

VILLAGE OF DOWNERS GROVE
Report for the Village
5/8/2018

SUBJECT:	SUBMITTED BY:
Fire Hydrant Maintenance and Flow Testing	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested authorizing the execution of a three-year contract for fire hydrant maintenance and flow testing services to M.E. Simpson Co., Inc. of Valparaiso, Indiana in the amount of \$363,563.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The total cost of this contract in FY18 is \$119,329. The FY18 budget includes \$120,000 in the Water Fund (Page 4-35, Line 18) for this contract.

RECOMMENDATION

Approval on the May 8, 2018 consent agenda.

BACKGROUND

This program involves using a technical service provider to conduct inspection activities and flow testing of the Village's 2,788 fire hydrants. According to American Water Works Association (AWWA) standards, "To ensure that a hydrant will work correctly when it is needed, a periodic testing and maintenance program must be followed. All hydrants should be inspected regularly, at least once a year, to ensure their satisfactory operation."

A Request for Proposals (RFP) seeking services from a qualified vendor to provide the hydrant maintenance and flow testing program for 2018-20 was issued and one proposal was received with pricing information summarized in the table below.

Three Year Contract Summary

Service Provider	Proposed Price 2018	Proposed Price 2019	Proposed Price 2020	3-Year Contract Total
M.E. Simpson Co., Inc., Valparaiso, Indiana	\$119,329	\$119,329	\$124,905	\$363,563

Staff recommends award of a three-year contract for fire hydrant maintenance and flow testing services with M.E. Simpson Co., Inc. M.E. Simpson's contract cost for 2018 and 2019 reflects about a 4% increase from

the 2017 contract cost. M.E. Simpson has completed the Village's fire hydrant maintenance and flow testing program since 2009 with consistently good results

ATTACHMENTS

Contract Documents

Contractor Evaluation Form



YOUR TEAM FOR SECURE + RELIABLE
Water System Solutions



Proposal to Provide

Village of Downers Grove, Illinois

Fire Hydrant Maintenance & Flow Testing Services

RFP -0-14-2018/TT

March 27, 2018, 11:00 AM





March 27, 2018

Ms. Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Ave.
Downers Grove, Illinois 60515

**RE: REQUEST FOR PROPOSALS, RFP-0-14-2018/TT
ISO FIRE HYDRANT FLOW TESTING AND INSPECTION PROGRAM**

Dear Ms. Tarka:

We are pleased to present the Village of Downers Grove, Illinois, our proposal which includes Fire Hydrant Maintenance and Flow Testing (Main Capacity Testing). M.E. Simpson Co., Inc. is honored to be considered for this work and are confident our team will make the project a true 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, the M.E. Simpson Co., Inc. team 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,

A handwritten signature in black ink that reads "John H. Van Arsdel". The signature is written in a cursive, flowing style.

John H. Van Arsdel
Vice President

John H. Van Arsdel
Vice President

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 T
888.531.2444 F

john@mesimpson.com

Village of Downers Grove



® REQUEST FOR PROPOSAL

Name of Proposing Company: M.E. Simpson Co., Inc.

Project Name: **Fire Hydrant Maintenance & Flow Testing Services**
 Proposal No.: RFP-0-14-2018/TT
 Proposal Due: March 27, 2018 at 11:00 a.m
 801 Burlington Avenue, Downers Grove, IL 60515

Pre-Proposal Conference: Not Required

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: Not Required

Required of Awarded Contractor:

Performance Bond/Letter of Credit: Not Required

Certificate of Insurance: Required

Legal Advertisement Published: March 13, 2018

Date Issued: March 13, 2018

This document consists of 29 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
 PURCHASING ASSISTANT
 VILLAGE OF DOWNERS GROVE
 801 BURLINGTON AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5530
 FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

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I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to March 27, 2018 at 11:00am.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

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the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by proposers is strongly advised as this will be the last opportunity to ask questions concerning the proposal.

3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

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7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS**9. VILLAGE ORDINANCES**

- 9.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

- 10.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

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13. NONDISCRIMINATION

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

14.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

- 15.1.1 That it will not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, 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 the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, 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

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addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or

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that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

18.1 This contract is not subject to prevailing wages.

19. PATRIOT ACT COMPLIANCE

The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

20. INSURANCE REQUIREMENTS

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident

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Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers Grove, officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added,

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without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

21. COPYRIGHT/PATENT INFRINGEMENT

- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive

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Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

24. BUY AMERICA

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

- 26.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

27. TERM OF CONTRACT

- 27.1 This term of this contract will be from award through December 31, 2020 unless terminated sooner in accordance with paragraph 28.

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28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

29. BILLING & PAYMENT PROCEDURES

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 29.3 If this contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 The relationship between the Village and the Proposer is that of a buyer and seller of

Village of Downers Grove

professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

31. STANDARD OF CARE

- 31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

- 32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

33. SUCCESSORS AND ASSIGNS

- 33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

34. WAIVER OF CONTRACT BREACH

- 34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

- 35.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

Village of Downers Grove

36. NOT TO EXCEED CONTRACT

36.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

38. NOTICE

38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

39.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

III. DETAILED SPECIFICATIONS**FIRE HYDRANT MAINTENANCE & FLOW TESTING SERVICES****BACKGROUND**

The Village of Downers Grove's water system covers an area of approximately 16 square miles including areas outside the corporate limits of the Village. The potable water system includes 233 miles of water mains ranging in size from 4-inches to 24-inches in diameter. Within the water system there are 2,788 public fire hydrants.

Village of Downers Grove

INTRODUCTION

The Village of Downers Grove is seeking a qualified firm to be responsible for routine annual maintenance of all fire hydrants within the water system. This routine maintenance must consist of inspecting, cleaning, and clearing of weeds and debris to insure that each hydrant is in serviceable condition. More importantly, the qualified firm must complete flow testing of 20% of the Village's hydrants per year to determine the current availability of water supply for fire suppression. The information derived from these inspections and tests must be recorded and maintained to be compatible with the Village's Geographic Information System (GIS). The Village utilizes GIS to generate operational maps used during emergencies and for planning of future improvements to the water system. The Village currently utilizes *Lucity* as its asset management system.

The contractor must maintain a staffed office within a 100 mile radius of the Village of Downers Grove for the duration of this contract. Further, the contractor must provide 24-hour, 7-day a week emergency service for the duration of this contract.

MAINTENANCE PROCEDURESCustomer Notification

- 1) The selected firm will assist the Village in developing a press release to briefly explain the fire hydrant flow testing program in the areas affected.
- 2) The selected firm's personnel will go door to door forty-eight (48) hours before the scheduled flow testing and hand deliver a door hanger that explains when the fire hydrants will be flow tested in the area and how the customers' services may be affected.

General Guidelines for Testing and Flushing

- 1) Hydrant maintenance must be performed in accordance with the American Water Works Association (AWWA) manual M-17, Chapter 5.
 - a. The Village must be notified prior to the commencement of any flushing or testing procedures. The anticipated location and duration of such activity should be given. The Village must also be notified upon completion of such activities.
 - b. Care must be taken to reduce discharge to minimize water loss. For the discharge that occurs, care must be taken to reduce, to the least degree possible, the potential damage and inconvenience caused by hydrant discharge. Flush elbows or diffusers must be used to reduce the velocity pressure of the discharge stream. Any loose debris left by hydrant discharge must be swept or cleared from roads, streets, and drives.
 - c. Whenever operating hydrant valves, care must be taken to open and close the valve slowly so as to reduce as much as possible, the effects of water hammer on the distribution system.
 - d. Whenever a hydrant is opened, it should be flowed at least until the water runs clear.
 - e. The Public Works Department must be notified in writing daily if broken valves are found.

Routine Hydrant Maintenance Procedure (See AWWA M-17, Chapter 5)

Must consist of the following activities:

Village of Downers Grove

- 1) Check hydrant to make sure that it is visible from the roadway and is clear of any landscaping or plant growth, or other obstructions that could impair locating the hydrant or interfere with its use.
- 2) Minor obstructions such as weed growth or wild plant growth should be trimmed to provide clear access to the hydrant.
- 3) Obstructions caused by utilities, landscaping or ornamental plant growth must be noted and reported to the Village of Downers Grove Public Works Department.
- 4) Minor build-up of dirt/sand, which provides insufficient ground clearance, may be removed with a shovel. Excessive build-up, or improperly installed hydrants must be reported to the Village of Downers Grove Public Works Department on a weekly basis.
 - a. Inspect hydrant in accordance with the procedure outlined in AWWA M-17, Chapter 5.
 - b. Fire hydrants must be maintained in accordance with the manufacturer's specifications to include proper greasing, for instance.
 - c. Any fire hydrant that for any reason must be removed from service must be reported immediately to the Village of Downers Grove Public Works Department.

Whenever such a hydrant is returned to service it must undergo the same maintenance and testing procedure as outlined herein.

Flow Testing Procedure (See AWWA M-17, Chapter 6)

Must consist of the following:

- 1) Fire flow tests must be conducted in accordance with the procedure outlined in AWWA M-17, Chapter 6.

Include but not limited to the following details:

- 1) Fire hydrant nozzle size used for each test
- 2) Residual Pressure (Any incidents of residual pressure below 20 psi will be brought to the attention of the Village immediately.)
- 3) Static Pressure
- 4) Flow rate in gallons per minute (gpm)
- 5) The hydrant address and location
- 6) The amount of time it takes to flush each fire hydrant
- 7) An estimate of the water used during the operation of each fire hydrant
- 8) The date tested and technicians operating the fire hydrant
- 9) Hydrants that are in need of repair, painting, color coding, or have operational defects will be noted.

Energy Dissipation

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

Fire Hydrant Closure, Drainage and Leakage

- 1) After the fire hydrant has been flowed, the firm must verify that the hydrant is seated and is draining properly.

Village of Downers Grove

- 2) The firm must also check the fire hydrant with a FCS, S30, L-MIC or other Village-approved electronic listening device to ensure that the hydrant is not leaking.

Fire Hydrant Maintenance and Testing Records

The selected contractor must maintain and update the appropriate fire hydrant maintenance and testing records on the forms shown at the end of AWWA M-17, Chapter 5. Upon completion of each week's fire hydrant maintenance, the updated Fire Hydrant Master Record, Hydrant Maintenance Report, Hydrant Inspection Report, Flow Test Report, and Hydrant Test form for each hydrant inspected and tested must be submitted in electronic format to the Village of Downers Grove Public Works Department so that it is compatible with the Village's GIS and *Lucity* Asset Management System. The data from flow tests must be recorded on the Flow Test Report, Hydrant Test Form, and Master Hydrant List. Any maintenance performed on the hydrant must be recorded on the space provided on the Fire Hydrant Master Record and Hydrant Maintenance Report, along with the date the maintenance was performed.

The selected contractor must maintain their own cloud-based GIS/GPS locating and utility atlas update program with a secure login for Village staff designed to take all of the information the Village currently has about their water system and verify this data while combining this information with the data collected by the contractor's field teams, using state of the art equipment, to produce a highly accurate utility atlas and database for use by the Village and the contractor during the course of this contract. Security and ease of use of the contractor's system must be described in the RFP.

Work Schedule

Working hours must be from 7:00 a.m. to 3:30 p.m., Monday through Friday. Hydrant flow testing must not be conducted during the Village's water conservation period from May 15 through September 15, or on Village holidays.

Holidays consist of the following days:

- 1) New Year's Day
- 2) Memorial Day
- 3) Independence Day
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Day After Thanksgiving
- 7) Christmas Day
- 8) Floating Christmas Holiday

Weekend and evening work requires special permitting but may be necessary.

EXPERIENCE REQUIREMENTS

Before the award of any contract, the firm must show to the complete satisfaction of the Water Manager that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The firm must provide past history and references in order to satisfy the Water Manager in regard to the firm's qualifications. The Water Manager must make reasonable investigations to determine the ability of the firm to perform the work. The Village reserves the right

Village of Downers Grove

to reject any proposal if the evidence submitted by, or investigation of, the firm fails to satisfy the Water Manager that the firm is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the firm's qualifications must include:

1. The ability, capacity, skill and resources to perform the work or provide the service required.
2. The ability of the firm to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the firm.
4. The quality of performance of previous hydrant maintenance and flow testing contracts or services with the Village and other municipalities within the last five (5) years. At least two (2) of the municipal references must be for individual hydrant maintenance and flow testing contracts in excess of 1,500 hydrants annually. These references and the quantity of hydrants maintained and flow tested must be indicated clearly in the proposal.

SERVICES PROVIDED BY THE VILLAGE

The Village will furnish all maps, atlases, and records necessary to properly conduct the hydrant maintenance flow testing program.

The Village 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.*

The Village will supply any other information that may make the job of easier to perform.

PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

Proposal Format

In order to be considered responsive, and evaluate proposals fairly and completely, each prospective firm must follow the format set out in this RFP and provide all information requested. Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. A detailed tabbed index in a 3-ring binder is highly suggested (do not use spiral, comb or glue binding) and must include the following:

Introduction

Proposals must include the complete name and address of firm and the name, mailing address, and telephone number of the person the Village should contact regarding the proposal.

- Proposals must be signed by an authorized representative confirming that the vendor will comply with all provisions in this RFP.

Experience/Staff Resumes

- Indicate the expertise and experience of the firm relative to the requirements contained in this RFP.
- Submit resumes for the individuals who will be performing the services for the Village.

Village of Downers Grove

Resumes shall be formatted in the following order;

- 1) Position with the Company
- 2) Role in the Project
- 3) Experience with the requirements and tasks being requested
- 4) Work history on similar projects with the company
- 5) Legal relationship of the named person with the prime contractor

- Past Experience

Technical Approach/Implementation

A detailed work plan and methodology your firm would follow in performing services under the contract. ***Do not restate the Village's Scope of Work*** but rather provide the approach your firm will take and any recommendations. If your firm's approach is different than stated in the Village's Scope of Work, explain how and why. Demonstrate a complete understanding of hydrant maintenance and water main capacity testing/hydrant flow testing methodologies. Describe the planned testing methodology and field approach to the project. Planned hydrant operation techniques, as well as flow analysis techniques shall be outlined. Account for potential problems to be expected and the possible techniques to be employed for solving those problems.

Provide sample reports, protocol, procedures, or spreadsheets representative of those that will be provided to the Village.

The firm should present a schedule for the project. The schedule will highlight important milestone dates with a description of what these tasks include. Please include a Gantt-type chart depicting the project from start to final acceptance.

Cost Proposal

In conjunction with the proposal, firms shall also submit one (1) original and two (2) copies of the cost proposal (all costs). Proposals shall include an all-inclusive cost per hydrant to complete the scope of services for all three years. While the level of effort may vary from hydrant to hydrant, the proposed average cost per hydrant should be based on the firm's past experience and expertise in this type of work.

PROPOSAL EVALUATION PROCESS

Firm Selection

A technical staff review team will evaluate the proposals. Final selection will be based on the evaluation of proposals unless it is deemed necessary by the committee to conduct interviews. The firm determined best qualified to perform this project will be recommended to the Village Council for contract award. The Village of Downers Grove reserves the right to reject any and all proposals for any reason deemed appropriate by the Village.

IV. PROPOSER'S RESPONSE TO RFP

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

- Firm History

- Resumes

- References

- Scope of Work

- Schedule

- Fee

- Addendum I

- Certificate of Insurance

*See following pages

M.E. Simpson Co., Inc.
3406 Enterprise Ave.
Valparaiso, IN 4638
800.255.1521

Point of Contact: Randy Lusk, Regional Manager & Project Manager
Second Point of Contact: Todd Schaefer, Operations Manager, QA/QC Manager

Staffed Office Locations (3) in the Chicago metro area within 100 miles of Downers Grove, IL:
Dyer, IN, Waukegan, IL, Valparaiso, IN

FIRM HISTORY

M.E. Simpson Co., Inc. was founded in 1979 by Marvin E. Simpson. We are based out of Valparaiso, Indiana, near Chicago, Illinois. Our firm has become the industry leader in developing and providing water loss assessment and distribution system asset management programs and services, aiding our clients in maximizing their peak performance for their water distribution systems. We offer the highest quality Technical and Professional Services, using state-of-the-art technologies and highly skilled and trained professionals. Our staff has developed a host of high-tech programs that will insure that your Utility will be proactive in dealing with your water distribution systems. "Crumbling infrastructure, inaccurate records, conservation, sustainability, water quality, water loss, economic conditions, revenue shortfalls, being green, having enough water"; these are all statements and buzz words in today's society. Currently in the water industry, these words are our reality, thus making them our responsibility.

We've maximized distribution system performance and optimized distribution system data, records, and mapping for all our clients. To date we have provided Water Loss Control programs that have included over 80,000 Large Water Meters serviced (including several utilities in Georgia), 100,000 miles of Leak Detection services and numerous water audit programs. Our Asset Management services have documented over 500,000 valves located and exercised. Our Fire Hydrant Flow testing program has recorded 80,000 fire hydrants inspected, flow tested and water main capacity information developed.

Fire Hydrant History

M.E. Simpson Co., Inc. developed its Fire Hydrant Flow Testing program in 1986 and expanded it to include Fire Hydrant Maintenance. The program is now a fundamental asset management and condition assessment program for our clients. In the early 1990's we developed Pro-Hydrant®, a Microsoft Access database showing all the pertinent information needed to readily recreate fire hydrant flow data and reports. Today that database is now an internet-based program accessible by clients online.

Our crews have been deployed to many locations throughout the United States including Georgia and California, and overseas. Our crews have the unique ability to be able to respond to individual Utility requests because of the cross-training they have received performing all the services M.E. Simpson Co. Inc. provides. We are proud of the work we have performed using the latest technology and meeting the needs of "our customer" the Water Works Industry. We have played an important role in educating utilities about the need for and efficiency of annual maintenance programs; including the development of our online database programs for mainline valve assessments, fire hydrant maintenance and flow testing, Pro-Maps®, our atlas updating services, and the continuing development and manufacturing of the Polcon® Flow Monitoring Equipment.



Role

Project Management and Implementation

Work History

M.E. Simpson Company, Inc.
Regional Manager
2000 – Present

Professional Associations

South Suburban Water Works Association

Mid Central Water Works Association

Illinois Section AWWA

- Membership Coordinator
- Meter Madness Committee
- Water for People Committee

National AWWA

- MEDC – Member Engagement and Development Committee

Indiana Section AWWA

Professional Certifications

30 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

Randy Lusk

Regional Manager

Project Role: Project Manager

Randy Lusk has been with ME Simpson Co., Inc. since November of 2000. He previously worked in the retail business as a Regional Manager for 10 years then was given the opportunity to work in the water industry after learning the value of water and wanting to make a difference. He has attended many classes and lectures on the operations and maintenance of water systems, small and large. Before becoming a Regional Manager, he worked in the field for 5 years where he had hands on experience with water systems and this is where he learned such skills and knowledge as valve location and exercising, hydrant flow testing and maintenance and how to find and successfully locate water leaks for communities. Randy is also an Illinois Class D Water Operator which is his proudest accomplishment to date in the water industry.

Randy is also an IEPA accredited instructor where he travels throughout the state of Illinois and offer CEU's through organizations that include ISAWWA, APWA, IRWA and local operator groups. Randy teaches classes on Water Loss, Water Audits, Main Capacity Testing, Hydrant Maintenance, Leak Detection, Meter testing and calibration and Unidirectional Flow Testing.

Significant locations where hydrant projects were performed

- Village of Downers Grove, IL (2012 - 2017)
- Village of Orland Park, IL (2012 – 2017)
- Village of Westmont. IL (2011, 2012)
- Village of Lansing, IL (2007-2011)
- Village of Niles, IL (2007-2008, 2009)
- Village of Country Club Hill (2011)
- Village of Brookfield, IL (2007-2008)
- Village of Oak Lawn, IL (2014 - 2015)
- Town of Dyer, IN (2017)
- Village of Lynwood, IL (2016 -2017)



Role

Project Management and Implementation

Work History

M.E. Simpson Company, Inc.
Project Leader
2006 - Present

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

Christopher Hughley

Field Leader

Project Role: Field Leader

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 the operation and maintenance of water meters. He has experience in the 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 experienced in water meter, fire hydrant and water main capacity flow testing, and the operation of our Polcon® Flow Testing equipment.

Significant locations where hydrant projects were performed:

- ◆ City of Avondale, AZ (2012 – 2016)
- ◆ City of Burnsville, MN (2015 – 2017)
- ◆ Town of Dyer, IN (2017)
- ◆ Village of Lynwood, IL (2016 -2017)
- ◆ Village of Oak Lawn, IL (2014 - 2015)
- ◆ Village of Downers Grove, IL (2014-2016)
- ◆ Village of Orland Park, IL (2008-2011)
- ◆ Tetra Tech Engineering, USCG, Alameda, CA (2016)
- ◆ Village of Westmont. IL (2011, 2012)
- ◆ Village of Lansing, IL (2007-2011)



Role

Project Manager and
Implementation

Work History

M.E. Simpson Company, Inc.
Project Leader
2000 - Present

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

Sandison Petretta

Senior Project Leader

Project Role: Field Leader

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.

Significant locations where hydrant projects were performed:

- ◆ Village of Downers Grove, IL (2012 - 2017)
- ◆ Village of Orland Park, IL (2012 – 2017)
- ◆ Village of Westmont. IL (2011, 2012)
- ◆ Village of Lansing, IL (2007-2011)
- ◆ Village of Niles, IL (2007-2008, 2009)
- ◆ Village of Country Club Hill (2011)
- ◆ Village of Brookfield, IL (2007-2008)
- ◆ Village of Oak Lawn, IL (2014 - 2015)



Role

Project Management and Development

Work History

M.E. Simpson Company, Inc.
Operations Manager
Project Manager
1999 - Present

Professional Certifications

- ◆ 30 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

Professional Associations

- Kane County Water Association
- Mid-Central Water Works Association
- West Shore Water Producers Association
- North Suburban Water Works Association
- ◆ Board of Directors (2011 – 2013)
- ◆ Golf Committee (2005 – Present)
- Wisconsin Section AWWA
- ◆ MAC Committee (2012 – Current)
- Wisconsin Rural Water Association
- ◆ Society of Water Professionals (WRWA)
- Illinois Section AWWA
- ◆ Illinois Manufacturers and Associates Council (MAC)
- ◆ Chair(2011 – Present)

Todd Schaefer

Operations Manager

Project Role: QA/QC

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 water meters and backflow testing. Todd has extensive experience in valve location, exercising and mapping, and the use of state of the art leak detection equipment. He is also experienced in the operation and maintenance of water meters, fire hydrant and main capacity testing, and the operation of our Polcon® Flow Testing equipment. 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.

Significant locations where projects were performed:

- ◆ Village of Grafton, WI (2014 - 2017)
- ◆ Village of Carpentersville, IL (2012 – 2017)
- ◆ Village of Downers Grove, IL (2013 - 2017)
- ◆ Village of Orland Park, IL (2012 -2016)
- ◆ Village of Tinley Park, IL (2014 - 2016)
- ◆ Village of Clarendon Hills, IL (2015 – 2017)
- ◆ Village of Niles, IL (204, 2007-2008, 2009)
- ◆ City of Burnsville, MN (2015 – 2017)



Role

Project Management and Development

Education

BS, Mechanical Engineering, Purdue University

Work History

M.E. Simpson Company, Inc.
Project Engineer
Project Manager
1999 - Present

Professional Certifications

Licensed Professional Engineer, Indiana

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

Aaron Horbovetz, PE, PMP

Project Engineer

Project Role: QA/QC

Aaron Horbovetz has been with the Company since September of 1999. He earned his degree in Mechanical Engineering from Purdue University, completed his EIT work and recently passed the PE exam for the state of Indiana. Aaron is also a certified Project Management Professional (PMP®). Aaron is a regular presenter at AWWA conferences since 2012, both at section meetings and at the ACE conferences. He has attended numerous classes and lectures related to the operation, maintenance and installation of water meters, and completed classes in plumbing. Aaron 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; and is also very experienced in the use of all of our Polcon® Flow Testing equipment.

Significant locations where projects were performed:

- City of Atlanta, GA (2014 – 2018)
- Village of Oak Lawn (2012 – 2017)
- Lake Havasu City, AZ (2015 -2016)
- Brown & Caldwell Engineering, Greenville North Carolina (2016)
- Village of Tinley Park, IL (2014 - 2016)
- Village of Clarendon Hills, IL (2015 – 2017)
- Village of Niles, IL (204, 2007-2008, 2009)

REFERENCES

Hydrant Flow Testing and Maintenance Projects, M.E. Simpson Co., Inc.

Village of Westmont, Illinois (2000, 2003, 2006, 2010, 2014, 2016, 2017)

M.E. Simpson Co., Inc. performs water main capacity and fire hydrant flow testing program for the Village. Every third year over 1150 fire hydrants in the distribution system are inspected, operated and flow tested. Mike Ramsey, the Director of Public Works, was the person who developed the “Hydrant Hysteria” competition program for AWWA and many AWWA sections and fully appreciates the value of our hydrant maintenance and flow testing services.

Mr. Mike Ramsey, Director of Public Works
39 E Burlington, Village of Westmont, Illinois 60559
(630) 829-4450 office mramsey@westmont.il.gov

Village of Lansing, Illinois (2002, 2004, 2006, 2007-2011, 2014-2107)

M.E. Simpson Co., Inc. performs water main capacity and fire hydrant maintenance program for the Village. Each year over 300 fire hydrants in a specified area with in the distribution system are inspected, operated and flow tested. This program not only is saving the Village time and money in the areas of water production, distribution system maintenance, and overtime, but the program is also benefiting the Village’s Fire Department’s fire flow records.

Mr. Jim Nickias, Foreman/Water Operator
3300 171st Street, Lansing, IL 60438
(708) 895-7221 office

City of Bloomington, Indiana (1998 - 2017)

M.E. Simpson Co., Inc. performs an ongoing water main capacity and fire hydrant operating program for the City annually since 1998. Each year 1,500 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 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 when needed.

Ms. Nancy Axsom, Project Coordinator
600 E. Miller Drive, Bloomington, IN 47401
(812) 349-1444 naxson@bloomington.in.gov

Village of Orland Park, Illinois (2000 – 2003, 2008-2011, 2013-2015)

M.E. Simpson Co., Inc. performs an ongoing water main capacity testing and fire hydrant maintenance program for the Village on distribution system fire hydrants. Each testing and maintenance program we have flow tested and serviced over 4,500 fire hydrants over a three year period. We found a number of closed valves along with fire hydrants that were inoperable. The program has benefitted the Village’s hydraulic computer model and found some water main leaks when each hydrant was listened to after flushing that helped to lower water loss. The current program approximate annual cost is \$66,650.00.

Mr. John Ingram, Dir. of Utilities
15665 South Ravinia Avenue, Orland Park, IL 60462
(708) 403-6350 JIngram@orland-park.il.us

City of Burnsville, Minnesota (2014-2016)

M.E. Simpson Co., Inc. performed an ISO fire hydrant inspection and operating program for the City. Each year for three years, 1,043 private fire hydrants attached to the distribution system were inspected, operated and flow tested each year. The data collected for the private hydrants was used to update the City's GIS system. This program saved the City time and money in the areas of water production, distribution system maintenance, overtime and Workmen's Compensation claims. The program is also benefiting the City's computer model and Fire Department's fire flow records.

Linda Mullen
Utilities Superintendent
13713 Frontier Ct.
Burnsville, MN | 55337
(952) 895-4552

SCOPE OF WORK

Fire Hydrant Maintenance Program

The Field Scope of Service for the Fire Hydrant Maintenance and Flow Testing is understood to be the following:

Fire hydrants are very important components in a water distribution system. Not only do they provide fire suppression, but serve many other useful functions as well. Hydrants are routinely used for flushing water mains, testing chlorine residuals, street and sewer cleaning, and providing water for construction purposes. However, fire hydrants must be operable and capable of providing adequate fire-flow at all times; that is their primary function. To assure hydrants can be used at any time, a systematic inspection and maintenance program should be in place. By methodically examining all of the hydrants in a distribution system, problems can be identified and corrected before they become catastrophic.

Inspection Process

Hydrants should be inspected on a regular basis, at least once a year. To maintain ISO certification, twice a year inspections need to be performed. Dry-barrel hydrants require two inspections per year, summer and winter, to mitigate the possibility of water freezing in the barrel. This is especially important in areas with high ground water where proper drainage could be affected.

Insurance ratings and ISO certifications are based in part, on the condition of the hydrants, and how closely they meet the standards for operation. Public safety depends on the ability to identify malfunctioning hydrants and being able to repair them in a timely fashion.

General Hydrant Inspection

- ◆ **Appearance:** The color and condition of the paint, based on the Utilities color scheme, will be assessed. Hydrants that have been displaced due to ground-shifting or collision will be documented and the Utility notified immediately. If necessary, bollards will be recommended to protect the hydrant from future collisions. Hydrants located very close to roadways and vehicle traffic will be documented, so they can be moved by the Utility.
- ◆ **Accessibility:** A recommendation will be made to raise or lower a hydrant when improper distance from the ground inhibits proper function. Pumper ports and nozzles that do not face the correct direction will be documented, so that the hydrant can be rotated.
- ◆ **Location:** If GPS option is chosen, the exact location will be determined using GPS and “x-y” coordinates, based on permanent local features.
- ◆ **Leakage:** An electronic listening device will be used to ensure that the fire hydrant is not leaking.
- ◆ **Functionality:** The condition of the pumper/nozzle threads and caps will be assessed for damage and proper function, and will be lubricated for ease of operation. Dry-barrel hydrants will be checked for proper drainage. The condition of the operating nut will be determined, with regard to excessive wear or rounding. Hydrants that are difficult to operate will be exercised, by repeatedly opening and closing the main-valve with the pumper/nozzle caps securely fastened. Hydrants that exhibit evidence of unauthorized operation will be documented so that security devices can be installed to protect against unauthorized usage in the future.

The above is a general description of the type of information gathered during an inspection to determine the condition of the hydrant, and would be used to schedule any necessary repairs. Detailed procedures for inspecting fire hydrants are given below (based on AWWA M17 – ‘Installation, Field Testing, and Maintenance of Fire Hydrants’). Our technicians will use the following methodology when performing hydrant maintenance.

Dry-Barrel Hydrant Inspection & Maintenance Procedure

- ◆ Check and record static pressure.
- ◆ Check the hydrants appearance. Condition of paint and proper color-coding will be assessed.
- ◆ Hydrants that need to be raised or lowered will be documented, as well as accessibility issues.
- ◆ Remove one nozzle/pumper cap and, using a listening device, check for main valve leakage. Repair or schedule a repair, as necessary.
- ◆ Replace the nozzle/pumper cap, loose enough for air to escape. Open hydrant a few turns, allowing air to vent from loose cap. Tighten the cap.
- ◆ Open hydrant fully, checking for ease of operation. Repeatedly exercise the operating stem, as needed, to remove buildup and promote better operation. If lubrication or stem replacement is required, perform or schedule the necessary work.
- ◆ With the hydrant fully pressurized, check for leakage around the flanges, nozzles/pumpers, seals, and operating nut. Repair or schedule a repair, as necessary.
- ◆ Partially close the hydrant to open the drain outlets, with the caps in place to ensure static pressure against the weep holes.
- ◆ Completely close the hydrant, and then turn the operating nut ¼ turn to ½ turn closed to relieve the pressure on the thrust bearing or packing.
- ◆ Remove a nozzle/pumper cap, and attach a diffuser. Flush the hydrant to remove foreign material.
- ◆ Close the hydrant and remove the diffuser. Place your hand over the nozzle/pumper to check for suction as the water drains out of the barrel. For no-drain hydrants, the water must be pumped from the barrel.
- ◆ Check for main valve leakage with an amplified listening device.
- ◆ Remove all nozzle/pumper caps and inspect the threads. Clean and apply approved lubricant to caps and nozzles/pumpers.
- ◆ Inspect cap chains for binding and ease of movement. Unbind or replace, as necessary.
- ◆ Replace the caps and tighten them to the Utilities specification.
- ◆ Check operating nut lubrication and maintain as needed.
- ◆ Inspect breakaway device for damage.
- ◆ If GPS option is chosen, Collect or verify the GPS location of hydrant and the “x-y” location.
- ◆ Notify the Utility immediately of inoperable hydrants needing major repair.
- ◆ Lubrication based on manufacturer’s procedures and recommendations (On fully assembled hydrant)

ISO Requirements

Hydrant maintenance and upkeep is one of many steps leading to ISO certification. ISO certification, with respect to hydrants, requires that a Utility perform hydrant maintenance every six months, including:

- ◆ Location and number identification
- ◆ Identification of physical damage or defect
- ◆ Removing obstructions and debris on or around the hydrant
- ◆ Insure hydrant outlets face the proper direction
- ◆ Make sure there is a minimum 15" clearance between lowest outlet and the ground and ensure traffic feature, if present, is visible and above grade to ensure that it works as intended
- ◆ Insure the auxiliary valve is visible
- ◆ Determine the condition of paint and correct color code
- ◆ All outlets have been cleaned and lubricated
- ◆ Determine the status: Public, Private, or Non-Potable hydrant
- ◆ Obtain static pressure reading
- ◆ Operating stem has been exercised and lubricated per manufacturer's recommendations and procedures
- ◆ Hydrant reflectors and markers have been installed and/or repaired
- ◆ An amplified listening device is used to check for leaks

M.E. Simpson Co., Inc.'s approach to hydrant maintenance comes directly from the AWWA M17 manual, and meets or surpasses all ISO requirements.

Reports

- ◆ All of the information regarding the hydrant, the inspection, and the repair work, will be summarized in a detailed report.
- ◆ Records will be kept electronically, permitting the efficient accumulation and storage of all hydrant data, which can be used to spot trends and to maximize asset management.
- ◆ All inspection and flow data will be managed using web-based Pro-Maps® software, which allows for remote access to all of the hydrant inspection and maintenance records.
- ◆ The progress of the maintenance program will be easily tracked. This helps to determine the effectiveness of the program, and to make decisions regarding future actions that may be needed.

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 hydrant flow testing program at all times.**

Customer Notification

- ◆ 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 Utility will be responsible for the postage and printing costs.
- ◆ M.E. Simpson Co., Inc. can help 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.
- ◆ M.E. Simpson Co., Inc. will use large flushing signs in designated areas to notify areas to be flow tested and inspected.

Field Scope

- ◆ 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 hydrant flow 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.
- ◆ It may be necessary to conduct parts of the hydrant flow 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.
- ◆ 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 lubricated using approved food grade grease for ease of operation
 - Fire Hydrant nozzle size used for each test will be recorded
 - Residual Pressure will be recorded for each Fire Hydrant 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.
- ◆ 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 “flush” hydrant shall be downstream of the “residual” hydrant, thus insuring proper residual readings 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.
- ◆ 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 L-Mic 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 L-Mic 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:	Chrome Yellow
Private System:	Red
Non-Potable System:	Violet (Light Purple)

Hydrant ratings at 20 psi.

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

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the maintenance/flow 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.

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 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-Maps™** an electronic database and mapping program. This documentation allows for the flow-testing program to be repeated at a later date. This electronic program is designed to be a complete system for your Utility to establish an effective fire hydrant flow testing, flushing and maintenance program. The electronic database provides an inventory record system, hydrant maintenance and scheduling. The database includes a complete hydrant flow-testing program for calculating flow test results. **Pro-Maps™/Pro-Hydrant®** is a hydrant record database (ODBC). This data will be available in an electronic format to the Utility with the appropriate access. The data will be maintained offsite at a secure location.
- ◆ 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.
- ◆ 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
- ◆ **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 thirty (30) work days of the completion of the fieldwork.

PRO-MAPS™/PRO-HYDRANT®

The Utility will have access to their GIS data through Pro-Maps™/Pro-Hydrant®. Pro-Maps™/Pro-Hydrant® Online Subscription program is an online application technology that brings your water, wastewater, and stormwater system maps and data with you wherever you go. This web based real-time product allows Utility staff to view, inspect, and collect data on the water, wastewater, and stormwater systems in real time. The features included in this subscription are:

- ◆ The data will be collected in the field on a tablet. The data is then transferred simultaneously over the internet to our corporate office. Once the data has been received by our administration staff, it is reviewed for Q/QC, then imported into our Pro-Maps™/Pro-Hydrant® database. All reports will be generated from this database and made readily available as a deliverable to the Utility.
- ◆ The Utility will be provided with a username and password to access the data on our online Pro-Maps™/Pro-Hydrant® data collection program. This information is housed on a secure, cloud-based server. The Utility will have the ability to receive the data into a format that is compatible with the Utility's current GIS system.
- ◆ Pro-Maps™/Pro-Hydrant® has the ability to display the base map view in multiple formats such as; ESRI Topo, ESRI World Street and ESRI Aerial.
- ◆ Photographs of each asset will be collected and stored within Pro-Maps™/Pro-Hydrant®. These photographs will display the current visual conditions as well as the locations of the assets.
- ◆ Pro-Maps™/Pro-Hydrant® is an online subscription program that will give the user access to their data in an online application and is limited to the data provided by the Utility. The validity of the Utility's additional data on other assets in the water system will be the responsibility of the Utility and will be added into the data set collected in the field by the field teams for inclusion in Pro-Maps™/Pro-Hydrant®. This process requires a thorough inspection, importation, and construction of each individual client's data. This program gives the user access to their water distribution system's assets only. Access to and the creation of water atlas information regarding water mains is not included in this program. Features including, but not limited to, leak isolation, specialty reports, and dashboard information will not be included and data manipulation such as water main creation will be the sole responsibility of the Utility. M.E. Simpson Co., Inc. offers a Pro-Maps™ Atlas Update Program that includes these features.

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 fire hydrant maintenance and flow testing program for the Utility. All materials listed will be on the job site at all times.

- ◆ 4.5" Pumper Port Diffuser, Hose Monster
- ◆ Two 2.5" Port diffusers, Pollards with flow gauges
- ◆ Certified and field tested flow gauges
- ◆ Food grade grease for lubricating the pumper and nozzle ports
- ◆ FCS S30 or Gutermann AquaScope listening device to ensure the hydrant isn't leaking
- ◆ Grease to lubricate the hydrants operating nut and stem
- ◆ 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" magnetic locator
- ◆ A "Radio Detection RD4000" series line locator

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.** 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" Hydrant maintenance and flow testing team is dangerous and impractical where water mains run along and under roadways. It would be a dangerous precedent to allow a "one-person" team to access hydrants located along the roadway, attempt to perform hydrant maintenance and flow testing, 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 activity 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.

SCHEDULE OF WORK

Proposal Due: March 27, 2018, 2:00 pm

Notice To Proceed: TBD

Kick Off Meeting and Commencement of work: Within 14 days of “Notice to Proceed” or as agreed upon between the Utility and M.E. Simpson to meet with Utility staff to go over project goals and objectives. Field work will begin the same day or agreed upon by the Utility and M.E. Simpson Co., Inc.

Fieldwork to be completed and documented: Field work will be started as agreed upon by the Utility and M.E. Simpson Co., Inc. Assume one crew (2 person), 75-85 days in the field for completion of field work for the hydrant maintenance each year for 3 years, and 20-25 days in the field for completion of field work for the flow testing each year for 3 years. Additional hydrant maintenance work beyond the original 2,788 hydrants per year and the 558 hydrants to be flow tested each year will be based on per unit fee and may cause a shift in the completion date.

Daily Work Hours

Normal “on site” daily work hours will be 7:00 AM to 3:30 PM. Any work that needs to be performed outside the normal work hours will be discussed with the Water Superintendent at least 24 hours in advance.

Daily Reporting: The Field staff will meet with assigned Utility staff daily or as needed and determined by the assigned Utility Manager. Hydrants needing immediate attention will be documented and submitted immediately for the Utility’s attention. Minor repairs (such as hydrants that function but need painting, gaskets, leaks, etc) will be reported daily for scheduling of repair. Copies of hydrant sheets where hydrants need moderate to severe repair will be turned in to assigned Utility Manager daily or as agreed upon by, prioritized by severity.

Final Reports: Final summary reports will be available 30 work days after field work has been completed for the program for each year, for the hydrant maintenance portion, and 30 work days after field work has been completed for the flow testing portion. These reports will have all the hydrant data sheets printed and flow data compiled during the course of the project. In addition, the hydrant database will be available “on line”.

INVESTMENT

A commitment to improving and maximizing the Village of Downers Grove's water system for future generations.

M.E. Simpson Co., Inc. is pleased to offer the Village of Downers Grove our proposal for a Fire Hydrant Maintenance and Flow/Watermain Capacity Testing program. This program is based on locating, documenting, and maintaining approximately 2,788 fire hydrants each year and flow testing 20% of the fire hydrants each year in compliance with ISO maintenance practices, in the Village's water distribution system. All procedures and practices will be done in accordance with the above Scope of Services. The maintenance, 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.

2018 Fire Hydrants Maintained at \$41.50 each (Approx. 2,230)	\$92,545.00
2018 Fire Hydrants Flow Tests at \$48.00 each (Approx. 558)	\$26,784.00
2019 Fire Hydrants Maintained at \$41.50 each (Approx. 2,230)	\$92,545.00
2019 Fire Hydrants Flow Tests at \$48.00 each (Approx. 558)	\$26,784.00
2020 Fire Hydrants Maintained at \$43.50 each (Approx. 2,230)	\$97,005.00
2020 Fire Hydrants Flow Tests at \$50.00 each (Approx. 558)	\$27,900.00

These fees are all based on [approximate](#) numbers of fire hydrants to be maintained and/or 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-Maps™/Pro-Hydrant®](#) electronic 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 Maintenance and 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.



www.downers.us

March 19, 2018

RFP-0-14-2018/TT

**FIRE HYDRANT MAINTENANCE & FLOW TESTING
SERVICES**

**COMMUNITY RESPONSE
CENTER**

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

An Addendum has been posted to include the following information for the RFP for Fire Hydrant Testing and Maintenance.

The use of "hydrant flushing in area" signs placed in the neighborhood at least 24 hours in advance is sufficient in lieu of individual door hangers.

Please return this addendum with your original bid documents.

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

Sincerely,

Theresa H. Tarka
Village of Downers Grove
Purchasing

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2018

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).

PRODUCER General Insurance Services 4208 Calumet Ave P.O. Box 1818 Valparaiso IN 46384	CONTACT NAME: Stacy Rutkowski PHONE (A/C. No. Ext): (219) 464-3511 E-MAIL ADDRESS: stacy@genins.com FAX (A/C. No.): (219) 531-9446														
INSURED M E Simpson Co Inc 3406 Enterprise Ave Valparaiso IN 46383	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B: Cincinnati Casualty</td> <td style="text-align: center;">28665</td> </tr> <tr> <td>INSURER C: Landmark American Insurance</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance	10677	INSURER B: Cincinnati Casualty	28665	INSURER C: Landmark American Insurance		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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"/> XCU Coverage is included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	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 - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <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 RETENTION \$		X	EPP0417637	12/23/2017	12/23/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EWC 0417638	12/23/2017	12/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			LHR163284	4/25/2017	4/25/2018	\$3,000,000 Each Claim

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

Proposal: RFP-0-14-2018/TT
 Village of Downers Grove, officers, employees and volunteers are Additional Insureds on a primary & non-contributory basis under General Liability and Automobile Liability when required by written contract. A Waiver of Subrogation applies under Workers Compensation. Umbrella follows form. A 30 day wirtten notice of cancellation applies.

CERTIFICATE HOLDER (630) 434-5571 Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515	CANCELLATION 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
---	---

EPP 0417638

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

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• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
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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			\$
TOTAL ANNUAL PREMIUM			\$

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 III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

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

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 dependents 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.

8. "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 c. 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 organizations(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, ac-

- 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) Subparagraph (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 5. 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, 5. 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 CONDI-

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".


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".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

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

This agreement 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 _____

WC 00 03 13

© 1983 National Council on Compensation Insurance.

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

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

Date: 3-27-18

3406 Enterprise Avenue
Street Address of Company

randy.lusk@mesimpson.com
Email Address

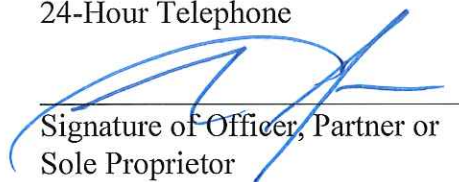
Valparaiso, IN 46383
City, State, Zip

Randy Lusk
Contact Name (Print)

800-255-1521
Business Phone

800-255-1521
24-Hour Telephone

888-531-2444
Fax


Signature of Officer, Partner or
Sole Proprietor

Michael D. Simpson, CEO
Print Name & Title

ATTEST: If a Corporation

Pamela Hood
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: M.E. Simpson Co., Inc.

ADDRESS: 3406 Enterprise Avenue

CITY: Valparaiso

STATE: Indiana

ZIP: 46383

PHONE: 800-255-1521 FAX: 888-531-2444

TAX ID #(TIN): 35-1474720

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation**
- Government Agency

SIGNATURE: 

DATE: 3-27-18

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Fire Hydrant Maintenance & Flow Testing Services, proposer M.E. Simpson Co., Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. This paragraph does not apply to this contract.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

3 5 - 1 4 7 4 7 2 0

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 23rd day of March, 2018.


Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Indiana, which operates under the Legal name of M.E. Simpson Company, Inc., and the full names of its Officers are as follows:

President: Dan E. Hood

Secretary: Pamela Hood

Treasurer: Michael D. Simpson

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of
_____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of
_____.

6. Are you willing to comply with the Village's preceding insurance requirements within 13
days of the award of the contract? Yes

Insurer's Name Cincinnati Insurance

Agent General Insurance Services - Mark Behrendt

Street Address 4208 Calumet Avenue #100

City, State, Zip Code Valparaiso, IN 46383

Telephone Number 219-464-3511

**I/We affirm that the above certifications are true and accurate and that I/we have read and
understand them.**

Print Name of Company: M.E. Simpson Company, Inc.

Print Name and Title of Authorizing Signature: Michael D. Simpson, CEO

Signature: 

Date: 3-27-18

Apprenticeship and Training Certification

(Does not apply to federal aid projects. **Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.**)

Name of Proposer: _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the proposer will perform with its own forces. The proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the proposer is a participant and that will be performed with the proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

Village of Downers Grove

Suspension or Debarment Certificate
--

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

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

Address: 3406 Enterprise Avenue

City: Valparaiso Zip Code: 46383

Telephone: (800) 255-1521 Fax Number: (888) 531-2444

E-mail Address: randy.lusk@mesimpson.com

Authorized Company Signature: 

Print Signature Name: Michael D. Simpson Title of Official: CEO

Date: 3-27-18

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

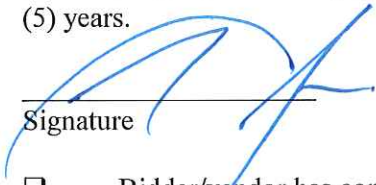
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the Five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Michael D. Simpson
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Village of Downers Grove

Contractor Evaluation

Contractor: M.E. Simpson Co., Inc.

Project: Hydrant Maintenance and Flow Testing Program

Primary Contact: Randy Lusk Phone: 1-800-255-1521

Time Period: 2015 – 2017

On Schedule: X yes no

Provide details if early or late completion: Contractor finished on time each of the three years of the contract with no requests for time extensions. As per contract, a final report of the program was submitted annually for each of the three years of work.

Change Orders (attach information if needed): None requested.

Difficulties / Positives: The contractor inspected approximately 2,200 fire hydrants and flow tested about 550 annually for the term of the contract in accordance with American Water Works Association (AWWA) standards. The contractor communicated their activities to Village staff daily and placed signs in neighborhoods to notify the public while work was taking place. Their work has contributed toward the Village's improved ISO rating.

Interaction with public:

X excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

X Well Satisfied Satisfied Not Satisfied

Should the Village contract with this vendor in the future? X Yes No

Reviewer: David Moody

Date: April 20, 2018