

VILLAGE OF DOWNERS GROVE
Report for the Village
5/20/2025

SUBJECT:	SUBMITTED BY:
Award of Contract – Water Meter Replacement and Testing (WP-023)	David Moody Director of Public Works

SYNOPSIS

A motion is requested to award a contract to Utilities One, Inc. of Voorhees Township, New Jersey for the removal and testing of 475 residential water meters in the amount of \$62,406, which includes a 20% contingency.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY25 budget includes \$175,000 in the Water Fund for this work, under Capital Project #WP-023.

RECOMMENDATION

Approval on the May 20, 2025 consent agenda.

BACKGROUND

In 2001, the Village contracted with Water Resources, Inc. to replace almost all residential water meters. The water meters were installed between 2002 and 2004, more than 20 years ago. The generally accepted life expectancy of a water meter is around 20 years. As water meters age, they become less accurate, which results in a loss of revenue from water sales for the Village.

The Village first tested residential water meters in 2022 to get a measurement of residential water meter accuracy. The results from 2022 showed the water meters that were sampled were still performing well within AWWA standards for water meter accuracy, and were not impacting revenues from water sales. With the positive meter performance results from the testing in 2022, staff decided to wait several years and test residential water meters again.

In order to test water meters, the existing water meter must be removed to be sent to a meter testing company, and a new water meter installed. A request for proposals was issued in March 2025, with four proposals received. The contract includes the scheduling of appointments, removing the old meters and replacing them with new meters (meters to be provided by the Village) and testing the accuracy of approximately 475 residential water meters. Additional unit prices were requested to account for missed appointments, Saturday appointments, etc. The proposals received are summarized below:

Utilities One, Inc.	\$52,005.00
Professional Meters, Inc.	\$68,391.32
HBK Water Meter Service, Inc.	\$73,699.74
Water Services	\$77,990.00

A 20% contingency is requested to cover unknown expenses for missed appointments, Saturday appointments, etc.

Utilities One, Inc. has not performed worked for the Village of Downers Grove previously, but they received positive references from the Bracken County Water District (Kentucky), ACLARA, and FPG water.

ATTACHMENTS

Contract Documents

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REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Utilities One, Inc

Project Name: Residential Water Meter Replacement and Testing

Proposal No.: RFP-19-0-2025/JV

Proposal Due: 10 A.M., April 16, 2025

Required of Awarded Proposer:

Certificate of Insurance: Yes

Date Issued: March 31, 2025

This document consists of 35 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

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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
- 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.

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

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

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS.
- 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.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

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the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

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

3.2 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, 850 Curtiss, Downers Grove, IL 60515.

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7. TAX EXEMPTION

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

8. RESERVED RIGHTS

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

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

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

10. USE OF VILLAGE'S NAME

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

11. SPECIAL HANDLING

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

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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13. NONDISCRIMINATION**13.1** Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that 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:

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- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge 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

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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.

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,

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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.

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

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- 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".
- 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

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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 \$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

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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.
- 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

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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 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, 850 Curtiss St, 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

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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 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.

Village of Downers Grove

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
850 Curtiss St.
Downers Grove, IL 60515**

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.

38. COPYRIGHT or PATENT INFRINGEMENT

- 38.1 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.

39. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- 39.1 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.**

40. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 40.1 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.

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41. PREVAILING WAGE ACT

- 41.1 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.
- 41.2 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.
- 41.3 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.
- 41.4 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.
- 41.5 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.
- 41.6 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.*

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III. DETAIL SPECIFICATIONS

INTENT AND GENERAL INFORMATION

The Village of Downers Grove seeks the professional services of an Illinois licensed plumbing contractor to perform water meter exchanges and water meter testing that conforms to the latest AWWA meter testing guidelines as outlined in this scope of work. The prospective contractor must have particular expertise in changing out residential water meters and testing water meters to AWWA standards. Please provide examples of at least three (3) projects of a similar scope that have been completed in the last ten (10) years. The Village of Downers Grove needs to test approximately 475 water meters (3% of all residential water meters) to understand the accuracy of current residential water meters and the expected remaining useful life.

New meter installations and testing of the approximately 475 water meters shall be completed prior to November 30, 2025. The Village will provide all water meters, register heads, and ACLARA meter transmitting units (MTUs) with wiring and connectors. Water meter couplings will be provided if needed, but it is anticipated that in most instances the existing couplings can be reused. The contractor shall supply all labor and other materials needed and used in a typical meter exchange; i.e. pipe tape, washers or gaskets, wire seals, fittings, staples, mounting screws, tapcons, or anchors (concrete or other) for mounting hardware as needed and/or applicable. The Illinois Prevailing Wage Act applies to all work concerning the maintenance and/or replacement of meters.

A list of the approximately 475 water meters that require replacement and testing will be transmitted to the contractor in an excel file. Meters will be tested and replaced based on criteria determined by the Village. Prior to commencement of work the contractor will mail a form letter approved by the Village to all water users scheduled to have their water meter tested. The contractor will mail additional notices as needed following a review of water users that have not scheduled an appointment. A minimum of ten (10) working days will be observed between mailings. These mailings will continue until all water users are scheduled to have their water meter tested. The cost of the mailings should be included in the cost of the meter replacement and testing unit prices on the schedule of prices form attached.

It will be the responsibility of the contractor to schedule and monitor all appointments. If, for any reason, a new water meter cannot be installed, the contractor must immediately notify the Water Manager, and he will make a decision on the appropriate solution.

All manpower, tools, equipment, vehicles, testing apparatus and plumbing supplies will be furnished and maintained by the contractor. The Village will supply all new water meters. The contractor will be responsible for testing and reporting on the test accuracy. The contractor must have appropriate identification or signage for all employees and vehicles. Additional signage or IDs may be required by the Village of Downers Grove to show that the contractor is working for the Village.

Unsuccessful Attempts or Broken Appointments

The contractor shall be reimbursed at the proposed flat unsuccessful/broken appointment rate for

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each property where the contractor has exhausted all attempts to obtain a meter exchange, or an appointment is broken by the property owner where the contractor was not provided at least 24 hours advance notice. The Village shall reimburse the Contractor the flat rate as defined in the Schedule of Prices. The Village shall not reimburse for more than two (2) broken appointments per property. A record of each unsuccessful or broken appointment and the reason therefor must be listed on the weekly Summary Report given to the Village. No reimbursement shall be made where the unsuccessful or broken appointment is the direct result of Contractor's actions or failure to act.

Weekly Summary Report

At the end of each week, the Contractor will supply the Village a weekly summary report via email or hard copy outlining the previous week's activities.

- Number of meter replacements with address – listed by type
- Number of meters tested
- Meter testing results that include the meter serial number and address
- Spread sheet of completed meters with actual test results
- Any broken appointments by address
- **The water service line material inside the home for all meter exchange appointments with address**
- **A visual inspection of any backflow devices. If a backflow device is present the Village will need the brand and serial number.**

Meter Exchanges

The Village anticipates approximately 475 water meters will need to be replaced with a new water meter, and the old meter will need to be tested. The Village reserves the right to reduce or increase this amount dependent upon available funds.

The contractor shall provide a flat fee for the removal and exchange of each size of water meter, and testing of the old meter that was removed. The water meter accuracy testing must conform to the latest AWWA meter testing guidelines.

All water meters in the Village's water distribution system are connected to ACLARA water meter transmission units (MTUs). If the current MTU is functioning properly, the contractor will remove the existing water meter register & existing water meter body, install the new water meter, new register & reprogramming the MTU. If the existing MTU is not functioning, the contractor will be notified about this condition by the Village, and the contractor shall provide a flat fee to replace the water meter body, register head, existing wiring, and mount a new MTU & program on the outside of the home, or inside the home in special circumstances. The Village will train the contractor on how to program the MTUs.

The water service line material and possible backflow device (make and serial number) in the home of the meter exchange appointment must be recorded and that information must be included in the weekly summary report to the Village.

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If a building has corroded or weak plumbing, the contractor shall notify the Water Manager, or Water Supervisor, and inform them that the b-box be shut off to complete the scheduled work. The contractor will have authority to shut the water off at the b-box. If the b-box is not able to be shut off by the contractor, the meter replacement appointment will need to be rescheduled once a repair to the b-box has been completed by the Water Division. Meter appointments that require rescheduling due to corroded or weak plumbing are incidental to the contract and will not be paid at the Broken Appointment fee. In certain cases if the building's plumbing is in such poor condition, the Village will remove that address from the contractor's list of locations and replace it with a different address. The cost of address replacements are incidental to the contract and must be incorporated into the contractor's pricing per meter replacement.

The contractor shall be responsible for scheduling appointments and the complete meter replacement. The charges of this scheduling are incidental to the contract and must be incorporated into the contractor's pricing per meter replacement. The Contractor must immediately advise the Water Manger or Water Supervisor of any request for a water meter replacement that they are unable to satisfy. In special circumstances, night or weekend appointments may be offered; however, approval for a night or weekend appointment must be approved by the Village before it is scheduled by the contractor.

If a resident refuses to schedule an appointment, or allow entry to the premises, the Village shall remove that address from the contractor's list of locations and replace it with a different address. The cost of address replacements are incidental to the contract and must be incorporated into the contractor's pricing per meter replacement.

Water Meter Installation Procedures

Meter Exchange – typical

1. Make appointment to service the meter
2. Attempt to turn off the water inside home first; if the internal water shut off cannot be operated, or is in poor condition, then the Contractor shall the authority to perform an outside water service shutoff after notifying the Village Water Manager or Water Supervisor
3. Remove the meter seal and old water meter & register head.
4. Remove the old meter & register head, perform required AWWA steps to properly store the water meter until it is able to be tested.
5. Install new meter body, new register head, connect MTU wiring and reprogram MTU.
6. Check for proper operation of the water meter (i.e. run water and see if register head meter reading advances)
7. Seal new meter body and new register head
8. Test old water meter and deliver the meter testing results to the Village. The old meter can be recycled by the contractor.

Meter Exchange with MTU replacement

1. Make appointment to service the meter
2. Attempt to turn off the water inside home first; if the internal water shut off cannot be operated, or is in poor condition, then the Contractor shall have the authority to perform an outside water service shutoff after notifying the Village Water Manager or Water Supervisor.

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3. Remove the meter seal and the existing, old water meter body, register head and wiring from the MTU.
4. Install new meter body and new register head
5. Run new MTU wire (3 wire – Belden 3 #22 FRPE PVC or equivalent) from the new water meter to the existing location of the MTU. In most cases the Contractor should be able to use the old wire to pull the new wire.
6. Remove old MTU, connect new wires to new MTU and install new MTU in existing location and program. A wiring diagram will be provided to the Contractor by the Village. If installation in the existing location is not possible, the MTU must be installed in another location on the outside wall of the home (preferred), or as high as possible on the inside of the nearest exterior wall.
7. Seal new water meter body and new register head.
8. Notify Village of address, new meter serial #, new MTU ID number, and register head reading (in most cases it should be 0) the same day the MTU was replaced.
9. Return old MTU to the Village of Downers Grove so it can be turned off to avoid causing problems with the Village's water meter reading system.
10. Test old water meter and deliver the meter testing results to the Village. The old meter can be recycled by the contractor.

Charges

All water meters exchanged, tested, and installed under the terms of the contract will be charged on a flat rate Meter replacement fee per installation listed in the Schedule of Prices

Record Keeping

The Contractor shall document all work performed, and shall maintain accurate records of all work activities including, but not limited to, the date and location of work performed, tasks performed, personnel and equipment assigned to each task, materials used, meter serial numbers, MTU ID number(s), problem identification, solution description, meter readings, **and water service line material inside of the home and if there is a backflow device (Make and serial number).**

The Contractor shall take digital pictures of the existing water meter showing the serial number and the reading on the water meter at the time of removal, and also take a digital photo of the new water meter showing the serial number. In the case of water meter replacements that include replacing the MTU, a picture of the old register head and new register head will also be required. The Contractor shall also submit certified paper copies of all meter test records.

Water Meter Testing

All water meter testing must be done according to the latest AWWA water meter testing guidelines. The Village may request additional water meters that were not exchanged/replaced by the Contractor to be tested by the Contractor.

Charges for Water Meter Accuracy Testing

All water meter tests will be charged at the water meter test flat rate as defined in the schedule of prices.

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Schedule of Prices

DESCRIPTION

UNIT PRICE

Meter Installation/Replacement and Meter Testing by Meter Size

5/8" x 3/4" Neptune Water Meter (estimated quantity 415)	\$ <u>110.00</u>
1" Neptune Water Meter (estimated quantity 18)	\$ <u>110.00</u>

Meter Installation/Replacement and new MTU installation with Meter Testing by Meter Size

5/8" x 3/4" Neptune Water Meter (estimated quantity 25)	\$ <u>115.00</u>
1" Neptune Water Meter (estimated quantity 10)	\$ <u>115.00</u>

Water Meter Accuracy Testing Only (Village Supplies water meter to Contractor)

5/8" x 3/4" Neptune Water Meter (estimated quantity 5)	\$ <u>50.00</u>
1" Neptune Water Meter (estimated quantity 2)	\$ <u>50.00</u>

Appointment Fees

Broken Appointment/Unsuccessful Attempt Fee	\$ <u>25.00</u>
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Saturday or After-hours Appointment Fee	\$ <u>110.00</u>
(This fee will be paid along with the corresponding fee above if an appointment must be scheduled before 7:00 A.M. or after 5:00 P.M. on a weekday, or on a Saturday. No appointments will be scheduled on Sundays.)	

Quantities are estimates only and are subject to change.
The Village has the sole authority to increase or decrease the overall quantities.

Please submit any additional fees or costs in your response to the RFP.

Village of Downers Grove

IV. PROPOSER'S RESPONSE TO RFP

April 16, 2025

JOHN VALENTI
Village of Downers Grove
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515

Subject: Proposal for Residential Water Meter Replacement and Testing – Proposal No. RFP-19-0-2025/JV

Dear John Valenti, Utilities One, Inc is pleased to submit this proposal in response to your Request for Proposal (RFP)No. RFP-19-0-2025/JV for the Residential Water Meter Replacement and Testing project. We have carefully reviewed the requirements outlined in the RFP and are confident that our experience, expertise, and competitive pricing, as detailed in the attached schedule, make us a strong candidate for this project in Village of Downers Grove.

Our understanding of the project includes the efficient and accurate replacement and testing of residential water meters, adhering to the specifications provided. We have noted the different meter sizes and the inclusion of potential MTU installations.

The attached Schedule of Prices reflects our commitment to providing cost-effective solutions. We have carefully considered the various components of the project, including meter installation/replacement, MTU installation, and water meter accuracy testing.

Thank you for considering our proposal. We welcome the opportunity to discuss this project further and answer any questions you may have.

Sincerely,

Michael Schrenker

Michael Schrenker
Director of Water
Utilities One, Inc.

UTILITIES ONE

COMPANY BACKGROUND AND GROWTH

Utilities One, Inc. (U1) was founded in 2016, evolving from our sister company, MoldCable, which specializes in cable installation and repair. Recognizing the growing need for infrastructure solutions in the water sector, U1 expanded into utility services, forming a dedicated Water Services Division. This division focuses on providing municipalities and water utilities with reliable infrastructure solutions, system upgrades, and emergency response services to ensure safe and efficient water distribution.

Since our expansion into water utility services, U1 has steadily grown, successfully completing multiple large-scale projects across various municipalities. Our history demonstrates a consistent ability to scale operations, adapt to evolving industry standards, and deliver high-quality infrastructure solutions.

EXPERTISE AND REFERENCES

At U1, we specialize in implementing large-scale water meter replacement and system upgrade projects, ensuring seamless transitions to advanced metering technology. Over the past several years, we have successfully installed more than 100,000 meters, improving accuracy, operational efficiency, and long-term cost savings for our clients.

Our past projects, such as those in the City of Williamsburg, City of Weirton and City of Mebane showcase our ability to manage complex deployments while maintaining minimal disruptions to residents and businesses. Our team has the workforce, technical expertise, and project management framework to meet all of the Village's requirements, from planning and procurement to installation and post-project support.

Below is a list of references for which U1 has successfully performed similar work with names, addresses, and telephone numbers

Client: City of Williamsburg, KY
Contact: Mico Riley
Address: 423 Main Street, Williamsburg, KY 40769
Phone: 606-304-9892

Client: City of Weirton, WV
Contact: Brent Rucker
Address: 200 Municipal Pl, Weirton WV, 26062
Phone: 304-670-1944

Client: City of Mebane, NC
Contact: Mike Phillips
Address: 106 E Washington Street, Mebane, NC 27302
Phone: 919-563-9091

CASE STUDIES

As municipalities like Beaver Dam Water Association across the United States continue to seek innovative solutions to enhance utility management and improve service delivery, the implementation of Advanced Metering Infrastructure (AMI) has proven to be a game-changer. AMI technology offers utilities the ability to collect real-time data, improve operational efficiency, and provide enhanced customer service. This has led to reduced costs, faster response times, and better resource management.

To demonstrate the impact of AMI, we look to the successful implementations of the Bracken County Water District (KY) and the City of Weirton (WV). Both of these communities have experienced firsthand the benefits of transitioning from traditional metering systems to smart, automated solutions. These case studies highlight how AMI has not only streamlined operations but also provided significant cost savings, increased sustainability, and empowered customers to better manage their water usage.

- **CITY OF WEIRTON, WV CASE STUDY**

- **CLIENT BACKGROUND**

The City of Weirton, West Virginia, has approximately 23,124 water customers. The City faced significant operational challenges, primarily due to understaffing, which hindered timely compliance with regulatory requirements. Additionally, their existing meter reading system was out of date and they wanted to upgrade their metering infrastructure.

- **CHALLENGE**

The City sought to enhance its operational efficiency by transitioning to Advanced Metering Infrastructure (AMI) technology to make meter reading more efficient, eliminate the need for meter re-reads, and eliminate the need to have water meters inside homes or businesses (60 percent of the City's meters) read manually.

- **SOLUTION & APPROACH**

U1 engaged closely with the City to identify effective solutions tailored to their specific challenges and provided expert guidance on the most suitable meter technology for their operational needs. Key steps in U1's approach included:

1. **Consultation and Planning:** U1 collaborated with the city personnel to outline an implementation plan, ensuring all necessary details were considered, such as meter locations and optimal routing for installers as well as coordinating with the customer with door hangers and a call center to plan installations accordingly to the customer needs.
2. **Installation Support:** U1 offered comprehensive installation services, allowing the utility to maintain focus on their core operations. A detailed timeline was established to ensure project completion within the agreed timeframe.
3. **Software Integration:** U1 utilized proprietary software to seamlessly integrate new meter data with existing records. This integration facilitated accurate quality control and streamlined office operations.

○ RESULTS

The project was completed within six months resulting in significant operational improvements for the city. Key outcomes included:

1. **Reduction in Reading Time:** The time required for meter readings decreased from two to three weeks to just one week, with only visual checks needed thereafter.
2. **Enhanced Leak Detection:** The ability to capture daily readings allowed for timely customer notifications regarding potential leaks, improving customer service.
3. **Minimized Water Loss:** The new system contributed to a reduction in water loss, optimizing resource management.
4. **Increased Operational Capacity:** Staff could redirect their focus towards other essential tasks, enhancing overall utility performance and service delivery.

● **BRACKEN COUNTY, KY WATER DISTRICT CASE STUDY**

The Bracken County Water District in Kentucky serves approximately 3,800 customers. As a dedicated water distribution company, the utility faced significant operational challenges, primarily due to understaffing, which hindered timely compliance with regulatory requirements. Additionally, the existing method of reading meters via drive-by inspections was inefficient, consuming two to three weeks for a complete read cycle.

○ CHALLENGE

The utility sought to enhance its operational efficiency by transitioning to an Advanced Metering Infrastructure (AMI) system. Their goal was to implement a solution that could read meters four times daily through a cellular connection, allowing for real-time data reporting. This transition aimed to eliminate the need for a full-time meter reader, freeing up staff to focus on other critical tasks.

○ SOLUTION & APPROACH

U1 engaged closely with the Bracken County Water District to identify effective solutions tailored to their specific challenges. Michael, the Director of Water Utilities and Services, provided expert guidance on the most suitable meter technology for their operational needs. Key steps in the approach included:

1. **Consultation and Planning:** U1 collaborated with District personnel to outline an implementation plan, ensuring all necessary details were considered, such as meter locations and optimal routing for installers.
2. **Installation Support:** U1 offered comprehensive installation services, allowing the utility to maintain focus on their core operations. A detailed timeline was established to ensure project completion within the agreed timeframe.

3. Software Integration: U1 utilized proprietary software to seamlessly integrate new meter data with existing records. This integration facilitated accurate quality control and streamlined office operations.

○ RESULTS

The project was completed within 45 days, resulting in significant operational improvements for the Bracken County Water District. The key outcomes included:

1. Reduction in Reading Time: The time required for meter readings decreased from two to three weeks to just one day, with only visual checks needed thereafter.
2. Enhanced Leak Detection: The ability to capture daily readings allowed for timely customer notifications regarding potential leaks, improving customer service.
3. Minimized Water Loss: The new system contributed to a reduction in water loss, optimizing resource management.
4. Increased Operational Capacity: Staff could redirect their focus towards other essential tasks, enhancing overall utility performance and service delivery

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:

Utilities One, Inc.

Company Name

300 W Somerdale Rd, Suite 5

Street Address of Company

Voorhees Township, NJ 08043

City, State, Zip

(606) 517-5080

Business Phone

Fax

Date: 04/16/2025

Waterbids@utilitiesone.com

Email Address

Michael Schrenker

Contact Name (Print)

24-Hour Telephone

Signature of Officer, Partner or
Sole Proprietor

Serghei Busmachiu/CEO

Print Name & Title



Signature of Corporation Secretary
300 W Somerdale Rd, Ste 5E,

Voorhees, NJ 08043

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.

Apprenticeship and Training Certification

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

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

Certificate of Compliance

The bidder hereby certifies that it and its subcontractors participate in an applicable apprenticeship program.

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance

The bidder hereby certifies that it or its subcontractors do not participate in an applicable apprenticeship program.

Signature  _____

Company Name Utilities one inc

Title Serghei Busmachiu/CEO

Date 05.12.2025

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: Utilities One, Inc.

ADDRESS: 300 W Somerdale Rd, Suite 5

CITY: Voorhees Township,

STATE: New Jersey

ZIP: 08043

PHONE: (606) 517-5080 **FAX:** _____

TAX ID #(TIN): 83-4054255

(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 Schrenker

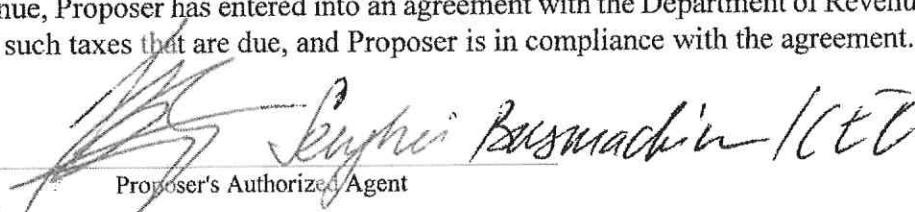
DATE: 04/16/2025

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Residential Water Meter Replacement and Testing, Proposer Utilities One, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

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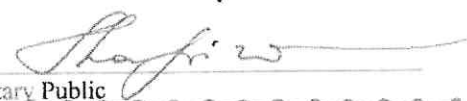
FEDERAL TAXPAYER IDENTIFICATION NUMBER

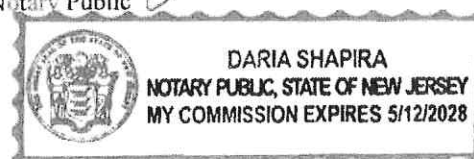
or

Social Security Number

Subscribed and sworn to before me

this 11 day of April, 2025


Notary Public



Village of Downers Grove

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 Delaware, which operates under the Legal name of Utilities One, Inc, and the full names of its Officers are as follows:

President: Serghey Busmachi

Secretary: _____

Treasurer: _____

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:

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

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

(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 Capitol Indemnity Corporation

Agent Berkshire Hathaway group

Street Address 1600 Aspen Commons, Suite 300

City, State, Zip Code Middleton, WI, 53562

Telephone Number 800-475-4450

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

Print Name of Company: Utilities one inc

Print Name and Title of Authorizing Signature: Serghei Busmachiu/CEO

Signature:  _____

Date: 04/14/2025

Village of Downers Grove

Suspension or Debarment Certificate

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

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

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

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

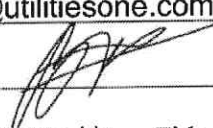
Company Name: Utilities One, Inc.

Address: 300 W Somerdale Rd, Suite 5

City: Voorhees Township Zip Code: 08043

Telephone: (606) 517-5080 Fax Number: ()

E-mail Address: Waterbids@utilitiesone.com

Authorized Company Signature: 

Print Signature Name: Serghei Busmachi Title of Official: CEO

Date: 04/10/2025

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 Schrenker
Signature

Michael Schrenker
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



1600 Aspen Commons, Suite 300
Middleton, WI 53562
Phone: 800.475.4450
CapSpecialty.com

April 14, 2025

Re: Bondability Letter for Utilities One, Inc.

To Whom It May Concern:

This letter is intended to confirm that Capitol Indemnity Corporation, a member company of Berkshire Hathaway group, is the surety for Utilities One, Inc. Capitol Indemnity, and its affiliates, is rated "A (Excellent)," Financial Strength IX by A.M. Best and is listed in the U.S. Treasury Department acceptance report.

At the request of Utilities One, Inc, we provide this prequalification letter to serve as an indication of our support for bids up to an **aggregate limit of \$1 Million**. Should additional surety capacity be needed, we would favorably consider such higher limits based on the underwriting information provided at that time.

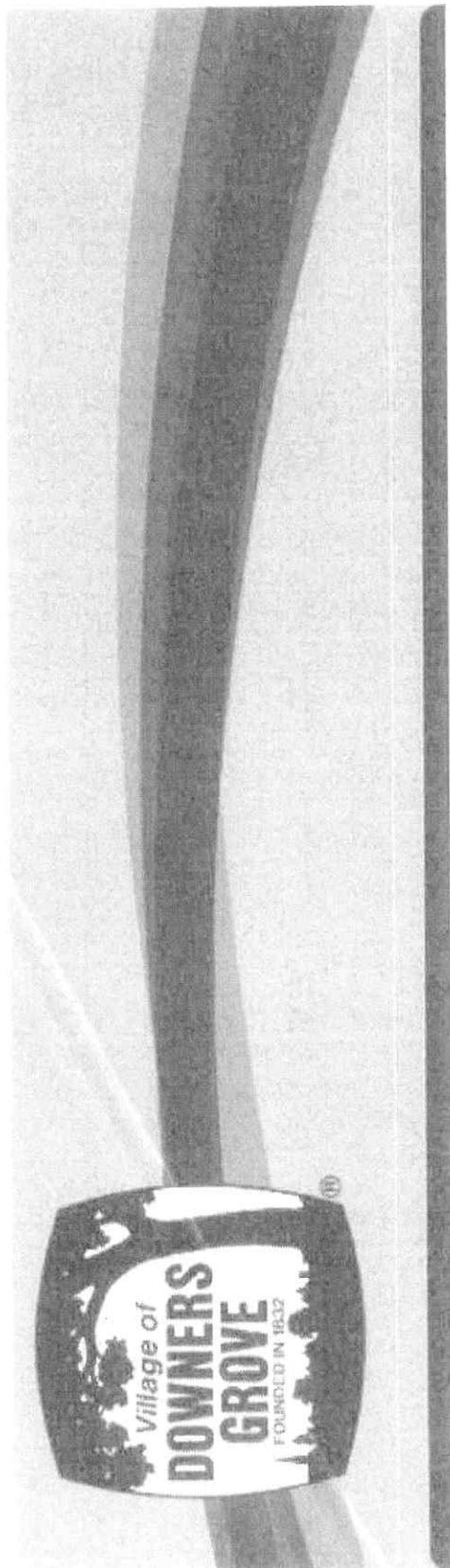
Please note that the decision to issue performance and payment bonds is a matter between Utilities One, Inc. and Capitol Indemnity Corporation and/or Platte River Insurance Company and will be subject to our standard underwriting at the time of the bond request, which will include but not be limited to the acceptability of the contract documents, bond forms, project financing and financial condition of the account. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

Capitol Indemnity Corporation
Adam Bonville
Senior Underwriter ; Attorney-in-Fact

VENDOR DBE CERTIFICATION



Vendor DBE Certification

Your response has been recorded. If you have subcontractors, they must be entered using this form. Please click the link below to submit another response.

[Enviar otra respuesta](#)

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Village Attorney **DATE:** May 20, 2025
(Name)

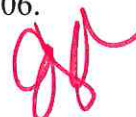
RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to authorize the award of a contract for the testing and removal of residential water meters in the amount of \$52,005 plus a 20% contingency in the amount of \$10,401 for a total not to exceed amount of \$62,406.



SUMMARY OF ITEM:

Adoption of this motion shall authorize the award of a contact for water meter testing and removal services to Utilities One, Inc. n the amount of \$52,005 plus a 20% contingency in the amount of \$10,401 for a total not to exceed cost of \$62,406.

RECORD OF ACTION TAKEN:
