

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
5/7/2024

SUBJECT:	SUBMITTED BY:
Large Water Meter Testing and Repair	David Moody 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 \$125,651.33.

STRATEGIC PLAN ALIGNMENT

The goals for 2023-2025 include *Top Quality Village Infrastructure*.

FISCAL IMPACT

The total cost for FY24 is \$41,225. The FY24 budget includes \$55,000 in the Water Fund for this contract, future years of the contract will be budgeted accordingly.

RECOMMENDATION

Approval on the May 7, 2024 Consent Agenda.

BACKGROUND

The purpose of this contract is to provide routine meter testing and repair services for the Village’s water metering system, focusing on multi-family, commercial and industrial customers. These customers account for 10% of the water meters in the system but 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 (RFP) to provide services for water meter testing and repair was issued for 2024-2026, with two proposals received. The contract amount is based on testing 131 water meters in 2024, 130 water meters in 2025, and 127 water meters in 2026. Water meters to be tested range in size from 2” 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	\$125,651.33
HBK Water Meter Service Inc, Rolling Meadows, Illinois	\$180,478.03

Water Services Company last performed water meter testing for the Village from 2019 - 2021. They received positive references from several municipalities including the City of Evanston, Village of Schaumburg, and the City of Park Ridge.

ATTACHMENTS

Contract Documents



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Village of Downers Grove

Project Name: Large Water Meter Testing
 Proposal No.: RFP-45-0-2024
 Proposal Due: April 12, 2024, 10am

Required of Awarded Proposer:
 Certificate of Insurance: Yes

Date Issued: March 26, 2024

This document consists of 31 pages.

Return **original** (no staples, bindings or spines) and one (1) digital copy (PDF on a flash drive) of proposal submitted in a **sealed envelope** marked with the Proposal Name/Number as noted above to:

JOHN VALENTI
 ASSISTANT DIRECTOR OF PUBLIC WORKS - UTILITIES
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5460
 FAX: 630/434-5489
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at Public Works, 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 (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original copy of the total proposal and one (1) electronic version (pdf on a flash drive) with all information contained on it shall be submitted. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES, BINDINGS OR SPINES.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to the time and date set forth on the cover page of this RFP.
- 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: John Valenti 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. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and

conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature 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.

3.2 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 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.

4. SECURITY FOR PERFORMANCE

4.1 The awarded Proposer, 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 twentyfive miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.

5. DELIVERY

5.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 5101 Walnut Ave, Downers Grove, IL 60515.

6. TAX EXEMPTION

6.1 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.

7. RESERVED RIGHTS

7.1 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

8. VILLAGE ORDINANCES

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

9. USE OF VILLAGE'S NAME

- 9.1 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.

10. SPECIAL HANDLING

- 10.1 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.

11. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 11.1 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.

12. NONDISCRIMINATION

- 12.1 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 #11136 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.

- 12.2 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.*

13. SEXUAL HARASSMENT POLICY

- 13.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 13.1.1 Notes the illegality of sexual harassment;
- 13.1.2 Sets forth the State law definition of sexual harassment;
- 13.1.3 Describes sexual harassment utilizing examples;
- 13.1.4 Describes the Proposer's internal complaint process including penalties;
- 13.1.5 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
- 13.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

14. EQUAL EMPLOYMENT OPPORTUNITY

- 14.1 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:

- 14.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military 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.
- 14.1.2 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.

- 14.1.3 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, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 14.1.4 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.
- 14.1.5 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.
- 14.1.6 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.
- 14.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by 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.
- 15. DRUG FREE WORK PLACE**
Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 15.1 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.

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

16. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

17. PREVAILING WAGE ACT

- 17.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor

has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

- 17.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.
- 17.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 17.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Filing false records is a Class A misdemeanor.
- 17.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 17.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*
- 18. PATRIOT ACT COMPLIANCE**
 - 18.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating,

the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

19. INSURANCE REQUIREMENTS

19.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

19.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

19.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

19.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

19.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

19.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

19.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

19.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

19.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

19.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

20. COPYRIGHT/PATENT INFRINGEMENT

- 20.1 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.

21. COMPLIANCE WITH OSHA STANDARDS

- 21.1 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.

22. CERCLA INDEMNIFICATION

- 22.1 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.

23. BUY AMERICA

- 23.1 The Proposer agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

- 23.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

24. CAMPAIGN DISCLOSURE

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

- 24.2 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.

- 24.3 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.

- 24.4 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.

25. SUBLETTING OF CONTRACT

- 25.1 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 Proposer from its obligation or change the terms of the Contract.

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

26. TERM OF CONTRACT

- 26.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

27. TERMINATION OF CONTRACT

- 27.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

28. BILLING & PAYMENT PROCEDURES

- 28.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 28.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 *et seq.* The notice shall identify the defect and any additional information necessary to correct the defect.

- 28.3 As this Contract may include work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2 and pursuant to section 17.4 of this Request for Proposals, the Proposer shall provide an IDOL certification and case number to the Village along with the invoice for applicable services provided. No invoice shall be paid without said records. Please send all invoices to the attention of John Valenti, Downers Grove Public Works, 5101 Walnut Ave, Downers Grove, IL 60515.

29. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 29.1 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.

30. STANDARD OF CARE

- 30.1 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.
- 30.2 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.
- 30.3 For Professional Service Agreements: 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 documents.

31. GOVERNING LAW AND VENUE

- 31.1 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.

32. SUCCESSORS AND ASSIGNS

- 32.1 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.

33. WAIVER OF CONTRACT BREACH

33.1 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.

34. AMENDMENT

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

35. NOT TO EXCEED CONTRACT

35.1 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 Contract.

36. SEVERABILITY OF INVALID PROVISIONS

36.1 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.

37. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

38. COOPERATION WITH FOIA COMPLIANCE

38.1 Proposer acknowledges that the Freedom of Information Act does apply to public records in possession of the Proposer or a subcontractor. Proposer 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.*)

39. COPYRIGHT or PATENT INFRINGEMENT

39.1 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.

40. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- 40.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

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 2024, 2025, and 2026. 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 2024, 2025, 2026. There are no existing bypasses for almost all of the meters to be tested. With the exception of the (2)10" meters & (1) 3" meter, 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.
- The Village will provide the contractor a list of addresses for each program year that will need to be sent notification for this program. Village letter head template will be provided by the Village along with mailing envelopes. The contractor will need to replicate the template, address envelopes & mail the letters out to the participants for each year's program notifying customers to schedule an appointment.
- 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.

- All repair and removal work shall be subject to the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*).
- 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. Before each meter test, clear digital photo documentation will be required of every meter in place, meter body serial number & photo of the meter register with current reading regardless of the outcome of testing. Digital photo documentation will be submitted with service address for each picture & not the random letters/numbers assigned by the tablet or phone. 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.
- All meter work orders will be input on the Village's Lucity work order system (Web Based). The selected contractor will receive temporary username, password & instruction from the Village IT Department of how to input the data for meter appointments.
- 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 2024.

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 incidents 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.

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.
- Clear digital photo documentation of each meter in place, body serial number & register with current reading.
- 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:

- 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 Jacob Hendrix, (630) 434-5495 or jhendrix@downers.us. A written response in the form of an addendum will be issued.



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).

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.

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 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.

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.)

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:

Water Services Company

Company Name

848 Olive Street

Street Address of Company

Elgin, IL 60120

City, State, Zip

847-697-6623

Business Phone

847-697-6755

Fax

ATTEST: If a Corporation

Signature of Corporation Secretary

Date: 4-3-2024

bret@waterservicescompany.com

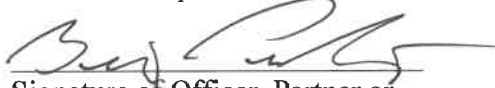
Email Address

Bret A Pedone

Contact Name (Print)

847-514-6504

24-Hour Telephone



Signature of Officer, Partner or
Sole Proprietor

Bret Pedone Vice President

Print Name & Title

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)

*****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, 2026

2024			
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	15	\$275.00	\$4125.00
3" OMNI Style Meter	15	\$275.00	\$4125.00
3" Compound Style Meters	15	\$275.00	\$4125.00
4" OMNI Style Meter	26	\$275.00	\$7150.00
4" Compound Style Meters	23	\$275.00	\$6325.00
6" OMNI Style Meter	7	\$275.00	\$1925.00
6" Compound Style Meters	2	\$275.00	\$550.00
10" Compound Style Meters	2	\$ 275.00	\$ 550.00
Sub-Total #1			\$28,875.00
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	4	\$475.00	\$1900.00
3" OMNI Style Meter	3	\$475.00	\$1425.00
3" Compound Style Meters	4	\$ 475.00	\$1900.00
4" OMNI Style Meter	6	\$475.00	\$2850.00
4" Compound Style Meters	5	\$475.00	\$2375.00
6" OMNI Style Meter	2	\$475.00	\$950.00
6" Compound Style Meters	1	\$475.00	\$475.00
10" Compound Style Meters	1	\$ 475.00	\$ 475.00
Sub-Total #2			\$ 12,350.00
Hourly Meter Repair Charge – Normal business hours			\$150.00
Hourly Meter Repair Charge – Evening and weekend hours			\$225.00
Hourly Meter Repair Charge – Holiday hours			\$300.00
Percentage of mark-up over wholesale cost for repair parts			20 %

2025			
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	14	\$283.75	\$3972.50
3" OMNI Style Meter	15	\$283.75	\$4256.25
3" Compound Style Meters	15	\$283.75	\$4256.25
4" OMNI Style Meter	26	\$283.75	\$7377.50
4" Compound Style Meters	23	\$283.75	\$6526.25
6" OMNI Style Meter	7	\$283.75	\$1986.25
6" Compound Style Meters	2	\$283.75	\$567.50
10" Compound Style Meters	2	\$283.75	\$567.50
Sub-Total #3			\$29,510.00
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	4	\$489.25	\$1957.00
3" OMNI Style Meter	3	\$489.25	\$1467.75
3" Compound Style Meters	4	\$489.25	\$1957.00
4" OMNI Style Meter	6	\$489.25	\$2935.5
4" Compound Style Meters	5	\$489.25	\$2446.25
6" OMNI Style Meter	2	\$489.25	\$978.50
6" Compound Style Meters	1	\$489.25	\$489.25
10" Compound Style Meters	1	\$489.25	\$489.25
Sub-Total #4			\$12,720.50
Hourly Meter Repair Charge – Normal business hours			\$154.50
Hourly Meter Repair Charge – Evening and weekend hours			\$231.75
Hourly Meter Repair Charge – Holiday hours			\$309.00
Percentage of mark-up over wholesale cost for repair parts			20 %

2026			
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	14	\$ 292.25	\$ 4091.50
3" OMNI Style Meter	15	\$ 292.25	\$ 4383.75
3" Compound Style Meters	14	\$ 292.25	\$ 4091.50
4" OMNI Style Meter	26	\$ 292.25	\$ 7598.50
4" Compound Style Meters	23	\$ 292.25	\$ 6721.75
6" OMNI Style Meter	7	\$ 292.25	\$ 2045.75
6" Compound Style Meters	2	\$ 292.25	\$ 584.50
10" Compound Style Meters	2	\$ 292.25	\$ 584.50
Sub-Total #5			\$ 30,101.75
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	3	\$ 503.92	\$ 1511.76
3" OMNI Style Meter	3	\$ 503.92	\$ 1511.76
3" Compound Style Meters	3	\$ 503.92	\$ 1511.76
4" OMNI Style Meter	6	\$ 503.92	\$ 3023.52
4" Compound Style Meters	5	\$ 503.92	\$ 2519.60
6" OMNI Style Meter	2	\$ 503.92	\$ 1007.84
6" Compound Style Meters	1	\$ 503.92	\$ 503.92
10" Compound Style Meters	1	\$ 503.92	\$ 503.92
Sub-Total #6			\$ 12,094.08
Hourly Meter Repair Charge – Normal business hours			\$ 159.14
Hourly Meter Repair Charge – Evening and weekend hours			\$ 238.71
Hourly Meter Repair Charge – Holiday hours			\$ 318.28
Percentage of mark-up over wholesale cost for repair parts			20 %
2024-26 TOTAL			
Sub-Total #1 (From Above)			\$ 28,875.00
Sub-Total #2 (From Above)			\$ 12,350.00
Sub-Total #3 (From Above)			\$ 29,510.00
Sub-Total #4 (From Above)			\$ 12,720.50
Sub-Total #5 (From Above)			\$ 30,101.75
Sub-Total #6 (From Above)			\$ 12,094.08
TOTAL (Add Sub-Total #1 through #6)			\$ 125,651.33



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: Illinois
 ZIP: 60120
 PHONE: 847-697-6623 FAX: 847-697-6755
 TAX ID #(TIN): 39-3392954

(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	Limited Liability Company – Member-Managed
Sole Proprietor	Limited Liability Company- Manager-Managed
Partnership	Medical
<u>Corporation</u>	Charitable/Nonprofit
Government Agency	

SIGNATURE: [Signature] DATE: 4-3-2024

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: 
Proposer's Authorized Agent

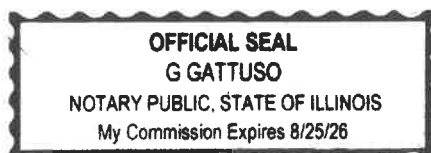
3	6	-	3	3	9	2	9	5	4
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
 this 3rd day of April, 2024


Notary Public



PROPOSER'S CERTIFICATION *(page 2 of 3)*

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of 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)

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: Bret Pedone Vice President

Signature: 

Date: 4-3-2024

Suspension or Debarment Certificate

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;

2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Company Name: Water Services Company

Address: 848 Olive Street

City: Elgin Zip Code: 60120

Telephone: () 847.697.6623 Fax Number: () 847.697.6755

E-mail Address: bret@waterservicescompany.com

Authorized Company Signature: 

Print Signature Name: Bret Pedone Title of Official: Vice President

Date: 4-3-2024

CAMPAIGN DISCLOSURE CERTIFICATE

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


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

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

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

Under penalty of perjury, I declare:

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


Signature

Bret 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

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

Large Water Meter Testing

RFP-45-0-2024

March 29, 2024

ITEM AND DESCRIPTION:

The following are questions received from prospective bidders, and the respective answers:

1. Question: Large Meter Testing as a whole does not fall under any Prevailing Wage structure within the state of Illinois so it generally is not required for testing of the meters. Where we normally see Prevailing Wage when it comes to Large Meter Testing is if the meter in question needs to actually be repaired as then we are disassembling the meter and this can fall under Prevailing Wage. Is all work under this RFP subject to Prevailing Wage?

Answer: The testing component of the RFP is not subject to the requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et seq. ("Act"); however, any work relative to the repair or replacement of the meters shall be subject to the requirements of the Act.

The first bullet point on page 17 of the RFP is hereby amended to state as follows:

- All repair and removal work shall be subject to the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.). **Meter testing is not subject to the requirements of the Illinois Prevailing Wage Act.**
2. Question: 100% Performance Bond due 2 weeks after award. Normally we do not see this type of requirement when it comes to Professional Service requests like meter testing. Is it possible that this requirement can be removed or must it stay?
- Answer: The Act requires that a performance bond that guarantees the faithful performance of a public work be provided to the Village in connection with such public work. As such, the Village will require that the successful proposer post with the Village a performance bond, cash bond or letter of credit in the amount of \$1,000 within thirteen (13) calendar days after the Village's acceptance of the successful proposer's proposal.

3. Question: Will the Village allow master meters to be tested through the use of volumetric method testing apparatuses?

Answer: Yes, the Village will allow master meters to be tested through the use of volumetric method testing apparatuses.

The first bullet point under the heading Equipment and Testing Methods on page 18 of the RFP is hereby amended to state as follows:

- Master Meters will be tested in accordance with AWWA standards using an “in-line” pitot rod **or through the use of volumetric method testing apparatuses.**

The Acknowledgement of Receipt of Addendum for this addendum MUST be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be REJECTED.

End of Addendum No. 1

March 29, 2024

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: LARGE WATER METER TESTING

PROPOSAL/BID NUMBER: RFP-45-0-2024

PROPOSAL DUE DATE: APRIL 12, 2024 @ 10:00 A.M.

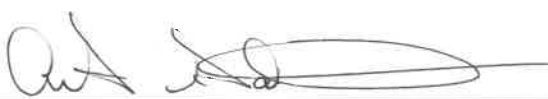
ADDENDUM NO.: 1

PROPOSER/BIDDER: Water Services Company

ADDRESS: 848 Olive street

RECEIVED BY: Anthony Gattuso

(NAME)



(SIGNATURE)

DATE: 4-5-2024