
THE VILLAGE OF TINLEY PARK

**Cook County, Illinois
Will County, Illinois**

**RESOLUTION
NO. 2020-R-084**

**A RESOLUTION APPROVING A CONTRACT RENEWAL BETWEEN THE VILLAGE OF
TINLEY PARK AND M. E. SIMPSON CO. FOR THE WATER ASSESSMENT PROGRAM**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

RESOLUTION NO. 2020-R-084

A RESOLUTION APPROVING A CONTRACT RENEWAL BETWEEN THE VILLAGE OF TINLEY PARK AND M. E. SIMPSON CO. FOR THE WATER ASSESSMENT PROGRAM

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an contract with M. E. Simpson Co., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "contract" be entered into and executed by said Village of Tinley Park, with said contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 1st day of September, 2020, by the Corporate Authorities of the Village of Tinley


Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller


NAYS: None

ABSENT: None

APPROVED this 1st day of September, 2020, by the President of the Village of Tinley Park.



Village President

ATTEST:


Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-084, “**A RESOLUTION APPROVING A CONTRACT RENEWAL BETWEEN THE VILLAGE OF TINLEY PARK AND M. E. SIMPSON CO. FOR THE WATER ASSESSMENT PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1st day of September, 2020.



KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and M.E. Simpson Company, Inc. (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed One Hundred Forty Nine Thousand Three Hundred and 00/100 Dollars (\$149,300.00). Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.
8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time

of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

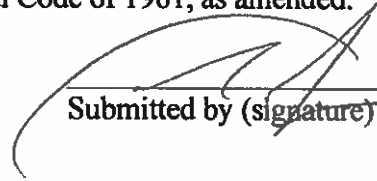
CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

M.E. Simpson Company, Inc.
Name of Contractor (please print)

Chief Executive Officer
Title

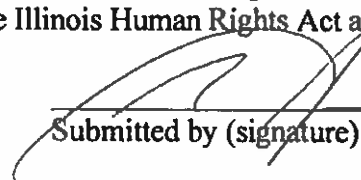

Submitted by (signature)

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

M.E. Simpson Company, Inc.
Name of Contractor (please print)

Chief Executive Officer
Title

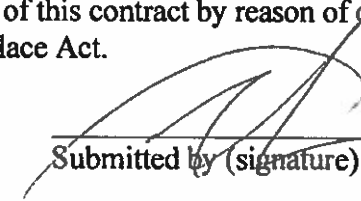

Submitted by (signature)

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

M.E. Simpson Company, Inc.
Name of Contractor (please print)

Chief Executive Officer
Title


Submitted by (signature)

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

M.E. Simpson Company, Inc.
Name of Contractor (please print)

Chief Executive Officer
Title

[Signature]
Submitted by (signature)

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- ~~B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)~~


(Cross out either A or B depending upon which certification is correct)

M.E. Simpson Company, Inc.
Name of Contractor (please print)

Chief Executive Officer
Title

[Signature]
Submitted by (signature)

[NAME OF CONTRACTOR]

BY: 
Chief Executive Officer
Printed Name: Michael Simpson
Title: Chief Executive Officer

8-10-20
Date

VILLAGE OF TINLEY PARK

BY: 
Mayor
(required if Contract is \$10,000 or more)

9-1-2020
Date

ATTEST:


Village Clerk
(required if Contract is \$10,000 or more)

9-1-2020
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

EXHIBIT A

Scope of Professional Services

Part 1 - FIRE HYDRANT ASSESSMENT:

The Village desires the Proposer to develop, plan and execute a program to locate, inspect, assess, operate, record water flowed, mark, grease, create a deliverable database in a format suitable and compatible with the VILLAGE current GIS/Database system platform, and create work orders for fire hydrants. This program will address approximately 1,156 fire hydrants (one-third of fire hydrants) throughout the Village water distribution system.

This work shall essentially consist of the following elements:

- Locations of all fire hydrants in such a manner that will allow their positions to be known and readily re-creatable by Village personnel upon demand.
- Inspection of all fire hydrants for appearance, accessibility, leakage and functionality in accordance with the AWWA M-17 manual, NFPA 291 and ISO requirements.
- Operation of each of the located fire hydrants to such an extent as to insure its ability to operate and fully "flow" upon demand. Adherence to the AWWA M-17 manual, NFPA 291 and ISO requirements is required.
- Compilation of the fire hydrant information collected by means of Pro-Maps™ / Pro-Hydrant® or equal, a fire hydrant online/web based database with hard copy reproduction capabilities. The Pro-Maps™ / Pro-Hydrant® online/web based database is accessible in a majority of GIS systems that support Open Database Connectivity.
- Perform an analysis of the condition and criticality of each fire hydrant. This will be done based on the size of the water mains that feed the fire hydrant; proximity of critical services; location of the fire hydrant in relation to roads or other structures; location of the fire hydrant in relation to water production plants pump stations and/or water towers/storage tanks, and actual operability of the fire hydrant.

Fire Hydrant Location

It is the intent of the Village to maintain a complete and current inventory of the location of all Fire Hydrant attributes in the Village water system.

- The existence of all fire hydrants shown on the water maps will be verified by visual inspection.
- If a new hydrant is located, the fire hydrant shall be marked with for future identification.
- Fire hydrant Attributes will be located in such a manner that allows their positions to be known and readily accessed by Village personnel upon demand.

Fire Hydrant Appearance

- Condition of the paint.
- Verify color correctness, based on the utilities color scheme.
- Note the upright position of the fire hydrant. Note any evidence of being hit by a vehicle.
- Should bollards be installed to protect the fire hydrant? Should the fire hydrant be relocated away from traffic?
- Include in GIS a photo of hydrant in relation to surroundings.

Fire Hydrant Accessibility

- Does the fire hydrant need to be [horizontally] raised, or lowered?
- Do the pumper port and nozzles face the correct direction?
- Does the fire hydrant need to be relocated? Is the soil surrounding the fire hydrant capable of supporting it (important for proper breakaway)?

Fire Hydrant Functionality

- Are the nozzle/pumper threads in working condition?
- Do the nozzle/pumper ports require any maintenance or need to be replaced?
- Does the fire hydrant drain properly (dry-barrel)?
- Is the fire hydrant barrel still dry after pumping out the water and waiting a few minutes?
- Is it difficult to operate?
- Does it provide adequate fire-flow?
- Is the operating nut of the fire hydrant in good condition?
- Have the corners of the operating nut been rounded off (from people using a pipe wrench instead of a fire hydrant key)?
- If it appears that the fire hydrant has been illegally operated, should protective devices be installed to deter vandalism?

Fire Hydrant Inspection and Operation Procedure

- Check the fire hydrants appearance. Condition of paint and proper color-coding should be assessed.
- Does the fire hydrant need raised? Is it accessible and facing the correct direction? Repair or schedule a repair, as necessary.
- Remove one nozzle/pumper cap and, using a listening device, check for main valve leakage. Repair or schedule a repair, as necessary.
- Replace the nozzle/pumper cap, loose enough for air to escape. Open fire hydrant a few turns, allowing air to vent from loose cap. Tighten cap.
- Open fire hydrant fully, checking for ease of operation. Repeatedly exercise the operating stem, as needed, to remove buildup and promote better operation. If lubrication or stem replacement is required, perform or schedule the necessary work.
- With the fire hydrant fully pressurized, check for leakage around the flanges, nozzles/pumpers, seals, and operating nut. Report to Village for repairs and maintenance.
- Partially close the fire hydrant to open the drain outlets, and flush for 10 to 15 seconds.
- Completely close the fire hydrant, and then open it a $\frac{1}{4}$ to $\frac{1}{2}$ to relieve the pressure on the thrust bearing or packing.
- Remove a nozzle/pumper cap, and attach a diffuser. Flush the fire hydrant to remove foreign material.
- Close the fire hydrant and remove the diffuser. Place your hand over the nozzle/pumper to check for suction as the water drains out of the barrel. For no-drain fire hydrants, the water must be pumped from the barrel.
- Check for fire hydrant leakage with a listening device.
- Remove all nozzle/pumper caps and inspect the threads. Clean and apply approved lubricant to caps and nozzles/pumpers.
- Inspect cap chains for binding and ease of movement. Unbind or replace, as necessary.
- Replace the caps and tighten them to the Utilities specification.
- Check operating nut lubrication and maintain as needed.
- Inspect breakaway device for damage.
- Collect or verify GPS location of fire hydrant.
- Notify the Village immediately of inoperable fire hydrants needing major repair.
- Due to the potential condition or deterioration of fire hydrants that may or may not have been operated in the past, the service provider will not be held liable for any assets that fail or break, or the consequences of such failures during the operating

procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the Village.

- The professional services firm shall notify the Utilities Director of their intent to operate a certain group of water fire hydrants. Permission shall be obtained to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.

Documentation

The professional services firm will provide a fire hydrant assessment report for each fire hydrant located and provide the information in a fire hydrant report in an electronic format. The information will then be entered into Pro-Maps™ / Pro-Hydrant® or equivalent software. The report shall include, but not be limited to, the following fire hydrant information:

- Location and number.
- Physical damage or defect.
- Obstructions on or around the fire hydrant.
- Fire hydrant outlets face proper direction.
- Minimum 15" clearance between lowest outlet and ground.
- Auxiliary valve is visible.
- Condition of paint – correct color code.
- All outlets are cleaned and lubricated.
- Status: Public, Private, or Non-Potable.
- Static pressure reading is taken.
- Operating stem is exercised and lubricated.
- Fire hydrant reflectors and markers are replaced and/or repaired.

Atlas Corrections and Notations

The Proposer will document and note any corrections needed on the Village's Atlas. The hydrant numbering system approach shall be discussed with the Village Engineer before being prepared. The Proposer shall be responsible to finalizing the hydrant numbering system. These notations shall be documented as a part of the final report so the Village can make corrections to their existing atlas.

Communications & Deliverables

The Proposer is expected to perform the following:

- Conduct a kick-off meeting with the Village to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Village personnel to go over areas of the fire hydrant assessment program for the prior workday, and plan current day and areas to survey.
- At the end of each day, or as requested, a list of any broken or inoperable fire hydrants will be turned in. Critical fire hydrants that may be subject to breakage will be discussed as far as operation PRIOR to exercising to prevent loss of fire protection.
- Each step of the fire hydrant program will be identified and the fire hydrants assessed and operated will be documented in a written fire hydrant report detailing the entire process from start to finish.
- Information collected by the Project Team during the fire hydrant assessment program and any other information provided by the Village shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Village.
- A fire hydrant assessment log of activity will be included with the final report that will include the following;
 - Areas work performed in
 - Type of problems observed
 - Location of problems discovered
 - Mapping errors on the water atlas
 - Recommendations of fire hydrants installations for better fire suppression control
 - Fire hydrants to be assessed by criticality.
- **A Final report** will be prepared at the completion of the project which will include all fire hydrant assessment reports and other problems found in the system during the course of the fire hydrant assessment program that need the attention of the Water Village. **This final report shall be made available for submission to the Water Department within thirty (30) working days of the completion of the fieldwork.**
- The final deliverable shall be a complete fire hydrant database accessible by the Village "on line" (web based) with appropriate users name and password. This web based system shall be the Pro-Maps™ / Pro-Hydrant® database or equivalent.
- Reports of fire hydrant assessment data shall be available from an export of the database into Excel.

- **If requested**, the Professional Services firm shall present findings of the Fire Hydrant Assessment Program to the Village at a Village Board Meeting at no additional charge.

SERVICES PROVIDED BY THE VILLAGE

- The *Village* will furnish all maps, atlases, (two copies) and records necessary to properly conduct the fire hydrant assessment program
- The *Village* will assist as necessary where traffic control may be extreme.
- 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 with inoperable or difficult to operate fire hydrants 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 LOCATE ALL NONMETALLIC PIPES WITHIN THE SERVICE AREA.

SCOPE OF SERVICE (continued)

Part 2 – WATER MAIN CAPACITY:

The Village desires the Proposer to develop, plan and execute a program to perform water main capacity-fire hydrant testing services on the water distribution system. This program will address approximately 694 fire hydrants (one-fifth of fire hydrants based on 5-year contract) throughout the Village water distribution system.

This work shall essentially consist of the following items:

- Locations of all fire hydrants in such a manner that will allow their positions to be known and readily re-creatable by Utility personnel upon demand.
- Inspection of all fire hydrants for appearance, accessibility, leakage, and functionality in accordance with the AWWA M-17 manual, NFPA 291 and ISO requirements.

- Operation of each of the located fire hydrants to such an extent as to insure its ability to operate and fully “flow” upon demand. Adherence to the AWWA M-17 manual, NFPA 291, and ISO requirements is required.

Compilation of the fire hydrant information collected by means of Pro-Hydrant® database or equal, a fire hydrant online/web based database with hard copy reproduction capabilities. The Pro-Hydrant® online/web based database is accessible in a majority of GIS systems that support Open Database Connectivity.

Perform an analysis of the condition and criticality of each fire hydrant based on the size of the water mains that feed the fire hydrant, proximity of critical services; location of the fire hydrant in relation to roads or other structures; location of the fire hydrant in relation to water production plants, pump stations and/or water towers/storage tanks, and actual operability of the fire hydrant.

The Service Provider will submit a written Standard Operating Procedure or SOP for fire hydrant inspections and flow testing. This SOP will include all aspects of the following:

Fire Hydrant Location

Submit a complete and current inventory of the location of all Fire Hydrant attributes identified on the water atlas in the Utility water system.

- The existence of all fire hydrants shown on the water maps will be verified by visual inspection.
- Once located, the fire hydrant shall be marked with for future identification.
- Fire hydrant Attributes will be located in such a manner that allows their positions to be known and readily accessed by Utility personnel upon demand.

Fire Hydrant Inspection and Operation Procedure

The Service Provider will *provide an SOP for the inspection and operation of the hydrants in the distribution system. This SOP will have a detailed accounting of all the attributes of the hydrant such as paint condition, potential and/or actual leakage, operability, and any other condition that could possibly hamper the use of that hydrant in an emergency. GPS locations will be taken as part of this program. The GPS shall be map grade, with sub foot accuracy. A description of the GPS system along with all the details of the firm’s demonstrated ability to collect valid GPS points will be included with the submittal.*

- Due to the potential condition or deterioration of fire hydrants that may or may not have been operated in the past, the service provider will not be held liable for any assets that fail or break, or the consequences of such failures during the operating

procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the Utility.

- The professional services firm shall notify the Utilities Director of their intent to operate a certain group of water fire hydrants. Permission shall be obtained to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.

Documentation

The professional services firm will provide a fire hydrant assessment report for each fire hydrant located and provide the information in a fire hydrant report in an electronic format. The information will then be entered into Pro-Hydrant® or equivalent software. The report shall include, but not be limited to, the following fire hydrant information:

- Location and number.
- Physical damage or defect.
- Obstructions on or around the fire hydrant.
- Fire hydrant outlets face proper direction.
- Minimum ISO defined clearance between lowest outlet and ground.
- Auxiliary valve is present and visible.
- Condition of paint – correct color code.
- All outlets are cleaned and lubricated.
- Hydrant Status: Public, Private, or Non-Potable.
- Static pressure reading is taken for all hydrants.
- Operating stem is exercised and lubricated.
- Fire hydrant reflectors and markers are replaced and/or repaired.

Atlas Corrections and Notations

The Proposer will document and note any corrections needed on the Utility's Atlas. The hydrant numbering system approach shall be discussed with the Village Engineer before being prepared. The Proposer shall be responsible to finalizing the hydrant numbering system. These notations shall be documented as a part of the final report so the Utility can make corrections to their existing atlas.

DOCUMENTATION AND COMMUNICATION

The Proposer is expected to perform the following:

- Conduct a kick-off meeting with the Utility to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Utility personnel to go over areas of the water main capacity-fire hydrant flow testing program for the prior workday, and plan current day and areas to survey.

- At the end of each day, or as requested, a list of any broken or inoperable fire hydrants will be turned in. Critical fire hydrants that may be subject to breakage will be discussed as far as operation PRIOR to exercising to prevent loss of fire protection.
- Each step of the fire hydrant program will be identified and the fire hydrants assessed and operated will be documented in a written fire hydrant report detailing the entire process from start to finish.
- Information collected by the Project Team during the water main capacity-fire hydrant flow testing program and any other information provided by the Utility shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Utility.
- Pressure gauges to record flow and pressure shall be tested weekly with testing records logged.
- A fire hydrant assessment log of activity will be included with the final report that will include the following;
 - Areas work performed in
 - Type of problems observed
 - Location of problems discovered
 - Mapping errors on the water atlas
 - Recommendations of fire hydrants installations for better fire suppression control
 - Fire hydrants to be assessed by criticality.
- **A Final report** will be prepared at the completion of the project which will include all water main capacity test results, fire hydrant assessment reports and other problems found in the system during the course of the water main capacity-fire hydrant flow testing program that need the attention of the Water Utility. **This final report shall be made available for submission to the Water Department within thirty (30) working days of the completion of the fieldwork.**
- The final deliverable shall be a complete fire hydrant database accessible by the utility "on line" (web based) with appropriate users name and password. This web based system shall be the Pro-Maps™ / Pro-Hydrant® database.
- Reports of fire hydrant assessment data shall be available from an export of the database into Excel.

- **If requested**, the Professional Services firm shall present findings of the Water main capacity-fire hydrant flow testing program to the Village at a Village Board Meeting at no additional charge.

Part 3 - LEAK DETECTION:

The Village desires the Proposer to develop, plan and execute a program to perform leak detection services on the water distribution system. This program will address the Village water distribution system.

This work shall essentially consist of the following elements:

- Complete leak detection of the entire water distribution system through listening to all accessible main line valves, fire hydrants and needed appurtenances to ensure complete coverage of the system.
- Surveying the above appurtenances to locate leaks ensuring that distances between listening points are not greater than 500' on metallic type pipes, not greater than 300' on concrete type pipes and no more than 150' on PVC and HDPE type pipes.
- Collect GPS location of found main line leaks and service leaks.
- Correlation of found leaks.

Compilation of the leak detection information into a complete and comprehensive report.

DETAILED SCOPE

- Listen to all fire hydrants, all main line valves, and when necessary, selected service connections in the entire distribution system. Physical contact with the pipe, valve, hydrant auxiliary valve, hydrant, or service connection.
- Metallic type pipes; listening distances will not exceed 500' between points. I.E.: pipe, valves, hydrant auxiliary valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- AC/Concrete type pipe; listening distances will not exceed 300' between points. I.E.: valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- PVC and HDPE type pipe; All accessible valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct

- contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings. Listening distances will not exceed 150'.
- Valve vaults full of water may be pumped down to see the valve nut and bonnet to facilitate listening.
 - A "Leak" log shall be maintained indicating all areas where suspected leak noise was heard.
 - When leak noise has been detected and or suspected, the Service Provider will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
 - The Service Provider will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator. For Concrete, PVC and HDPE type pipe, locations will be interpolated to the best of the Service Providers ability.
 - The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
 - The Service Provider will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
 - The Service Provider will report daily or per request of the Utility, to the assigned Utility Manager and go over the progress of the previous day, as well as cover what will be surveyed the current day.
 - It may be necessary to conduct parts of the Leak Survey during "off hours" such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Service Provider to be able to safely access main line valves in the middle of the street. The Service Provider will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying.
 - *There will be a minimum of Two Persons per team working on the survey at all times.*
 - The leak detection equipment to be used will be that which was described in the "Equipment to be used" section.

All Field Staff will have readily observable identification badges worn while in the field.

Atlas Corrections and Notations

The Proposer will document and note any corrections needed on the Utility's Atlas. The numbering system approach shall be discussed with the Village Engineer before being

prepared. The Proposer shall be responsible to finalizing the numbering system. These notations shall be documented as a part of the final report so the Utility can make corrections to their existing atlas.

DOCUMENTATIONS and COMMUNICATIONS

The Proposer is expected to perform the following:

- Conduct a kick-off meeting with the Utility to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Utility personnel to go over areas of the fire hydrant assessment program for the prior workday, and plan current day and areas to survey.
- At the end of each day, or as requested, a list of any leaks located.
 - Location of the leak.
 - Estimation of leak.
- Information collected by the Project Team during the leak detection program and any other information provided by the Utility shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Utility.
- A **leak detection log** of activity will be included with the final report that will include the following;
 - ***Areas work performed in***
 - ***Type of problems observed***
 - ***Location of leaks discovered***
 - ***Mapping errors on the water atlas***

A Final report will be prepared at the completion of the project which will include all leak location reports and other problems found in the system during the course of the leak detection program that need the attention of the Water Utility. **This final report shall be made available for submission to the Water Department within thirty (30) working days of the completion of the fieldwork.**

If requested, the Professional Services firm shall present findings of the Leak Detection Program to the Village at a Village Board Meeting at no additional charge.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2020

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 407 E. Lincolnway P.O. Box 1818 Valparaiso IN 46383		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	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance NAIC # 10677	
		INSURER B: Cincinnati Casualty 28665	
		INSURER C: Landmark American Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1912112773 **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	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"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	EPP0417637	12/23/2019	12/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/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 checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EPP0417637	12/23/2019	12/23/2020	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	12/23/2019	12/23/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	BWC 0417638	12/23/2019	12/23/2020	<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			LHR773389	12/23/2019	12/23/2020	Each Claim 3,000,000
A	Leased & Rented Equipment			EPP0417637	12/23/2019	12/23/2020	Deductible \$1,000 \$25,000

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

Water System Assessment Program
The Village of Tinley Park; its officers, officials, Village President, Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees and attorneys are Additional Insureds when required by written contract. A 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park 16250 South Oak Park Avenue Tinley Park, IL 60477	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.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in*

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph b. does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of "your work"*; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph A.1.a. and/or Paragraph A.1.b. above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph A.1., the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph A. does not apply to additional insureds described in Paragraph B.

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph B.1., the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs A. and B.:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs A. and B., the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs A. and B.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- 1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** 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, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

- H.** **Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. 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.