be repeated at a later date. This electronic program, which is web based (online) is designed to be a complete system for your Utility to establish an effective fire hydrant flow testing, and maintenance program. The electronic, web-based database provides a secure inventory record system, flow/capacity test data, hydrant maintenance, information and history. The database includes a complete hydrant flow-testing program for calculating flow test results. Pro-Hydrant® is a hydrant record database (ODBC). This data will be available in an electronic, web-based format to the Utility with the appropriate access. The data will be maintained offsite at a secure location.
- ◆ M.E. Simpson Co., Inc. provides the Pro-Hydrant®, electronic, web-based database, that has the abilities to access and reproduce and edit all aforementioned hydrant location and flow testing information. This program will have the capability to generate upon demand:
  - ◆ The individual Hydrant Flow Test reports that includes the flow test data, static pressure and residual pressure, and potential flow at 20psi.
  - ◆ A summary listing of all Hydrants with identified defects.
  - ◆ A complete listing of all Hydrants by numerical or indexed order.
  - ◆ A complete listing of all Hydrants by alphabetically reference to street and cross street names.
  - ◆ All pertinent information such as port size, number of ports, flow test results, general condition of the hydrant, and color coding for the **NFPA rating**.
  - ◆ Hydrant location will be documented from existing landmarks and will be a part of each Hydrant record.

#### Pro-Hydrant® Online:

M.E. Simpson Co., Inc.'s Pro-Hydrant® electronic database program, that is online (web based) provides users secure access to their Fire Hydrant Flow/Water Main Capacity Testing program information/data. The following data/information is both gathered and kept as a part your program:

- ◆ Hydrant number
- ◆ Map page number
- ◆ Street Name
- ◆ Cross Street Name
- ◆ Location
- ◆ Hydrant Make/Model/Date Stamped
- ◆ Main Size (data/record/information provided by client)
- ◆ Lead Size (data/record/information provided by client)
- ◆ Number of Pumpers
- ◆ Number of Hose Nozzles

#### Capacity Test History:

- ◆ Inspection Date
- ◆ Status
- ◆ Technician
- ◆ Problem Description
- ◆ Color Scheme
- ◆ Comments

#### Capacity Test Reports & Information:

- ◆ Fire Hydrant nozzle size used for each test
- ◆ Residual pressure
- ◆ Static pressure
- ◆ Flow rate in GPM (gallons per minute)
- ◆ Total time the hydrant was flowed
- ◆ Total water flowed/used per fire hydrant
- ◆ Date Tested and Technicians performing the services

#### Reporting Capabilities:

- ◆ Hydrant Reports
- ◆ Hydrant Listing by Number
- ◆ Hydrant Listing by Street
- ◆ Problem Hydrants
- ◆ Information collected by M.E. Simpson Co., Inc. during the program and any other information provided by the Utility shall be regarded as CONFIDENTIAL and will not be shared without permission from the Utility or unless required by law.
- ◆ Develop a Flow Testing log of activity to be included with the final report that will include the following;
  1. Type of problems observed
  2. Location of same for problems discovered
  3. Total estimated water used (to be included on each flow test result)
  4. Mapping errors on the water atlas
  5. Progression Map to show activity as the program is executed
- ◆ **Prepare the final report** at the completion of the project which will include all Fire Hydrant Flow/Watermain Capacity Testing reports, other problems found in the system during the course of flow testing that need the attention of the Water Utility. **This final report shall be made available for submission to the Water Department within twenty (20) work days of the completion of the fieldwork.**

#### Assumptions & Services Provided by the Utility

- ◆ The Utility will furnish, in an electronic format, all maps, atlases, (two copies) and records necessary to properly conduct the flow testing program.
- ◆ The Utility will make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful with 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 supply information regarding pressure zone boundary valves, and any other information that may make the job of flow testing easier to perform.
- ◆ The Utility will assist, if needed, to help gain entry into sites that may be difficult to enter due to security issues or other concerns.



### Equipment to be Used

The following equipment will be used for fire hydrant operation and maintenance work during the unidirectional flushing program for the Utility. All materials listed will be on the job site at all times.

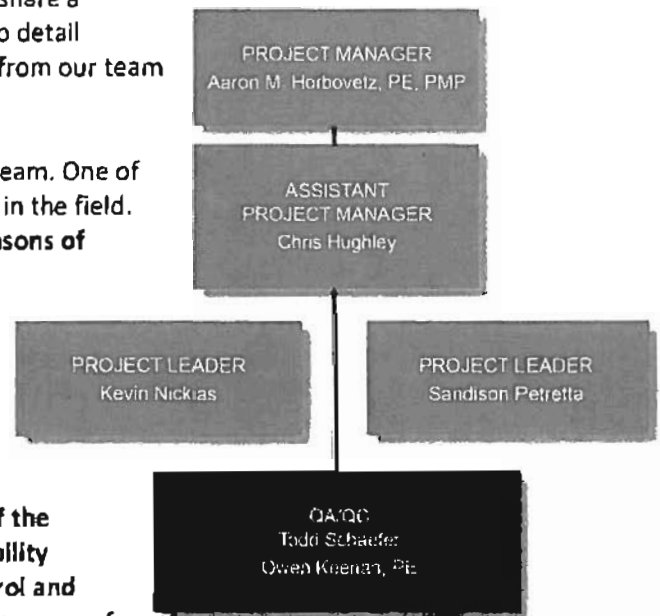
- ◆ Pumper Port Diffuser, Hose Monster (built in Pitot Gauges)
- ◆ 2.5" Port diffusers, Hose Monster (built In Pitot Gauges)
- ◆ Certified and field-tested flow gauges
- ◆ Valve keys
- ◆ Hydrant wrenchs (no extensions)
- ◆ Food Grade Grease
- ◆ FCS S30 or Gutermann AquaScope listening device to ensure the hydrant isn't leaking
- ◆ All necessary hand tools
- ◆ Truck mounted Arrow Board/Signage, and warning lights on trucks
- ◆ Traffic control equipment, including properly sized traffic cones with reflective stripes, when needed or required
- ◆ A "Schonstedt"/"Chicago Tape"/"Fisher" magnetic locators
- ◆ A "Radio Detection line locators

### PROJECT TEAM & QUALIFICATIONS

The M.E. Simpson Co., Inc. team members selected to serve the Village of Orland Park bring significant experience and a proven track record of delivering timely, cost-effective and sound solutions for fire hydrant flow/water main capacity testing services. They share a passionate commitment to client service and attention to detail required for a successful project. This project will be led from our team in Dyer/Valparaiso, Indiana.

The Organizational Chart at right illustrates our Project Team. 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 for reasons of safety and quality assurance.**

The Project Manager shall be on site at project startup, make periodic inspections of the worksite, meet with the Utility periodically to monitor the progress of the program, and will be in communication with the Director of Utilities and the Project Leaders throughout the project. **In this role, and with the help of the team members, he will ensure efficiency and accountability during the course of the project, as well as quality control and schedule control. He will be responsible for the overall success of this project.**



Project Manager/Project Engineer: Aaron M. Horbovetz, PE, PMP: Aaron Horbovetz has been with the Company since September of 1999. BS, Mechanical Engineering from Purdue University, PE, State of Indiana. Regular presenter at AWWA section and national conferences since 2012.

Attended numerous classes, lectures on the operation, & maintenance of fire hydrants. Experienced in testing, maintenance, installation of water meters, distribution system valve assessments, state-of-the-art leak detection methods, hydrant flow /water main capacity flow testing, and the operation of our Polcon® Flow Testing equipment.

**Professional Certifications:** Licensed Professional Engineer (IN); Certified Project Management Professional (PMP); Member of Project Management's Institute Calumet Chapter; 10 Hour OSHA Certified for General Industry; American Red Cross First Aid and CPR with AED Certified; American Traffic Safety Services Association Flagging Certified; Extensive traffic control training; Extensive confined-space training

**Asst. Project Manager: Chris Hughley:** Chris Hughley has been with the Company since November 2006. He previously worked in the retail industry before becoming a project leader with M.E. Simpson Company. Chris has traveled all over the country and world completing various projects including jobs in California, New Jersey, Minnesota, Arizona, Georgia and Turkey. Chris has attended numerous classes and lectures on fire hydrant maintenance, flow testing as well as line location and leak detection. He has extensive field experience in the maintenance and flow/water main capacity testing of fire hydrants. He is also experienced in testing, maintenance and installation of water meters; in valve location, exercising and mapping; and in the use of state of the art leak detection equipment. Chris is also experienced the operation of our Polcon® Flow Testing equipment.

**Professional Certifications:** 10 Hour OSHA Certified for General Industry; American Red Cross First Aid and CPR with AED Certified; American Traffic Safety Services Association Flagging Certified; Extensive traffic control training; Extensive confined space training.

**Project Leader: Kevin Nickias:** Kevin Nickias has been with the Company in since May 2011. Kevin has traveled all over the country completing various projects including projects in California, and Wisconsin. Kevin is currently involved with the development of paperless database programs for field staff. Kevin has attended numerous classes and lectures on fire hydrant maintenance, flow testing as well as valve exercising, line location and leak detection. He has field experience in the maintenance and flow/water main capacity testing of fire hydrants. He is also experienced in testing, maintenance and installation of water meters; in valve location, exercising and mapping; and in the use of state of the art leak detection equipment.

**Professional Certifications:** 10 Hour OSHA Certified for General Industry; American Red Cross First Aid and CPR with AED Certified; American Traffic Safety Services Association Flagging Certified; Extensive traffic control training; Extensive confined space training.

**Project Leader: Sandison Petretta:** Sandison Petretta has been with the Company since July of 2000. He previously worked in the commercial painting industry. Sandison has attended numerous classes and lectures related to the operation, maintenance, and installation of water meters, and completed classes in plumbing. Sandison has experience in the following; maintenance and installation of water meters; valve location, exercising and mapping; fire hydrant and main capacity flow testing; and the use of state of the art leak detection equipment. He is also experienced in the use of all of our Polcon® Flow Testing equipment.

**Professional Certifications:** 10 Hour OSHA Certified for General Industry; American Red Cross First Aid and CPR with AED Certified; American Traffic Safety Services Association Flagging Certified; Extensive traffic control training; Extensive confined space training.

**QA/QC: Todd Schaefer, Operations Manager.** Todd Schaefer has been with the company since July of 1999. He has completed three years at Purdue University studying in Management. He previously worked in the production quality control and in the automotive industry. Todd has completed classes and attended lectures on the operation of maintenance of fire hydrants, valves, water meters and backflow testing. Todd has extensive field experience in fire hydrant maintenance, flow/main capacity testing, valve location, exercising and mapping, and the use of state of the art leak detection equipment. He is also experienced in the operation our Polcon® Flow Testing equipment and our online Pro-Hydrant® databases. Todd has also given classes on large meter testing and repairs, Unidirectional Water Main Flushing, Leak detection, Water Loss Control, Valve Assessment, as well as meter sizing and assessment.

**Professional Certifications:** 10- and 30-Hour OSHA Certified for General Industry; American Red Cross First Aid and CPR with AED Certified; American Traffic Safety Services Association Flagging Certified

**QA/QC: Owen Keenan, Project Engineer.** Owen has been with the M.E. Simpson Company since August, 2010. He graduated from Bradley University in Peoria, Illinois with a Bachelor of Science degree in Construction. He has over 37 years of experience involved with the design, construction, and operation of water works infrastructure. Owen started with the City of Chicago – Department of Water in the Construction Section as a Resident Engineer on various water distribution projects in 1977. He later worked in the Operations Section. He has worked with telemetry equipment that transmitted pressure and flow information along with various flow, pressure, and loss of head tests in the field. He originated many reports utilizing the hydraulic model of the City's water system. He was selected to be a Duty Engineer who would respond to water related emergencies for the City on a rotating basis. He later returned to the Construction Section to be the Project Manager of the City's water main privatization program.

**Professional Certifications:** Licensed Professional Engineer, Illinois, Indiana, Wisconsin; 10- and 30-Hour OSHA Certified for General Industry; American Red Cross First Aid and CPR with AED Certified; American Traffic Safety Services Association Flagging Certified

## RELEVANT PROJECT EXPERIENCE

### City of Bloomington, Indiana (1998-2012, 2015-2017)

M.E. Simpson Co., Inc. performs an ongoing water main capacity and fire hydrant operating program for the City annually. Each year 1,200 fire hydrants out of a total of 4,800 hydrants in a specified area with in the distribution system are inspected, operated and flow tested. The program is usually completed in 30 working days. The program has benefitted the City's hydraulic computer model and Fire Department's fire flow records. Private hydrants are also included as part of this program to insure all hydrants work if/when needed. *Key team members responsible for relevant tasks: Todd Schaefer & Aaron Horbovetz*

### Ms. Nancy Axsom; Project Coordinator (City of Bloomington)

600 East Miller Dr; Bloomington, IN 47401; 812.349.3689; axsomn@bloomington.in.gov

### Village of Downers Grove, Illinois (2009-2014, 2015, 2016, 2017)

Over 2,600 fire hydrants, inspected, operated, flow tested, ISO maintenance performed. The program is usually completed in 53 working days. Key program benefits; hydraulic model updates, assure/improve ISO ratings, insure reliable fire protection. *Key team members responsible for relevant tasks: Todd Schaefer, Aaron Horbovetz, Sandison Petretto*

**Mr. David Moody; Water Manager (Village of Downers Grove)**

5101 Walnut Avenue; Downers Grove, Illinois 60515; 630.434.5462; dmoody@downers.us

**Village of Tinley Park, Illinois (2015, 2016, 2017)**

1,980 fire hydrants inspected, operated and maintained per ISO guidelines. Of that group, 792 fire hydrants were flow/water main capacity tested as apart of the overall program. The program is usually completed in 42 working days. Key program benefits; hydraulic model updates, assure/improve ISO ratings, insure reliable fire protection. *Key team members responsible for relevant tasks: Todd Schaefer, Aaron Horbovetz, Chris Hughley*

**Mr. Jeff Cossidente (Village of Tinley Park)**

16250 S. Oak Park Ave., Tinley Park, Illinois 60477; 708.844.5535; jcossidente@tinleypark.org

**City of Burnsville, Minnesota (2014, 2015, 2016, 2017, 2018)**

Annual 1,200+ fire hydrants in selected areas (private hydrants), inspected, and operated. The program is usually completed in 26 working days. Key program benefits; assure/improve ISO ratings, insure reliable fire protection. *Key team members responsible for relevant tasks: Todd Schaefer, Aaron Horbovetz, Chris Hughley*

**Ms. Linda Mullens, Utilities Superintendent (City of Burnsville) 100 Civic Center Pkwy., Burnsville, MN 55372; 952.895.4552; linda.mullen@burnsvillemn.gov**

**Village of Lansing, Illinois (2002, 2004, 2006, 2007-2011, 2014, 2015, 2016, 2017, 2018)**

Annual 300 fire hydrants in selected areas, inspected, operated and flow tested. The program is usually completed in 8 working days. Key program benefits; hydraulic model updates, assure/improve ISO ratings, insure reliable fire protection. *Key team members responsible for relevant tasks: Todd Schaefer, Aaron Horbovetz, Kevin Nickias*

**Mr. Jim Nickias; Foreman/Water Operator (Village of Lansing)**

3300 171<sup>st</sup> Street; Lansing, IL 60438; 708.895.7221; jnickias@villageoflansing.org

**Village of Westmont, Illinois (2000, 2003, 2006, 2010, 2014, 2015)**

1,150 fire hydrants inspected, operated and flow tested. The program is usually completed in 29 working days. Key program benefits; hydraulic model updates, assure/improve ISO ratings, insure reliable fire protection. Annual costs, \$47,150. *Key team members responsible for relevant tasks: Todd Schaefer, Aaron Horbovetz, Chris Hughley, Sandison Petretta*

**Mr. Mike Ramsey; Director of Public Works (Village of Westmont)**

31 W. Quincy Street; Westmont, IL 60559; 630.829.4450; mramsey@westmont.il.gov

## PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Todd Schaefer, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



**Safety** is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.** M.E. Simpson Co., Inc. provides all relevant, required and necessary PPE and other safety materials to its professional staff to ensure a safe working environment. 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.

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

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

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

- ◆ The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- ◆ Any listening points 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.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date (for 2018) for all project personnel.

## HYDRANTS TO BE FLOW TESTED

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

## PROPOSED PROJECT SCHEDULE

**Project Start Date:** TBD

**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.

Once approvals have been given and notice to proceed has been issued we will mutually select a start date and the project will follow the time line below for the project.

<b>Orland Park, IL Hydrant Flow Testing Program Yearly Schedule (2018-2020)</b>	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Hydrant Flow/Water Main Capacity tests 1,334 per year												
Annual start date to be agreed upon between Village and MESCO												
Conduct Kick off Meeting with Village Staff												
Meet regularly with Utility staff on field progress												
Field work conducted												
<b>Finalize Hydrant Reports</b>												
Data and reports due within 20 working days of completion of field work												
Hydrant Fire Flow Testing Reports												
Hydrant Fire Flow Testing Reports & Data Online												

## PROJECT COMMITMENT

**M.E. Simpson Co., Inc.** is a family business that has provided thirty-nine years of exceptional specialized service to the water industry for water loss control and distribution system asset management. Our firm has over sixty employees deployed from six field offices that will allow your utility fast and direct access to our highly skilled, experienced crews and equipment. Every single project regardless of size, has merit and receives optimal attention. Our most valuable resource is our staff, who are committed to meet your needs, your timeline and provide you with the very best of service and experience.

## INVESTMENT

### A commitment to improving and maximizing the Village of Orland Park's water system for future generations.

M.E. Simpson Co., Inc. is pleased to offer the Village of Orland Park, Illinois our proposal for a Fire Hydrant Flow/Watermain Capacity Testing program. This program is based on locating, documenting, and flow testing 4,000 fire hydrants in the [Village of Orland Park's water distribution system over a three-year period. All procedures and practices will be done in accordance with the above Scope of Services. 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.

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**On the following page Village of Orland Park RFP #18-026 documents:**

**II – Required Proposal Submission Documents**

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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<sup>®</sup> electronic, web-based database loaded with the fire hydrant database and flow testing information for all fire hydrants completed.

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

## **II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS**



**PROPOSAL SUMMARY SHEET**  
**RFP # 18-026**  
**HYDRANT FLOW TESTING FOR MAIN CAPACITY**

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: Michael Simpson

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

E-Mail address: michael.simpson@mesimpson.com

Description	Unit Price
Cost per hydrant (2018)	\$ <u>47.00</u>
Cost per hydrant (2019)	\$ <u>48.00</u>
Cost per hydrant (2020)	\$ <u>49.00</u>

Signature of Authorized Signee: 

Title: Chief Executive Officer

Date: June 6, 2018

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

## CERTIFICATE OF COMPLIANCE

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The undersigned Michael D. Simpson, as Chief Executive Officer  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of M.E. Simpson Co., Inc., certifies that:  
(Enter Name of Business Organization)

### 1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes  No

Federal Employer I.D. #: 35-1474720  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Indiana September 12, 1979  
(State of Incorporation) (Date of Incorporation)

### 2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and 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.

### 3) SEXUAL HARRASSMENT POLICY: Yes No

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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."

4) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes  No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

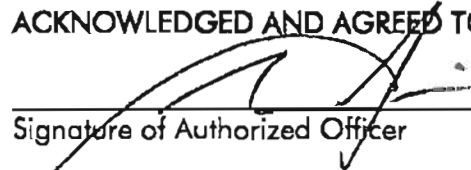
5) **TAX CERTIFICATION:**      Yes []    No [  ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

  
\_\_\_\_\_  
Signature of Authorized Officer

Michael D. Simpson  
\_\_\_\_\_  
Name of Authorized Officer

Chief Executive Officer  
\_\_\_\_\_  
Title

June 6, 2018  
\_\_\_\_\_  
Date

## REFERENCES

ORGANIZATION Village of Downers Grove  
ADDRESS 5101 Walnut Avenue  
CITY, STATE, ZIP Downers Grove, IL 60515-4074  
PHONE NUMBER 630-434-5462  
CONTACT PERSON David Moody, Water Manager  
DATE OF PROJECT Multi Year - Awarded in 2018 - began June of 2018

ORGANIZATION City of Bloomington, Indiana  
ADDRESS 600 E. Miller Dr.  
CITY, STATE, ZIP Bloomington, IN 47401-6540  
PHONE NUMBER 812-349-3637  
CONTACT PERSON Tom Axsom, Director of Operations  
DATE OF PROJECT Fall - 2017

ORGANIZATION Village of Tinley Park  
ADDRESS 16250 S. Oak Park Avenue  
CITY, STATE, ZIP Tinley Park, IL 60477  
PHONE NUMBER 708-844-5535  
CONTACT PERSON Jeff Cossidente, Water Superintendent  
DATE OF PROJECT 2016/2017 Fall/Spring

Proposer's Name & Title: Michael D. Simpson, Chief Executive Officer

Signature and Date:  June 6, 2018

## INSURANCE REQUIREMENTS

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

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit  
\$1,000,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit  
Additional Insured Endorsement in favor of the Village of Orland Park

### GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

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

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The 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.

ACCEPTED & AGREED THIS 6 DAY OF June, 20 18

Signature

Michael D. Simpson, CEO

Printed Name & Title

Authorized to execute agreements for:

M.E. Simpson Co., Inc.

Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> General Insurance Services 4208 Calumet Ave P.O. Box 1818 Valparaiso IN 46384		<b>CONTACT NAME:</b> Stacy Rutkowski <b>PHONE (A/C No. Ext.):</b> (219) 464-3511 <b>FAX (A/C No.):</b> (219) 531-9446 <b>E-MAIL ADDRESS:</b> stacy@ganins.com	
<b>INSURED</b> M E Simpson Co Inc 3406 Enterprise Ave Valparaiso IN 46383		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance NAIC # 10677 <b>INSURER B:</b> Cincinnati Casualty 28665 <b>INSURER C:</b> Landmark American Insurance <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL1831223876 REVISION NUMBER:

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

INSR (TR)	TYPE OF INSURANCE	ADDITIONAL INSURER (INSO) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCO Coverage is included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X Y	EPP0417637	12/23/2017	12/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	EPP0417637	12/23/2017	12/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$		EPP0417637	12/23/2017	12/23/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EWK 0417638	12/23/2017	12/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		EMR163284	4/25/2018	4/25/2019	\$3,000,000 Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP#18-026 Hydrant Flow Testing for Main Capacity  
The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are Additional Insureds on a Primary & Non-Contributory basis with respect to all claims arising out of operation by or on behalf of the named insured. A Waiver of Subrogation applies in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverages's.

<b>CERTIFICATE HOLDER</b> Village of Orland Park 14700 South Ravinia Ave. Orland Park, IL 60462	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Behrendt/STACY
----------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

**Blanket Waiver of Subrogation**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-23-2017 Policy No. EWC 041 76 38-01 Endorsement No.

Insured ME SIMPSON CO INC

Insurance Company THE CINCINNATI CASUALTY COMPANY Premium \$INCL

Countersigned by \_\_\_\_\_




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

**ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12/23/2017	Policy Number: EPP 0417637
Named Insured: ME Simpson Co., Inc.	
Countersigned by: 	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SECTION II - LIABILITY COVERAGE, A. Cover-  
age, 1. Who is an Insured is amended to include  
as an insured any person or organization with  
which you have agreed in a valid written contract  
to provide insurance as is afforded by this policy.**

This provision is limited to the scope of the valid  
written contract.

This provision does not apply unless the valid  
written contract has been executed prior to the  
"bodily injury" or "property damage".

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

**CONTRACTORS' COMMERCIAL GENERAL LIABILITY  
BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Endorsement - Table of Contents:**

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage .....	2
2. Unintentional Failure to Disclose Hazards .....	7
3. Damage to Premises Rented to You .....	8
4. Supplementary Payments .....	8
5. Medical Payments .....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.) .....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations .....	10
8. Waiver of Subrogation .....	10
9. Automatic Additional Insured - Specified Relationships: .....	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property .....	14
11. Property Damage to Borrowed Equipment .....	14
12. Employees as Insureds - Specified Health Care Services: .....	14
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence .....	14

**B. Limits of Insurance:**

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

**1. Employee Benefit Liability Coverage**

Each Employee Limit: \$ 1,000,000  
 Aggregate Limit: \$ 3,000,000  
 Deductible: \$ 1,000

**3. Damage to Premises Rented to You**

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ \_\_\_\_\_

**4. Supplementary Payments**

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

**5. Medical Payments**

Medical Expense Limit: \$ 10,000

**6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)**

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ \_\_\_\_\_

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
<b>TOTAL ANNUAL PREMIUM</b>			<b>\$</b>

**11. Property Damage to Borrowed Equipment**

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

**C. Coverages:**

**1. Employee Benefit Liability Coverage**

a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION II - LIMITS OF INSURANCE; and

2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
  - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

**(a) Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3) Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

**b. Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits of Insurance**

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage and the rules below fix the most we will pay regardless of the number of:

- (a) insureds;

- (b) Claims made or "suits" brought;
  - (c) Persons or organizations making claims or bringing "suits";
  - (d) Acts, errors or omissions; or
  - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or
  - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

**(4) Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
  - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**d. Additional Conditions**

As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- (1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

**2. Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

**5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

- (1) The following definitions are added:

**1. "Administration" means:**

- a. Providing information to "employees", including their dependants and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

In any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

22. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

## 2. Unintentional Failure to Disclose Hazards

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.



**3. Damage to Premises Rented to You**

- a. The last Subparagraph of Paragraph 2, SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions is hereby deleted and replaced by the following:

Exclusions e. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
  - a) Wear and tear;
  - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - c) Smog;
  - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

e) Settling, cracking, shrinking or expansion; or

f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

1) Earthquake, volcanic eruption, landslide or any other earth movement;

2) Water that backs up or overflows from a sewer, drain or sump;

3) Water under the ground surface pressing on, or flowing or seeping through:

a) Foundations, walls, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

1) You did your best to maintain heat in the building or structure; or

2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit of Insurance**

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this Insurance applies.

(3) The amount we will pay is limited as described in Section B. Limits of Insurance, 3. Damage to Premises Rented to You of this endorsement.

**4. Supplementary Payments**

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. Limits of Insurance, 4.a. Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. Limits of Insurance, 4.b. Loss of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. Limits of Insurance, 5. Medical Payments of this endorsement.

**6. Voluntary Property Damage and Care, Custody or Control Liability Coverage**

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

**b. Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B, Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**7. 180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**8. Waiver of Subrogation**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**9. Automatic Additional Insured - Specified Relationships**

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
  - (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
    - 1) The insurance afforded the vendor does not apply to:
      - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - b) Any express warranty unauthorized by you;
    - c) Any physical or chemical change in the product made intentionally by the vendor;
    - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
    - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
    - a) From whom you have acquired such products, or any ingredient, part or container, entering into, so-

- companying or containing such products; or
- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - 2) The construction, erection, or removal of elevators; or
  - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
    - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
  - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
  - (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
    - 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to Insurance provided to an additional insured designated under Paragraph 9.a.(2) Sub-paragraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 8. Other Insurance is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. Conformance to Specific Written Contract or Agreement is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or

- b. Include coverage for completed operations; or

- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

**10. Broadened Contractual Liability - Work Within 50' of Railroad Property**

It is hereby agreed that Paragraph f.(1) of Definition 12, "Insured contract" (SECTION V - DEFINITIONS) is deleted.

**11. Property Damage to Borrowed Equipment**

a. The following is hereby added to Exclusion J, Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance,

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

**(2) Deductible Clause**

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**12. Employees as Insureds - Specified Health Care Services**

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

**13. Broadened Notice of Occurrence**

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY COND-

TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".