

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

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| SUBJECT: | SUBMITTED BY: |
| Water Distribution System Valve Assessment Services | Nan Newlon Director of Public Works |

SYNOPSIS

A motion is requested authorizing the execution of a three-year contract for water distribution valve assessment services to M.E. Simpson Co., Inc. of Valparaiso, Indiana in the amount of \$194,600.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The total cost for this contract in FY18 is \$64,400. The FY18 budget includes \$65,000 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 the services of a technical service company to assess the condition of 1,400 main line water distribution valves in the Village's water system per year to ensure that the devices are operable and accessible. This annual total represents half of the valves in the system, meaning that each valve is exercised (open and closed) every other year in accordance with American Water Works Association (AWWA) standards.

The primary benefits associated with this program include the following:

- Maintain accurate records of detailed valve information
- In an emergency (such as a water main break), exercised valves ensure rapid shut downs that minimize water and service loss to neighboring properties
- Exercised valves last longer
- Reduce labor costs by being able to find and use valves in an emergency

A Request for Proposals (RFP) seeking services from a qualified vendor to provide the water distribution system valve assessment program for 2018-20 was issued in March in accordance with established procurement procedures. One proposal was received and is summarized 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 | \$64,400 | \$64,400 | \$65,800 | \$194,600 |

Staff recommends award of a three-year contract for water distribution valve assessment services to M.E. Simpson Co., Inc. The contract cost for 2018 and 2019 reflects approximately a 2% increase from the 2017 contract cost. M.E. Simpson has completed the Village's water distribution valve assessment program since 2010 with consistently good results.

ATTACHMENTS

Contract

Contractor Evaluation



April 3, 2018

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

**RE: REQUEST FOR PROPOSALS, RFP-0-15-2018/TT
Water Distribution Valve Assessment Services**

Dear Ms. Tarka:

We are pleased to present the Village of Downers Grove, Illinois, our proposal for the Water Distribution Valve Assessment Services, RFP-0-15-2018/TT. 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. Giant Maintenance and Restoration, Inc., is well known throughout the US for providing the highest quality hydrant painting. We both 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".

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

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® REQUEST FOR PROPOSAL

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

Project Name: Water Distribution Valve Assessment Services

Proposal No.: RFP-0-15-2018/TT

Proposal Due: April 3, 2018, 11:00 a.m.

Pre-Proposal Conference: NA

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No

Certificate of Insurance: **Yes**

Legal Advertisement Published: March 20, 2018

Date Issued: March 20, 2018

This document consists of 32 pages.

Return (1) **original** and (1) **CD or Flash Drive** 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 the Village of Downers Grove will receive sealed Proposals up to April 3, 2018, 11 a.m. .
- 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 the requirements of the Contract Documents considered severally and

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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 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 Proposal 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 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 Proposals 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 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.

13. NONDISCRIMINATION

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

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- (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 it 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 5/1-101et. 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 because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge

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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 disability unrelated to ability, military status, order of protection status, sexual orientation, 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 addition, the Proposer will not utilize any subcontractor declared by

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the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions 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

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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 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

19.1 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 Contract 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 or 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> |

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| | | |
|---|----------------------------|--------------------------------|
| Commercial Automobile Liability | \$1,000,000 | Each Accident |
| 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, its 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 the 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 Contract pursuant to its terms.

Village of Downers Grove

- 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, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days 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 of 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 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

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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 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 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 proposal 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 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 or proposal 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 subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

27. TERM OF CONTRACT

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

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 Contractor, 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 Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor 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 Contractor 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 Contractor 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 Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

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 Contractor 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 Reserved

- 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) constructions 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**WATER DISTRIBUTION VALVE ASSESSMENT****1.0 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. While there is an older historic part of the Village with water mains dating back to the early 1900's, a majority of the water mains were constructed after 1960. Within the water system there are

Village of Downers Grove

approximately 2,800 main line valves consisting primarily of gate valves (approx. 95%) and butterfly valves (approx. 5%).

The Public Works Department has established the maintenance goal of exercising valves every other year in order to improve water system reliability and customer service by minimizing water service outages. In order to meet the valve maintenance goals the Village is seeking the assistance of a company specializing in water system maintenance. The company will perform valve maintenance on main line valves.

The Village has a GIS database of the water system including GPS location data for more than 99% of the main line water valves. The GIS software platform is ESRI and the Village uses the NAD State Plane Illinois East coordinate system. Part of this scope of work includes field capturing and downloading GIS coordinates for any unmapped valves as they are maintained.

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

2.0 SPECIFICATIONS/REQUIREMENTS

- The work covered under this project is to develop, plan and execute a program to inspect, assess, exercise, document, and map (where not already mapped) 1,400 water distribution system valves annually for the term of this contract.

2.1 Contractor Contact and Performance Time

- The Contractor shall designate a primary point of contact for this contract who will be available during regular business hours as defined by the Village of Downers Grove. In the event the primary contact is not available, the Contractor shall designate no less than two (2) alternate contacts.
- The Contractor must have sufficient labor and equipment dedicated to this project in order to perform the work within the timeframes described herein.

2.2 Reference Standards

- All work and material shall be per the Village Water Distribution Specifications, latest edition, unless specifically modified by these Technical Specifications.
- American Water Works Association (AWWA) Standards shall apply to all materials used for water distribution, when not otherwise covered by the Village Water Distribution Specifications.
- Traffic Control Plans and equipment shall be per “Manual on Uniform Traffic Control Devices” (MUTCD).
- Work within Burlington Northern Santa Fe (BNSF) Right of Way shall be performed per BNSF Standard Specifications and Drawings, where applicable, or under a project-specific encroachment permit if such permit is issued and in force.

2.3 Equipment and Materials

- The Contractor is required to supply all labor, materials, tools, plant, power, water, equipment, insurance, bonds, and supervision to complete the work.

Village of Downers Grove

- The Contractor is solely responsible to protect his equipment and materials while engaged in any task under this contract. The Village shall not be responsible for any damage or theft of equipment and materials.
- The Contractor shall be responsible for the storage of all necessary construction equipment, tools, and materials. Village property or facilities including but not limited to streets, roads, and highways may not be used except for direct performance of the work or upon written approval of the Village Project Manager.

2.4 Coordination with Village Operations

- The Contractor shall coordinate all work with the Village to ensure no unnecessary interruption of service.
- Mainline shutdown requests shall be made to the Village of Downers Grove at least two (2) days in advance of the requested shutdown. The Contractor will provide notification to affected residents in advance of the shutdown. In addition the Contractor will be working with Village staff when valve repairs are determined necessary.

2.5 Protection of Adjacent Utilities and Structures

- For scheduled work, the Contractor shall request and coordinate utility mark out through Joint Utility Locating Information for Excavators (JULIE) no less than two (2) working days prior to excavation. For emergency work, the Contractor shall notify JULIE and request mark out immediately upon mobilization to the job site.
- The Contractor shall exercise care and caution to prevent damage to existing structures during the work. All damage to existing public or private structures and utilities shall be repaired per the General Conditions at the Contractor's expense.
- The Contractor shall not unduly restrict access to private property or access for mail delivery or trash pickup, or other related public or private services.

2.6 Job Site Safety

- The Contractor is fully responsible for all job site safety to complete the work in full compliance with all applicable safety regulations such as, but not limited to the Illinois Department of Labor (IDOL) and the Occupational Health and Safety Administration (OSHA).
- The public shall, at all times, be kept safe from the work using all reasonable measures per applicable standards and specifications and at the discretion of the Village Project Manager.

2.7 Valve Location

The Village of Downers Grove will provide the Contractor with a minimum of two copies of the Village of Downers Grove's most current water distribution maps for the project area. The Contractor will locate all valves using the following guidelines:

- The Contractor will search for valves visually using the Village of Downers Grove's water maps.
- The Contractor will search for valves shown on map, by doing a visual inspection, using a magnetic locator, probing rods and other tools.
- If the valve cannot be located after searching for fifteen minutes, the valve will be labeled "cannot locate" and documented as a work order and treated as a standard valve assessment.

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2.8 Valve Identification

Each previously unidentified valve will be given a unique identifier by the Contractor should the valve not already be designated via a unique number by the Village of Downers Grove. The number will be consistent with the existing Village Valve Numeration. Each unique identifier will not replace any existing Village of Downers Grove global identifiers.

2.9 Valve Access

The valve cover shall be removed by the Contractor in order to access the valve. If, after attempting to remove the valve cover it is clear that the cover is “stuck”, the Contractor shall break and replace the cover in order to access the valve. The Village will provide replacement covers.

2.10 Valve Clean Out

The Contractor will remove all debris and water from the box/vault in order to allow access to the valve operating nut and bonnet bolts where possible. In every case the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised.

2.11 Valve Debris Disposal

The Contractor will dispose of all debris and water in a proper container as approved by all federal, state and local authorities having jurisdiction. All debris shall be properly disposed of at an approved dump site and shall follow all federal, state and local laws regarding said process. All liquid waste shall be properly disposed of with treatment, as necessary, prior to dumping in approved legal facilities following stormwater best management practices.

2.12 Valve Inspection

The Contractor will execute a visual inspection of every valve, valve box or valve vault. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground. The specific inspection information to be documented is noted in the Valve Documentation Section.

2.13 Valve Operational Testing

The Contractor will operationally test each valve a minimum of two full cycles. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised slowly with the minimum torque required so as to minimize the possibility of damaging the valve or creating a water hammer. Specific valve exercising guidelines are noted below;

- All valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and an automated turn counter. Torque limits shall be recommended by the Contractor and are subject to Village approval.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the Village of Downers Grove until the valve turns or the operation is suspended again at a higher torque.

2.14 Global Positioning System (GPS) Information for Valves

Village of Downers Grove

Valves not already GPS mapped by the Village encountered in this program are to be GPS mapped with *sub-foot* accuracy and the data delivered in a database compatible with the Village of Downers Grove's GIS. The coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post processing. The Contractor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation.

2.15 Valve Documentation

All the valve information transmitted to the Village of Downers Grove shall include a minimum of the following data:

- Physical data
 - ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, if clean out was necessary, valve discrepancies (categories and details), box/vault discrepancies (categories and details), additional physical information as necessary
- Location data
 - GPS position and coordinate data items as noted in Section 2.17
- Operational data
 - Turns, torque, close direction, torque chart for every 16" and larger valve, specific operational discrepancies (categories and details), additional operational comments as necessary
- Discrepancies
 - Detail on discrepancies so that a work order (as described below) can be concisely created

2.16 Deliverable Database

The Contractor must provide all pertinent valve data digitally in a spatially accurate geodatabase format compatible with Village of Downers Grove's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. In addition to the coordinate data collected, the database shall contain information in agreement with Village of Downers Grove and at a minimum the following attribute data:

Valves

- A Unique Identification Number
- Valve position at the start and completion of work
- Date of Operation
- Valve Size
- Valve Type
- Use of valve
- Valve Structure
- Boolean indicating whether operated
- Boolean indicting whether vacuumed/pumped
- Operating Nut Depth
- Close Direction

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- Number of Turns
- Final Torque
- Valve discrepancies (by category and details)
- Structure discrepancies (by category and details)
- Other value added attribute items as agreed

Before field operations commence, a meeting will be attended by the Contractor and Village of Downers Grove to reach agreement on the specific data schemas to be employed. It is at this juncture that the Contractor and Village of Downers Grove will reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected and calculated information within Village of Downers Grove's data infrastructure so that it can be appropriately mapped and accessed by Village of Downers Grove's staff. In addition, proposals shall offer a detailed solution to seamlessly integrate field collected GIS data into Village of Downers Grove's enterprise data infrastructure.

2.17 Quality Assurance / Quality Control

A detailed QA/QC plan identifying quality checkpoints throughout the program lifecycle shall be presented in the proposal. The Contractor will describe specific methods for developing accuracy consistent with Village Standards and accurate attribute data.

2.18 Repair Work Orders

The Contractor will create work orders for all required repairs that are needed in order to bring all valves in the system up to 100% operability. These work orders will be captured and managed in a work order database to be provided by the Contractor to the Village on a weekly basis. Work orders will specifically note the discrepancy of the valve and the repair activity required to return the valve to full operability.

Work order will contain, at a minimum, the following information:

Valves

- Valve ID
- Map number
- Size of valve
- Specific valve discrepancy (by category and details)
- Specific repair activity required to return the valve to full operability

The Village utilizes *Lucity* as an asset management program for all main line valves. The Contractor shall provide data in such as format that the Village shall have the ability to place the field test information in this database. This documentation shall allow for the valve maintenance program to be repeated at a later date. This software program is designed to be a complete system for the Village to establish an effective valve maintenance program. The software provides an inventory record system, as well as valve maintenance and scheduling.

The selected contractor must maintain their own GIS/GPS locating and utility atlas update program 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

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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.

2.19 Project Schedule

The Contractor will develop an overall schedule of work to be approved by the Village of Downers Grove prior to the commencement of work. The Village of Downers Grove shall approve the work schedule before allowing the Contractor to proceed.

2.20 Summary Report

The Contractor will evaluate and analyze the results of the program and develop a Summary Report for the Village of Downers Grove. This Summary Report will include an evaluation of the project including analysis of the results of the program, findings, lessons learned, recommendations and suggestions for Village of Downers Grove and future valve assessment programs.

2.21 Report Deliverables

At a minimum, the following report deliverables will be presented to Village of Downers Grove;

- Validated geodatabase
- Annotated maps which depict the program area
- A list of recommended valve repairs
- Work orders for these repairs
- A list of recommended valve replacements
- Summary Report

2.22 Experience Requirements

Before the award of any contract, the contractor 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 Contractor must give past history and references in order to satisfy the Water Manager in regard to the Contractor's qualifications. The Water Manager shall make reasonable investigations to determine the ability of the contractor to perform the work. The Village reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Water Manager that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the Contractor'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 Contractor 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 Contractor.
4. The quality of performance of previous water valve turning and GPS locating 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 water valve

Village of Downers Grove

turning and GPS locating contracts in excess of 700 valves annually. These references must be indicated clearly within the proposal.

3.0 PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 Proposal Format

In order to be considered responsive, and evaluate proposals fairly and completely, each prospective contractor must follow the format set out in this RFP and provide all information requested. Proposals should 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:

3.1.1 Introduction

Proposals must include the complete name and address of contractor 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 Contractor will comply with all provisions in this RFP.

3.1.2 Experience/Staff Resumes

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

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 as required in Section 2.22 above.

3.1.3 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.

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

The Contractor will 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.

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3.1.4 Cost Proposal

Proposers shall also submit one (1) original and two (2) copies of the cost proposal. Proposals shall include an all-inclusive cost per valve to complete the scope of services – *with the exception of GPS locating services*. Since the Village does not require GPS locating services on every valve, proposals shall itemize the cost for this task separately. While the level of effort may vary from valve to valve, the proposed average cost per valve should be based on the Contractor's past experience and expertise in this type of work.

4.0 PROPOSAL EVALUATION PROCESS**4.1 Contractor Selection**

A technical review committee 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.

The Village may conduct negotiations with the top vendor(s) if required to determine the acceptability of the proposal in regards to specifications, terms and conditions and cost; therefore, the proposal(s) submitted should contain the vendor's most favorable terms and conditions as well as cost with detailed specifications as proposed, since the selection and award may be made without discussion.

Village of Downers Grove

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

- References

- Resumes

- Scope of Work

- Schedule

- Fee

- 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 and 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.

Valve Assessment History

M.E. Simpson Co., Inc. developed its Valve Assessment program in 1986. Since then, we've improved the program so now it is a fundamental asset management and condition assessment program for our clients. We developed Polcon Pro-Valve®, a Microsoft Access showing all the pertinent information needed to readily recreate valve location and data. Today that database program has been changed into an internet-based mapping and asset management program to be accessible by clients online.

Our Valve Assessment Programs have been employed since 1986 in a majority of municipalities around the Chicago Metro Area and the Midwest, and have spread to other utilities across the US. These programs have benefited municipalities from small systems consisting of 100 valves to systems with several thousands of valves. Additionally, our crews have been deployed to several locations throughout the United States to help utilities with their distribution system maintenance and assessments. 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.

VALVE ASSESSMENT REFERENCES

City of Canton, Ohio (2015 - 2016)

We have been providing valve assessment services for the City of Canton, Ohio since 2013. This is a distribution system that has nearly 3,900 valves in their distribution system, from 4" -42". M.E. Simpson Co., Inc. was contracted through 2016 to perform valve exercising services for the city. Approximately 1,948 valves were operated to insure full operability of the system valves. GPS coordinates are taken for each location and all data was put into a valve database for the utility. Minor valve repairs were also conducted.

Mr. Brent Burrier, P.E.
Senior Engineer
City of Canton
Canton, Ohio
(330) 438-6569

City of Lafayette, Indiana (1996 - 2016)

M.E. Simpson Co., Inc. has provided annual mainline valve assessments for Lafayette Utilities since 1996. Sizes range from 6" to 48". The assessments include locating each valve, and operating each valve through the full cycle of turns, three times. 25 % of the system (approximately 1,100 valves) are operated each year to insure full operability of the system valves. GPS coordinates are taken for each location and all data is put into the Polcon ProValve database for the utility.

Mr. Kerry Smith
Water Superintendent
City of Lafayette, Indiana
(765) 476-4561
ksmith@city.lafayette.on.us

Village of Orland Park, IL (2004-2017)

M.E. Simpson Co., Inc. has been providing valve assessment services for the Village of Orland Park since before 2004. This is a distribution system that has over 4500 valves. The system is divided into areas of 1400 valves each year to be assessed.

Mr. John Ingram
Infrastructure Maintenance Director
Orland Park Public Services
Orland Park, IL
(708)403-6350
JIngram@orland-park.il.us

Village of Carpentersville, Illinois (1991-2017)

M.E. Simpson Co., Inc. has been providing valve assessment services for the Village of Carpentersville since 1991. This is a distribution system that has over 1400 valves. Because this program is performed annually the program has resulted in an easily maintained water system.

Mr. Bob Cole
Director of Public Works
Village of Carpentersville
1200 L.W. Besinger Drive
Carpentersville, IL 60110
(847) 836-2464
bcole@vil.carpentersville.il.us

Village of Lincolnshire, Illinois (2003 - 2017)

M.E. Simpson Co., Inc. has performed a **Valve Exercising Program** for 1/4th of the distribution system for the Water Utility each year. All field data is gathered and entered into the Polcon Pro-Valve[®] database and a report generated documenting the exercising of each valve. **GPS Locations** were taken for all the valves as well, to begin a program of GPS documentation for the distribution system. A CAD based representative diagram of the valve location is also included as part of the database. This was done so that the Utility staff could easily use the information for distribution maintenance. This project is part of an ongoing effort to maintain the distribution system.

Mr. Terry Hawkins
Water Supervisor
Village of Lincolnshire, IL
(847) 833-8600

Village of Tinley Park, IL (2015-2017)

M.E. Simpson Co., Inc. has been providing valve assessment services for the Village of Tinley Park for several years. This is a distribution system that has over 3000 valves. The system is divided into areas of 1125 valves each year to be assessed. The work has helped the utility maintain the distribution system so that it can meet the demands and challenges of the area growth.

Mr. Jeff Cossidente
Water Superintendent
Orland Park Public Services
Orland Park, IL
(708) 444-5535
jcossidente@tinleypark.org



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 valve projects were performed

- Village of Downers Grove, IL (2008 - 2017)
- Village of Orland Park, IL (2004 – 2017)
- Village of Westmont. IL (2001 - 2016)
- Village of Lansing, IL (2001-2017)
- Village of Country Club Hill (2001 - 2012)

**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 valve projects were performed:

- 💧 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, 2017)
- 💧 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 valve projects were performed:

- Village of Downers Grove, IL (2012 - 2017)
- Village of Orland Park, IL (2012 – 2017)
- Village of Westmont. IL (2011 - 2017)
- Village of Lansing, IL (2007-2011)
- 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)

SCOPE OF WORK

Valve Assessment Services

The Field Scope of Service for the Valve Assessment Services Program is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to perform valve assessments on the water distribution system. 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 performing the valve assessments at all times.**

- ◆ Work in an orderly and **safe** manner to insure protection of the local residents, Village 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 valve 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 Village to review the project** guidelines and answer any questions on procedures.
- ◆ Any **pressure zones** in the distribution system will be identified on the water atlas prior to developing the valve assessment program. This will need to be done with distribution personnel prior to the start of the program to avoid having pressure zone problems due to valves opened when they need to be closed.
- ◆ As a part of the valve program, mapping discrepancies found on the current water atlas will be noted and included as a part of the final report so the Village can make needed corrections. This will be included as a part of the periodic reporting to the Village, thus enabling the Village to keep up with mapping corrections.
- ◆ A progression map shall be maintained for each section under study indicating valves 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 valve assessment 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 valve assessment, and traffic volume may affect the ability of the Project Team to be able to safely access valves on busy streets. The Project Team will give 24-hour advanced notice of intent to operate valves in a particular area that may require after hours work or nighttime work. This is so the Village 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.

VALVE LOCATION

The M.E. Simpson Co., Inc. Project Team will:

- ◆ **Examine the water maps** to determine the anticipated location of each water valve.
- ◆ **Attempt to verify** the existence of all water valves shown on the water maps by visual inspection.
- ◆ **Search for water valves** shown, but not identified by visual inspection, using a magnetic locator.
- ◆ **Employ a combination** of recorded information, manual and technical testing techniques as needed to establish the location of remaining water valves.
- ◆ **Identify locations where a water valve is expected**, but not shown on the water map, and proceed through verification and search process.
- ◆ **Two attempts shall be made to locate “lost” valves** before these are turned into the City for location. M.E. Simpson Co. will ask permission to trace existing water mains by means of line locating equipment to establish the configuration of existing water mains and probable location of water valves should search by magnetic locator fail. If the city cannot locate the valve within five working days, M.E. Simpson Co. shall be paid for the attempted locate.
- ◆ **Valve enclosures will be cleaned out** to be able to see the operating nut.
- ◆ **Corrections to the Village maps** shall be drawn on the paper maps provided by the City and returned to the City after the project is completed.
- ◆ **Located valve boxes or valve vault covers** shall be painted with an environmentally formulated **precautionary blue paint** for future identification.

GPS VALVE LOCATION

Once the valves have been located, the M.E. Simpson Co., Inc. Project Team will perform the following for valves that do not already have GPS coordinates:

- ◆ **The Project Team will collect GPS Coordinates** of all valves assessed using the above “Scope of Work”
- ◆ The Project Team will work with the Utility to develop a dictionary” which will define the information to be collected for each attribute. The Data dictionary shall the following but not limited to:
 - Date and time the information was gathered.
 - The unique identifying number for each attribute consistent and compatible with system presently employed by the *Utility*.
 - Location for each attribute referenced by Northing and Easting coordinates generated from the GPS location in the Utility’s local State Plane Coordinate system.
 - Type of Attribute (mainline valve).
 - Offset information if the attribute needs to have the location determined by an offset coordinate due to blocked signals from the GPS satellites.



“data
have

- Any other data required to be collected as part of the attribute data set as defined by the Data Dictionary. This Data Dictionary will be assembled by the Project Team and the Utility.
- ◆ **The accuracy of each GPS location** will be sub-foot.
- ◆ **The location of “offset” GPS locations** shall be accomplished by use of a Laser Rangefinder with an accuracy of 1/10th of a foot with an automatic Electronic Compass coupled to the GPS data collector. This is so that a bearing and distance from the offset location to the target GPS location can be recorded as part of the attribute data. This will allow coordinates to be generated in high tree canopy and urban canyons where normal coverage would not be possible.
- ◆ **GPS locations will need to have readings** from at least four satellites in position and a reading from a local GPS beacon, or five satellites for the position to be considered accurate as a differentially corrected GPS location.
- ◆ **“PDOP” readings need to be less than 5.** “PDOP” readings greater than 5 will not be considered as accurate locations.
- ◆ **A minimum of 30** readings for each position shall be taken.
- ◆ **Position of the GPS satellites shall be given primary consideration.** The position of the satellites shall be recorded as part of the data. If the satellites are low on the horizon, it is expected that the project team will wait until the position is better before attempting to gather the GPS position. Data collected with the satellites low on the horizon and/or poorly distributed shall not be considered valid.
- ◆ **The information collected** will be compiled into the **Pathfinder Office** or **TerraSync™** software database with the ability to export the information into a format acceptable to the Utility such as Microsoft Access, Microsoft Excel, .DXF file, or .SHP file for use in the Utility’s GIS system or CAD mapping program, and also included in the Polcon Pro Valve® database.
- ◆ **All locations will be differentially corrected** for accuracy. A stationary beacon or mobile beacon can be set up to allow differential correction. All data will be “Post-Processed”, so that a comparison can be made to a Local stationary GPS receiver. The locations of the stationary GPS stations can be obtained from the Internet. The particular stationary GPS receiver shall be listed in the final report as the station used for differential correction. This will allow for a greater accuracy of the GPS locations.

DOCUMENTATION OF GPS VALVE LOCATIONS

M.E. Simpson Co., Inc. will provide a location report for each undocumented valve located, and/or a database on a CD in a format agreed upon between the Utility and M.E. Simpson Co., Inc.

- ◆ The GPS location data collected will be exported into a database for Utility use
- ◆ The GPS data collected shall include but is not limited to the following information:
 - a. *Identifying number consistent and compatible with system presently employed by the Utility.*
 - b. *Location referenced by coordinates using the **Illinois State Plane Coordinate System.***
 - c. *Location by street and cross-street names.*
 - d. *Type of structure.*
 - e. *Date and time data was collected.*

VALVE OPERATING

The M.E. Simpson Co., Inc. Project Team will:

- ◆ Operate selected valves in accordance with the AWWA manual M-44, "Distribution Valves: Selection, Installation, Field Testing and Maintenance"
- ◆ Attempt to operate each of the valves manually.
- ◆ Valves requiring an operating torque greater than one hundred (100) foot-pounds shall be operated by a portable and/or truck mounted hydraulic valve machine. The valve operators used by M.E. Simpson Co., Inc. have torque-limiting capabilities that allow incremental settings from fifty (50) to twenty five hundred (2500) foot-pounds of torque.
- ◆ The machine shall be solely and completely dependent upon the operator for continuous control of direction and torque, otherwise known as "non-locking" or "torque limiter" capability.
- ◆ All valves will be operated with the minimum torque required preventing valve damage.
- ◆ Maximum torques shall be as follows:
 - 4" gate valves – 300 ft. lbs.
 - 6" and larger gate valves – 600 ft. lbs.
 - Butterfly valves – 200ft. lbs.
- ◆ During initial valve closure, the valve will be turned no more than five (5) turns before turn direction is reversed to two (2) turns, thus allowing the threads of the stem and gate to free themselves. This closure and partial reversal process shall be repeated until the valve has achieved full closure.
- ◆ The valves will then be operated from full open to full closure until such time as this can be done without further turn range improvement or no further reduction in the required operating torque is noted, through a **minimum of two (2) consecutive ranges of operations and a maximum of seven (7) operations.**
- ◆ **The M.E. Simpson Co., Inc. Project Team shall notify** the *Water Superintendent*, of intent to operate a certain group of water valves. The Team shall obtain permission to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.
- ◆ **Valves found in the closed position** shall be reported to the Village immediately so verification can be made for operating or not.
- ◆ **Valve vaults and boxes shall be cleaned or pumped out** to gain access to the valve and for inspection of the operating nut.
- ◆ **If there is reasonable evidence that a valve might break during the operating process, the Village will be notified immediately and a decision will be made by the Village to attempt or not to attempt the process. Any valves that fail or break during operation will be repaired or replaced by the Village.** M.E. Simpson Company cannot be held responsible for possible valve failures during the operating procedure.

DOCUMENTATION OF VALVE OPERATING

M.E. Simpson Co., Inc. will provide a valve report for each valve located in ProMaps® Online. This data can also be provided to the Village in a database on a CD in Microsoft Access, a .SHP file for Arcview GIS or another format agreed upon between the Village and M.E. Simpson Co., Inc. The database format will be provided by the Village prior to the start of the Valve Program and will include the following:

- ◆ *Identifying number consistent and compatible with system presently employed by the Village.*
 - Valve Number

- Size of Valve
- Type of Valve (Gate, Butterfly, Other)
- Valve Box/Vault
- Direction of Closure
- Depth of Operating Nut
- Valve Use (Mainline, Crossover, Service Line)
- 💧 *Location information*
 - Street Name
 - Cross Street Name
 - House Number (if available)
 - Centerline distances from each street centerline (N-S, E-W) in feet
 - Distance to other landmark (if needed)
 - Site Location (Street, Parkway, Driveway, Easement, Centerline)
- 💧 *Box/ Vault Condition*
 - Valve Box full of Debris
 - Valve Vault full of water
 - Paved Over
 - Valve Box Misaligned
 - Valve Box Buried
- 💧 *Operational Conditions of Valve*
 - Final Number of turns to close
 - Final Position
 - Date Turned
 - Crew performing operation
 - Valve Problems (Bent stem, Packing Leak, Missing Operating Nut, Rounded Operating Nut, Broken Stem, Inaccessible)
 - Comments

Valve Operations

M.E. Simpson Co., Inc. takes great care when operating and operating valves in the water distribution system. Even with our years of proven experience in water system operations problems occasionally occur. Any valves that break or fail during the assessment program will be repaired or replaced at the expense of the water Village. M.E. Simpson Co., Inc. cannot be held responsible for possible valve failures during their operation due to pre-existing conditions. M.E. Simpson Co., Inc. cannot be held responsible for damage done to the water system during valve operating, such as water leaks, discolored water and turbidity that can possibly occur during the process.

PRO-MAPS™

The Utility will have access to their GIS data through Pro-Maps™. Pro-Maps™ 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™ 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™ has the ability to display the base map view in multiple formats such as; ESRI Topo, ESRI World Street and ESRI Aerial.
- ◆ Pro-Maps™ 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™. 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.

Pro-Maps® continues to be developed in house at M.E. Simpson Co. Inc. allowing us total control over the design of the product. Our program is based online in a secure server that only allows selected users access to the information through login/passwords. The advantage of this program allows you the flexibility to view your valve information from any where.

The data saved in Polcon Pro-Maps® can be read and manipulated with any other database product that supports Object Database Connectivity (ODBC). This provides flexibility to a user that needs to cross platforms. This software was developed to keep track of all the information that is associated with main line water valves. There are three areas of information that are recorded in Pro-Maps®. The first area is the [valve card](#). The valve card keeps all the information about the valve that normally doesn't change year to year including:

- ◆ Valve number
- ◆ Map page number
- ◆ Street name
- ◆ Cross street name
- ◆ Size
- ◆ Turn Direction
- ◆ Type
- ◆ Operating nut depth
- ◆ Position
- ◆ Box style
- ◆ Site
- ◆ x-y Coordinates of the valve

The second area is the [exercising history](#). As valves are turned year to year some information changes, this information is kept in ascending order by date so that the most recent information for the valve is always on top. Probably the most important piece of history information is the valve code. The valve code is used to organize the valves into groups. For example: a valve with no problems is coded "Valve

OK” a valve that cannot be exercised because of debris in the box is coded “Box full of debris”. There are many other valve codes describing the condition of the valves. The history section includes:

- ◆ Turn date
- ◆ Number of turns
- ◆ Technician
- ◆ Machine torque ratings
- ◆ Valve Codes
- ◆ Comments

Information alone is useless. In order to make the information worth having it must be used and Pro-Maps® makes that easier to do. Pro-Maps® online/web based database pulls all the valve information together into a variety of reports. Reports include:

- ◆ Valve Card Books
- ◆ Exception Report
- ◆ Valve Listing by Number
- ◆ Valve Listing by Street
- ◆ Problem Valve List (Useful for Work Orders)

FINAL REPORTS, DOCUMENTATIONS and COMMUNICATIONS

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

- ◆ Project Team will **meet daily** with assigned Village personnel to go over progress for prior workday and plan current day and area of valves to be operated.
- ◆ **Document all valve operating and locating** as indicated in the “**Scope of Work**”.
- ◆ **Maintain a progression valve report** of the project indicating valves operated.
- ◆ **Valves found with problems** shall be documented and turned into the assigned Village personnel daily so the Village can make the necessary corrections so the valve can be turned.
- ◆ **Prepare the final report** at the completion of the project which will include all valve documentation per “**Scope of Work**” for the Village, for the total number of valves operated, valves requiring maintenance, as well as other problems found in the system during the course of the program that need the attention of the Water Village. This report shall be made available for submission to the Village within thirty (30) days of the completion of the fieldwork.
- ◆ **The equipment used** will be that which is described in the “Equipment to be used” section.
- ◆ **Any valves that fail or break during operation will be repaired or replaced by the Village. M.E. Simpson Company cannot be held responsible for possible valve failures during the operating procedure.**

**“Effective Communication ...
Accurate Documentation...**

**Insuring the success for the
Valve program.”**

ASSUMPTIONS AND SERVICES PROVIDED BY THE VILLAGE

- ◆ The *Village* will furnish all maps, atlases, (two copies) and records necessary to properly conduct the valve-operating program.
- ◆ The *Village* will provide records such as old valve cards or any additional information that would make the valve location and operating easier to perform. This information shall be regarded as **CONFIDENTIAL** by M.E. Simpson Co., Inc., and will not be shared with anyone outside of the Water Village without consent of the Water Village.

- ◆ The *Village* will notify other departments in the city, town, or village as to the activity of valve operating so that various departments are aware that a program is in progress. This is to insure that if there should be a problem with part of the distribution system, notification can be made promptly.
- ◆ The *Village* will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful in attempting to locate particularly hard-to-find valves and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an “as needed” basis.
- ◆ The Village will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns. This may be required of areas where distribution mains run in easements on private property.
- ◆ The Village will provide all Valve ID numbers, type of valve (if known), Map page numbers or grid number, and any other additional information that can aide in helping the overall success of the program.

VALVES TO BE ASSESSED

Approximately 1,400 valves are to be assessed for the Village through the duration of the project.

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 valve assessments 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 will be turned in.
- ◆ Each step of the valve assessment program will be identified in a valve report.
- ◆ Maintain a progression map to be included with the final report of the project indicating areas where valve assessments have been performed
- ◆ The Utility will be provided with valve assessment information in [Pro-Maps™](#) an electronic database and mapping program. This documentation allows for the valve 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 valve assessment and maintenance program. The electronic database provides an inventory record system, valve maintenance and scheduling. [Pro-Maps™](#) is a valve assessment record database (ODBC and 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 valve assessment reports that includes the turn data, location data, and valve condition.
 - A summary listing of all valves with identified defects.
 - A complete listing of all valves by numerical or indexed order.
 - A complete listing of all valves by alphabetically reference to street and cross street names.
 - All pertinent information such as GPS coordinates, turn data, size, and general condition of the valve
 - Valve location will be documented from existing landmarks in addition to the GPS location and will be a part of each 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 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. Mapping errors on the water atlas
- ◆ **Prepare the final report** at the completion of the project which will include all valve assessment 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.**

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.

- ◆ 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
- ◆ Truck mounted or trailer mounted hydraulic valve operator with adjustable torque control
- ◆ Portable hydraulic valve operator adjustable torque control
- ◆ Truck mounted or trailer mounted Vacuum capable of 300 CFM
- ◆ Trucks are equipped with either a Honda 6.5 horsepower pump capable of discharging 150 GPM or a Stanley Hydraulic pump capable of discharging 450 GPM
- ◆ Extendable valve keys for manual operation

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: April 3, 2018, 11:00 am

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), [35-45 days](#) in the field for completion of field work for the valve assessments each year. Additional valve work beyond the original 1,400 valves per 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. Valves needing immediate attention will be documented and submitted immediately for the Utility’s attention. Minor repairs will be reported daily for scheduling of repair. Valves that 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 Valve Assessment work and 30 work days after field work has been completed. These reports will have all the valve data compiled during the course of the project. In addition, the valve 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 Water Distribution Valve Assessment Services. This program is based on locating, documenting, and maintaining approximately 1,400 main line valves each year in the Village's water distribution system. All procedures and practices will be done in accordance with the above Scope of Services. The valve assessments 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 Valve Assessments at \$46.00 each (Approx. 1,400) | \$64,400.00 |
| 2019 Valve Assessments at \$46.00 each (Approx. 1,400) | \$64,400.00 |
| 2020 Valve Assessments at \$47.00 each (Approx. 1,400) | \$65,800.00 |

These fees are all based on [approximate](#) numbers of valves to be assessed. [The total price will change according to the actual number of valve assessments completed.](#) All procedures will be followed according to the above scope of services. This will include the [Pro-Maps™](#) electronic database loaded with the valve database information for all valves assessed.

We thank you for this opportunity to acquaint you with our Water Distribution Valve Assessment 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2018

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 FAX (A/C, No): (219) 531-9446 E-MAIL ADDRESS: stacy@genins.com | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|---------------------------------|-------|--------------------------------|-------|--|--|------------|--|------------|--|------------|--|
| INSURED M E Simpson Co Inc 3406 Enterprise Ave Valparaiso IN 46383 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <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> </tbody> </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: | |
| 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: | | | | | | | | | | | | | | | |

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: | | | 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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED 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 \$ | | | 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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | 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-0-15-2018/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 |
|---|---|


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. Coverage, 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.

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

A. Endorsement - Table of Contents:

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

B. Limits of Insurance:

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

1. Employee Benefit Liability Coverage

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

3. Damage to Premises Rented to You

The lesser of:

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

4. Supplementary Payments

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

5. Medical Payments

Medical Expense Limit: \$ 10,000

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

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

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

Deductibles (Each Occurrence)

Coverage a. \$250

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

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

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: 3-30-18

3406 Enterprise Avenue
Street Address of Company

randy.lusk@mesimpson.com
Email Address

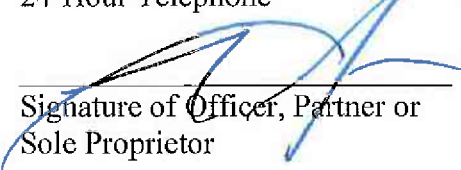
Valparaiso, IN 46383
City, State, Zip

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, Charitable/Nonprofit, Limited Liability Company -Individual/Sole Proprietor, Limited Liability Company-Partnership, Limited Liability Company-Corporation, Government Agency

Medical

Corporation

SIGNATURE:

DATE: 03/30/18

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Water Distribution Valve Assessment Services, Proposer M.E. Simpson Co., Inc. hereby certifies the following:
(Name of Project) (Name of Proposer)

- 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 5/2-105(A)(4);
- 3. 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.
- 4. 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 Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature] CEO
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 30th day of March, 2018.
Carolyn Lewis
Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

(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 Proposal 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:

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 Proposer 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 _____.

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

5. 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: 3-30-18

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 Proposer 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 Proposer is unable to certify to any of the statements in this certification, Proposer 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: 3/30/18

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 submission, an executed Campaign Disclosure Certificate.

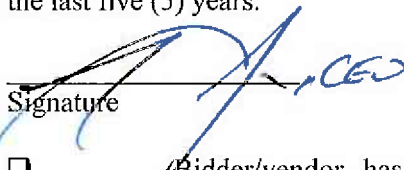
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 or proposal 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: Water Distribution Valve Assessment 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 exercised approximately 1,400 valves per year. The contractor noted valves in need of repair so that Village staff could focus on repairs or replacement of valves that could not be operated.

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 19, 2018