

VILLAGE OF DOWNERS GROVE
Report for the Village
9/3/2019

| | |
|--------------------------------------|--|
| SUBJECT: | SUBMITTED BY: |
| Large Water Meter Testing and Repair | Nan Newlon Director of Public Works |

SYNOPSIS

A motion is requested to authorize award of a three-year contract for water meter testing and repair to Water Services Company of Elgin, Illinois in the amount of \$75,025.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The total cost for FY19 is \$14,545. The FY19 budget includes \$16,000 in the Water Fund for this contract.

RECOMMENDATION

Approval on the September 3, 2019 consent agenda.

BACKGROUND

The purpose of this contract is to provide meter testing and repair services for the routine maintenance of the Village's water metering system with particular emphasis on large multi-family, commercial and industrial customers. These customers account for 10% of the water meters in the system; however, they measure over 42% of the water sold. Water meters tend to slow over time; therefore, the accuracy of the meters in this market segment is important to recover the appropriate revenue.

A request for proposals to provide services for water meter testing and repair was issued for 2019-2021, with three proposals received. The contract amount is based on testing 42 water meters in 2019, 95 water meters in 2020, and 77 water meters in 2021. Water meters to be tested range in size from 3" to 10". The total contract cost includes estimated repairs for 20% of the water meters tested. The proposals received are summarized below:

| Vendor | Price | |
|---|--------------|---------------------|
| Water Services Company, Elgin, Illinois | \$75,025 | Low Proposal |
| M.E. Simpson Co., Inc., Valparaiso, Indiana | \$90,115 | |
| Midwest Meter, Inc., Edinburg, Illinois | \$93,170 | |

Water Services Company last performed water meter testing for the Village in 2009. They received positive references from several municipalities including Evanston and Park Ridge.

ATTACHMENTS

Contract



WATER SERVICES

July 17, 2019

Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515

PROPOSAL

METER TESTING & REPAIR SERVICE

We in the water industry are becoming acutely aware of the continuing rise in the cost of producing water and the importance of revenue loss due to inadequate meter application and maintenance. A Large Meter Testing and Repair Program will reduce loss and increase revenue.

Water Services Company personnel are experienced and factory trained to assist you in developing and implementing a cost effective Large Meter Repair Program designed to meet the needs of your utility.

SCOPE OF WORK

Field Survey Upon receipt of a list of meters to be tested, a factory trained Large Meter Specialist will set up a convenient test time and day with your customer for their meter to be tested.

Meter Analysis Our Meter Specialist will discuss each application with you, recommending the most cost effective solution, which may include replacing the meter or limiting the repair cost on old or obsolete meters.

Scheduling If a meter is not equipped with an adequate bypass, we will contact the customer and arrange a convenient appointment for shutdown or we do offer the option of electronic testing. If necessary the testing will be performed at night or weekends at no extra charge. Each meter is tested at 6 flow ranges (A.W.W.A. requires 3).

Repairs If a meter does not meet A.W.W.A. specifications, it is completely disassembled and overhauled replacing all worn parts. It is then reassembled and retested to insure conformance with A.W.W.A test specifications.



WATER SERVICES

The meter will be sealed and the jobsite cleaned by the technicians prior to leaving.

All meters repaired are warranted to be free from defects in replaced material and workmanship for a period of one year from date of test.

Water Services utilizes licensed plumbers for all testing and repairs of meters.

Water Services Company will submit a detailed test report including test results, evaluation of the meter and installation conditions. Thank you for taking the time to understand one of the many ways we can help your water department.

Very truly yours,

Anthony Gattuso



WATER SERVICES

The following are other references from similar projects:

| | | |
|-----------------------------|-----------------|--------------|
| Village of Glendale Heights | Jeff McCumber | 630-260-6040 |
| City of Park Ridge | Wayne Zingsheim | 847-318-5251 |
| Village of Schaumburg | Brian Wagner | 847-923-6641 |
| Village of North Lake | Dale Roberts | 708-562-0940 |
| City of Evanston | Vicki Biner | 847-448-8218 |
| Village of Streamwood | Brad Feldhausen | 630-736-3850 |



WATER SERVICES

Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515

July 17, 2019

Re: Test Meter Certification

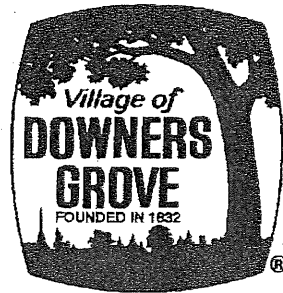
Water Services Company on a yearly basis replaces the measuring elements with Neptune factory certified replacement parts.

Water Services Company also will by request replace the measuring elements before start of a meter testing program.

Sincerely,

Anthony Gattuso

Village of Downers Grove

**REQUEST FOR PROPOSAL**

Name of Proposing Company: Water Services Company

Project Name: Large Water Meter Testing and Repair
Proposal No.: RFP-0-46-2019/DC
Proposal Due: Wednesday, July 17 @ 10:00am
Pre-Proposal Conference: No

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: Wednesday, July 3

Date Issued: Wednesday, July 3

This document consists of 30 pages.

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

DAVID MOODY
WATER MANAGER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5462
FAX: 630/434-5495
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 Public Works Facility, 5101 Walnut 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.

Village of Downers Grove

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

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to Wednesday, July 17 @ 10:00am.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: David Moody, 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

Village of Downers Grove

the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.
- 3.2 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.

Village of Downers Grove

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

Village of Downers Grove

- 13.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that 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, 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 from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

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

15. EQUAL EMPLOYMENT OPPORTUNITY

- 15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:
- 15.1.1 That it will not discriminate against any employee or applicant for employment

Village of Downers Grove

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 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

Village of Downers Grove

the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights 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. PATRIOT ACT COMPLIANCE

- 17.1 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

Village of Downers Grove

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.

18. INSURANCE REQUIREMENTS

- 18.1 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> |
| Commercial Automobile Liability | \$1,000,000 | Each Accident |
| Professional Errors & Omissions | \$2,000,000 | Each Claim |
| (pursuant to section .9 below) | \$2,000,000 | Annual Aggregate |
| Umbrella Liability | \$ 5,000,000 | |

- 18.2 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".

Village of Downers Grove

- 18.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 18.5 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.
- 18.6 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*.
- 18.7 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.
- 18.8 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.
- 18.9 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

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\$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.

- 18.10 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.

19. COPYRIGHT/PATENT INFRINGEMENT

- 19.1 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.

20. COMPLIANCE WITH OSHA STANDARDS

- 20.1 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.

21. CERCLA INDEMNIFICATION

- 21.1 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 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.

22. CAMPAIGN DISCLOSURE

- 22.1 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.
- 22.2 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.

Village of Downers Grove

- 22.3 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.
- 22.4 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.

23. SUBLETTING OF CONTRACT

- 23.1 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.

24. TERM OF CONTRACT

- 24.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

25. TERMINATION OF CONTRACT

- 25.1 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.
- 25.2 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.

26. BILLING & PAYMENT PROCEDURES

- 26.1 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

Village of Downers Grove

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.

- 26.2 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.
- 26.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 26.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

27. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 27.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

28. STANDARD OF CARE

- 28.1. 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.
- 29.2 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.
- 29.3 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 contactor(s') failure to perform its work in accordance with contract

Village of Downers Grove

documents.

30. GOVERNING LAW

30.1 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.

31. SUCCESSORS AND ASSIGNS

31.1 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.

32. WAIVER OF CONTRACT BREACH

32.1 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.

33. AMENDMENT

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

34. NOT TO EXCEED CONTRACT

34.1 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.

35. SEVERABILITY OF INVALID PROVISIONS

35.1 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.

36. NOTICE

36.1 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

Village of Downers Grove

And to the Proposer as designated in the Contract Form.

37. COOPERATION WITH FOIA COMPLIANCE

- 37.1 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.

Village of Downers Grove

III. DETAIL SPECIFICATIONS**LARGE WATER METER TESTING AND REPAIR**

Intent: The intent of this Request for Proposal (RFP) is to solicit proposals from reputable contractors who are capable of providing specified (2" and above) water meter testing and repair services within the Village of Downers Grove (hereafter Village) for 2019, 2020, and 2021. This RFP is open to all contractors within a 100 mile radius of the Village's corporate limits.

Introduction: The Village of Downers Grove has a water meter testing program budgeted for the fiscal years 2019, 2020, 2021. There are no existing bypasses for almost all of the meters to be tested. With the exception of the (2)10" meters, all meters are located within occupied facilities. The Contractor shall expect a heavy customer service element to gain access to the buildings to perform the meter testing. The Contractor shall be responsible for scheduling testing appointments and shall make at least three good faith attempts at scheduling the meter testing appointment via letter, phone or email contact before requesting assistance from the Village.

Scope of Work: The work to be done under these specifications includes furnishing of all labor, material, transportation, tools, and supplies necessary to test meters selected by the Village in the water distribution system. The Contractor shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **The Contractor shall have a minimum of two (2) persons per team working on meter testing at all times.**

- Assess all meters listed in the test group. Determine if meter can be tested in place, if not, make recommendations to the Village to correct setting so meter can be tested in place. This may include sketches, drawings, etc., of site turned in to the Village so improvements can be made.
- Schedule the meter test with the water customer during normal working hours. Exceptions to testing times will be made on a case-by-case basis, at no additional compensation to the Contractor, depending on the severity of loss of water service due to the testing procedure.
- Meters will be tested and repaired to bring them within accepted accuracy limits.
- Certain meters may require removal from the setting to be tested off-site due to current plumbing configurations. Efforts shall be made to keep the service disruption to a minimum.
- If a loss of water service for a short period of time cannot be tolerated by the water customer, recommendations shall be made to the Village to correct the meter setting to include a bypass around the meter so service disruption will not occur during testing.
- The Contractor shall document all meter testing results and repairs. Meters that require extensive repairs or if the meter is obsolete, will be brought to the attention of the Water Division Manager so a potential meter change-out can be analyzed by the Village.

Village of Downers Grove

- The Contractor shall report daily to the Water Division Manager and go over the progress of the previous day, as well as cover what meters will be tested the current day.
- It may be necessary to conduct parts of the meter testing program during off-hours such as at night. This may be required in buildings that have a high daily usage but is closed at night. The Contractor shall provide a 24-hour notice of intent to test meters that may require after hours or nighttime work. This is so the Village can plan for the area to be accessed and provide notification to other appropriate Village departments as to the activity that will take place.

The Village anticipates awarding the contract in August 2019.

Operation Standards: 2" and larger meters will be tested at flow rates in accordance with AWWA standards in addition to the standards outlined below:

- Meter testing will be performed on-site at the meter setting. The meter will be analyzed as to the meter setting to determine if the meter can be tested in place without removal, and without undue inconvenience to the water customer. During the test, proper meter application and sizing shall be done to assure the Village the correct meter is in place and the setting is correct for the application.
- Meters that are found to be stopped, broken or inaccurate shall be repaired by the Contractor and calibrated back to American Water Works Association (AWWA) standards.
- The Contractor shall conduct all test scheduling and a two (2) person team shall be used to perform the work.
- All meters shall be tested and repaired, as required, in place and all repair work shall be covered by a 1-year warranty.
- All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Village's Police Department at 630-434-5600, and to the Public Works Department at 630-434-5460.

Equipment and Testing Methods: The following equipment shall be used for meter testing work during the project. All material listed will be on the job site at all times.

- Master Meters will be tested in accordance with AWWA standards using an "in-line" pitot rod.
- All tools needed to perform testing on-site. (Hand tools, pipe wrenches, etc.)
- Proper lengths of 2 ½" fire hose for conducting the testing on-site.
- All necessary EPA and OSHA safety equipment including, but not limited to, confined space entry tripod, winch, fall protection and gas detector.

Village of Downers Grove

Deliverables: The Contractor shall provide the following reports, documentation and communications to the Village as part of this contract:

- The Contractor shall meet daily with assigned Village personnel to go over progress for the prior workday and plan current day meters to test.
- Document all meter testing, date of testing, and all data required by the Village to analyze the meter inaccuracies. These will be reported daily to assigned Village personnel.
- Maintain a progression list of the project indicating meters tested and to be tested, contact names, phone numbers, etc.
- Prepare the final report at the completion of the project which will include gathering and entering all field data into a meter database and documenting the accuracy of each meter prior to repair. Meters shall be categorized by size and type. The report shall also include all individual meter reports with the test results and repair comments, total number of meters tested, passed and failed meters, as well as an estimate of the revenue recovered by the testing program and other problems found in the system during the course of the program that need the attention of the Village. **This report shall be made available for submission to the Village within 14 days after completion of the fieldwork.**

Village Support: In support of this contract, the Village will supply the following items:

- All maps, atlases and records necessary to properly conduct the testing program.
- Customer records such as consumption history, phone numbers for appointments, or any additional information that would make the testing of a meter at a location easier to perform. This information shall be considered confidential by the Contractor and shall not be shared with anyone outside of the Village without the Village's express, written consent.
- The Village will assist as necessary to get customer cooperation for the testing program.
- 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 meters and for general information about the water system. **This person will not need to assist the Contractor on a full time 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.

Contractor Qualifications: All proposers will be required to demonstrate their qualifications by submitting the following information with their proposal:

Village of Downers Grove

- List of at least five (5) water system references where similar work has been done in the past two (2) years, with contact names and phone numbers;
- Meter analysis – explain how the test work is done and at what flow ranges;
- List all assistance and work that is required to be done by Village personnel;
- List your company's guarantee on all work performed;
- Explain how the testing equipment is certified accurate;
- List the conditions under which meters will be repaired and what test(s) will be made following repairs.

Vendor Selection: A technical staff review committee will evaluate the proposals. Final selection will be based on the evaluation of proposals determined best qualified to perform this project. The Village of Downers Grove reserves the right to reject any and all proposals for any reason deemed appropriate by the Village.

General Notes: Proposers must completely familiarize themselves with the specifications in this document. The contractor shall furnish all equipment and staff resources necessary to handle the water meter testing services in a timely and safe manner, at the prices as stated on the *Proposal/Contract Form*.

The contractor will be responsible for any work that is not acceptable to the Village, and will be responsible for the correction of the condition within two (2) working days of notification, at no additional cost to the Village.

Right to Change Scope of Work: Due to budget constraints, the Village reserves the right to add or delete from the contract as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are **estimates** only and may be altered.

Safety: The contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The contractor shall abide by all EPA and OSHA safety standards and regulations. **The Village is not responsible for site safety. The Proposer is solely and exclusively responsible for construction means, methods, technologies and site safety.**

The contractor upon his receipt of instructions from the Contract Administrator, to discontinue such practice shall, immediately discontinue any practice obviously hazardous in the opinion of the Contract Administrator. The contractor at all times during the life of this contract shall observe and abide by all Federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction.

Questions: All questions concerning the proposal shall be submitted in writing at least five working days prior to the proposal due date via fax or email to the attention of Francisco Orrantia, (630) 493-8879 or farrantia@downers.us. A written response in the form of an addendum will be issued.

Village of Downers Grove

IV. PROPOSER'S RESPONSE TO RFP


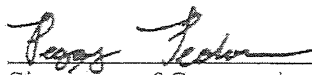
(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

Village of Downers Grove

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 Proposal Is To Be Considered For Award

| | |
|---|--|
| PROPOSER: | |
| <u>Water Services Company</u> Company Name | Date: <u>7/17/2019</u> |
| <u>848 Olive Street</u> Street Address of Company | <u>anthony@waterservicescompany.com</u> Email Address |
| <u>Elgin, IL 60120</u> City, State, Zip | <u>Anthony Gattuso</u> Contact Name (Print) |
| <u>847-697-6623</u> Business Phone | <u>847-514-6504</u> 24-Hour Telephone |
| <u>847-697-6675</u> Fax |  Signature of Officer, Partner or Sole Proprietor |
| ATTEST: If a Corporation | <u>Bret Pedone</u> Print Name & Title |
|  Signature of Corporation Secretary | |

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

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.

V. PROPOSAL/CONTRACT FORM (Continued)

Village of Downers Grove

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

Contract period: Award Date through December 31, 2021

| 2019 | | | |
|--|---------------|--|---|
| 80% Test Only | | | |
| Item | Est. Quantity | Cost Per Meter (Test Only) | Test Only Costs (Number of Meters x Cost per Meter) |
| 2" Displacement Style Meters | 2 | \$ 175.00 | \$ 350.00 |
| 3" OMNI Style Meter | 1 | \$ 220.00 | \$ 220.00 |
| 3" Compound Style Meters | 10 | \$ 220.00 | \$ 2200.00 |
| 4" OMNI Style Meter | 5 | \$ 220.00 | \$ 1100.00 |
| 4" Compound Style Meters | 18 | \$ 220.00 | \$ 3960.00 |
| 6" OMNI Style Meter | 1 | \$ 220.00 | \$ 220.00 |
| 6" Compound Style Meters | 3 | \$ 220.00 | \$ 660.00 |
| 10" Compound Style Meters | 2 | \$ 320.00 | \$ 640.00 |
| Sub-Total #1 | | | \$ 9350.00 |
| 20% Test/Repair/Post Test | | | |
| Item | Est. Quantity | Cost Per Meter (Test/Repair-Post Test) | Test/Repair/Post Test Costs (Number of Meters x Cost per Meter) |
| 2" Displacement Style Meters | 1 | \$ 375.00 | \$ 375.00 |
| 3" OMNI Style Meter | 1 | \$ 420.00 | \$ 420.00 |
| 3" Compound Style Meters | 2 | \$ 420.00 | \$ 840.00 |
| 4" OMNI Style Meter | 1 | \$ 420.00 | \$ 420.00 |
| 4" Compound Style Meters | 4 | \$ 420.00 | \$ 1680.00 |
| 6" OMNI Style Meter | 1 | \$ 420.00 | \$ 420.00 |
| 6" Compound Style Meters | 1 | \$ 420.00 | \$ 420.00 |
| 10" Compound Style Meters | 1 | \$ 620.00 | \$ 620.00 |
| Sub-Total #2 | | | \$ 5195.00 |
| Hourly Meter Repair Charge – Normal business hours | | | \$ 115.00 |
| Hourly Meter Repair Charge – Evening and weekend hours | | | \$ 185.00 |
| Hourly Meter Repair Charge – Holiday hours | | | \$ 185.00 |
| Percentage of mark-up over wholesale cost for repair parts | | | 10 % |

2020

Village of Downers Grove

| 80% Test Only | | | |
|--|---------------|--|---|
| Item | Est. Quantity | Cost Per Meter (Test Only) | Test Only Costs (Number of Meters x Cost per Meter) |
| 2" Displacement Style Meters | 2 | \$ 180.00 | \$ 360.00 |
| 3" OMNI Style Meter | 4 | \$ 225.00 | \$ 900.00 |
| 3" Compound Style Meters | 40 | \$ 225.00 | \$ 9000.00 |
| 4" OMNI Style Meter | 12 | \$ 225.00 | \$ 2700.00 |
| 4" Compound Style Meters | 29 | \$ 225.00 | \$ 6525.00 |
| 6" OMNI Style Meter | 2 | \$ 225.00 | \$ 450.00 |
| 6" Compound Style Meters | 4 | \$ 225.00 | \$ 900.00 |
| 10" Compound Style Meters | 2 | \$ 325.00 | \$ 650.00 |
| Sub-Total #3 | | | \$ 21,485.00 |
| 20% Test/Repair/Post Test | | | |
| Item | Est. Quantity | Cost Per Meter (Test/Repair-Post Test) | Test/Repair/Post Test Costs (Number of Meters x Cost per Meter) |
| 2" Displacement Style Meters | 1 | \$ 380.00 | \$ 380.00 |
| 3" OMNI Style Meter | 1 | \$ 425.00 | \$ 425.00 |
| 3" Compound Style Meters | 10 | \$ 425.00 | \$ 4250.00 |
| 4" OMNI Style Meter | 3 | \$ 425.00 | \$ 1275.00 |
| 4" Compound Style Meters | 7 | \$ 425.00 | \$ 2975.00 |
| 6" OMNI Style Meter | 1 | \$ 425.00 | \$ 425.00 |
| 6" Compound Style Meters | 1 | \$ 425.00 | \$ 425.00 |
| 10" Compound Style Meters | 1 | \$ 625.00 | \$ 625.00 |
| Sub-Total #4 | | | \$ 10,780.00 |
| Hourly Meter Repair Charge – Normal business hours | | | \$ 115.00 |
| Hourly Meter Repair Charge – Evening and weekend hours | | | \$ 185.00 |
| Hourly Meter Repair Charge – Holiday hours | | | \$ 185.00 |
| Percentage of mark-up over wholesale cost for repair parts | | | 10 % |

2021
80% Test Only

Village of Downers Grove

| Item | Est. Quantity | Cost Per Meter (Test Only) | Test Only Costs (Number of Meters x Cost per Meter) |
|--|---------------|--|---|
| 2" Displacement Style Meters | 2 | \$ 180.00 | \$ 360.00 |
| 3" OMNI Style Meter | 2 | \$ 225.00 | \$ 450.00 |
| 3" Compound Style Meters | 29 | \$ 225.00 | \$ 6525.00 |
| 4" OMNI Style Meter | 12 | \$ 225.00 | \$ 2700.00 |
| 4" Compound Style Meters | 25 | \$ 225.00 | \$ 5625.00 |
| 6" OMNI Style Meter | 1 | \$ 225.00 | \$ 225.00 |
| 6" Compound Style Meters | 4 | \$ 225.00 | \$ 900.00 |
| 10" Compound Style Meters | 2 | \$ 325.00 | \$ 650.00 |
| Sub-Total #5 | | | \$ 17,435.00 |
| 20% Test/Repair/Post Test | | | |
| Item | Est. Quantity | Cost Per Meter (Test-Repair-Post Test) | Test/Repair/Post Test Costs (Number of Meters x Cost per Meter) |
| 2" Displacement Style Meters | 1 | \$ 380.00 | \$ 380.00 |
| 3" OMNI Style Meter | 1 | \$ 425.00 | \$ 425.00 |
| 3" Compound Style Meters | 10 | \$ 425.00 | \$ 4250.00 |
| 4" OMNI Style Meter | 3 | \$ 425.00 | \$ 1275.00 |
| 4" Compound Style Meters | 7 | \$ 425.00 | \$ 2975.00 |
| 6" OMNI Style Meter | 1 | \$ 425.00 | \$ 425.00 |
| 6" Compound Style Meters | 1 | \$ 425.00 | \$ 425.00 |
| 10" Compound Style Meters | 1 | \$ 625.00 | \$ 625.00 |
| Sub-Total #6 | | | \$ 10,780.00 |
| Hourly Meter Repair Charge – Normal business hours | | | \$ 115.00 |
| Hourly Meter Repair Charge – Evening and weekend hours | | | \$ 185.00 |
| Hourly Meter Repair Charge – Holiday hours | | | \$ 185.00 |
| Percentage of mark-up over wholesale cost for repair parts | | | 10 % |
| 2019-21 TOTAL | | | |
| Sub-Total #1 (From Above) | | | \$ 9,350.00 |
| Sub-Total #2 (From Above) | | | \$ 5,195.00 |
| Sub-Total #3 (From Above) | | | \$ 21,485.00 |
| Sub-Total #4 (From Above) | | | \$ 10,780.00 |
| Sub-Total #5 (From Above) | | | \$ 17,435.00 |
| Sub-Total #6 (From Above) | | | \$ 10,780.00 |
| TOTAL (Add Sub-Total #1 through #6) | | | \$ 75,025.00 |

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: Water Services Company
 ADDRESS: 848 Olive Street
 CITY: Elgin
 STATE: IL
 ZIP: 60120
 PHONE: 847-697-6623 FAX: 847-697-6755
 TAX ID #(TIN): 36-3392954

(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
- Corporation**
- Government Agency
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Charitable/Nonprofit

SIGNATURE: *Michael J. Pedone* DATE: 7/16/19

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Water Meter Testing, Proposer Water Services Co. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 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: Michael J. Pedone
Proposer's Authorized Agent

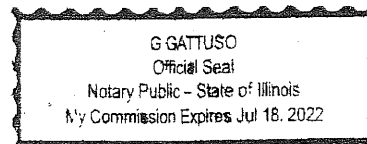
3 6 - 3 3 9 2 9 5 4

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number

Subscribed and sworn to before me
this 16th day of July, 2019.

[Signature]
Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Water Services Company of Illinois, and the full names of its Officers are as follows:

President: Michael J. Pedone

Secretary: Peggy Pedone

Treasurer: Peggy Pedone

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) **Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) **Partnership**

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

Village of Downers Grove

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

(d) 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 _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES NO (circle one)

Insurer's Name EMC Insurance Company

Agent Arachas Group LLC

Street Address 852 W Bartlett Rd

City, State, Zip Code Bartlett, IL 60103

Telephone Number 630.289.4410

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

Print Name of Company: Water Services Company

Print Name and Title of Authorizing Signature: Michael N. Pedone Vice President

Signature: *Michael N. Pedone*

Date: 7/15/19

Suspension or Debarment Certificate

Village of Downers Grove

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: Water Services Company

Address: 848 Olive Street

City: Elgin, IL Zip Code: 60120

Telephone: (847) 697-6623 Fax Number: (847) 697-6755

E-mail Address: Anthony@waterservicescompany.com

Authorized Company Signature: 

Print Signature Name: Michael D. Pedone Title of Official: Vice President

Date: 7/16/19

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.

Michael D. Pedone
Signature

Michael D. Pedone
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