

VILLAGE OF DOWNERS GROVE
Report for the Village
10/5/2021

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

SYNOPSIS

A motion is requested to award a contract to HBK Water Meter Service Inc. of Rolling Meadows, Illinois for the removal and testing of 475 residential water meters in the amount of \$82,418.78, which includes a 20% contingency.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY21 budget includes \$25,000 in the Water Fund for this work. The remaining amount of this contract will be budgeted in FY22.

RECOMMENDATION

Approval on the October 5, 2021 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, almost 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 intends to begin testing residential water meters this year to get a measurement of the current residential water meter accuracy. In order to test existing 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 August 2021, with three 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 475 residential water meters. Additional unit prices were requested to account for missed appointments, Saturday appointments, etc. The proposals received are summarized below:

HBK Water Meter Service, Inc.	\$68,682.32
Water Services	\$76,735.00
Calumet City Plumbing	\$80,020.00

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

HBK Water Meter Service, Inc. has not performed worked for the Village of Downers Grove previously, but they received positive references from several municipalities including the Village of Arlington Heights, and the Village of Mount Prospect.

ATTACHMENTS

Contract Documents

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: October 5, 2021
(Name)

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

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for the removal and testing of residential water meters with HBK Water Meter Service, Inc. in the amount of \$68,682.32 plus 20% contingency in the amount of \$13,736.46 for a total not-to-exceed \$82,418.78.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for the removal and testing of residential water meters with HBK Water Meter Service, Inc. in the amount of \$68,682.32 plus 20% contingency in the amount of \$13,736.46 for a total not-to-exceed \$82,418.78.

RECORD OF ACTION TAKEN:



www.downers.us

Addendum -01

RFP-6-0-2021/DM

Residential Water Meter Testing

An addendum has been posted to amend the following:

Updated the proposal due date from August, 27, 2021 to

September 3, 2021 @ 11:00 A.M.

COMMUNITY RESPONSE
CENTER
630.434.CALL (2255)

CIVIC CENTER
801 Burlington Avenue
Downers Grove
Illinois 60515-4782
630.434.5500
TDD 630.434.5511
FAX 630.434.5571

FIRE DEPARTMENT
ADMINISTRATION
5420 Main Street
Downers Grove
Illinois 60515-4834
630.434.5980
FAX 630.434.5998

POLICE DEPARTMENT
825 Burlington Avenue
Downers Grove
Illinois 60515-4783
630.434.5600
FAX 630.434.5690

PUBLIC WORKS
DEPARTMENT
5101 Walnut Avenue
Downers Grove
Illinois 60515-4046
630.434.5460
FAX 630.434.5495

Received by *Gianluca Frassi*

Please sign to acknowledge receipt of this addendum and submit this sheet with your proposal

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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.

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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: David Moody, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

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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, 801 Burlington, Downers Grove, IL 60515.

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7. TAX EXEMPTION

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

8. RESERVED RIGHTS

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

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

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

10. USE OF VILLAGE'S NAME

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

11. SPECIAL HANDLING

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

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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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, 801 Burlington, Downers Grove, IL 60515.

27. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

28. STANDARD OF CARE

- 28.1 Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 29.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct

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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 contractor(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
801 Burlington Ave.
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.

Village of Downers Grove

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 two (2) 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, 2022. 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.

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 Village will mail a form letter on Village letter head to all water users scheduled to have their water meter tested. The Village 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.

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, reporting on the test accuracy, and returning the old water meter to the Village. 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 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

Village of Downers Grove

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.

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
- Any broken appointments by address
- The water service line material inside the home for all meter exchange appointments with address

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 head from the existing water meter body, install the new water meter, and then install the existing register head on the new water meter body. 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 on the outside of the home, or inside the home in special circumstances. **When the MTU and register head are replaced along with the water meter, the Contractor must notify the Village at least one (1) day in advance of the appointment, so the Village can schedule staff to program the new MTU after it has been installed.**

The water service line material 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.

If a building has corroded or weak plumbing, the contractor shall notify the Water Manager, or Water Supervisor and request that the b-box be shut off to complete the scheduled work. If the b-box is not able to be shut off by the Water Department, the meter replacement appointment will need to be rescheduled once a repair to the b-box has been completed by the Water Department. Meter appointments that require rescheduling due to corroded or weak plumbing are incidental to the

Village of Downers Grove

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 request that the Village perform an outside water service shutoff.
3. Remove the meter seal and meter register head from the old water meter
4. Remove the old meter, perform required AWWA steps to properly store the water meter until it is able to be tested.
5. Install new meter body, and install existing register head to the new water meter body
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 old 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 request that the Village perform an outside water service shutoff.
3. Remove the meter seal and the existing, old water meter body with the register head still attached
4. Install new meter body and new register head
5. Run new MTU wire 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

Village of Downers Grove

location. 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 meter bodies exchanged, tested, and installed under the terms of the contract will be charged on a flat rate Meter body 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.

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.

Village of Downers Grove

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) \$ 140.50

1" Neptune Water Meter (estimated quantity 25) \$ 145.50

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

5/8" x 3/4" Neptune Water Meter (estimated quantity 25) \$ 185.50

1" Neptune Water Meter (estimated quantity 10) \$ 190.50

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

5/8" x 3/4" Neptune Water Meter (estimated quantity 5) \$ 25.50

1" Neptune Water Meter (estimated quantity 2) \$ 33.66

Appointment Fees

Broken Appointment/Unsuccessful Attempt Fee \$ 70.00

Saturday or After-hours Appointment Fee

\$ ~~285.50~~ \$140.00 56

(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

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

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

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

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

HBK Water Meter Service, Inc

Company Name

Date: 8/27/2021

3701 Berdnick St. Unit H

Street Address of Company

Sgrossi@wbkmeters.com
Email Address

Rolling Meadows, IL. 60008

City, State, Zip

Sandra Grossi

Contact Name (Print)

847-202-4389

Business Phone

847-833-9253

24-Hour Telephone

847-202-9869

Fax

Sandra Grossi

Signature of Officer, Partner or Sole Proprietor

Sandra Grossi - President

Print Name & Title

ATTEST: If a Corporation

John P. Grossi

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

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: HBK Water Meter Service, Inc.
ADDRESS: 3761 Berdnick Street - Unit H
CITY: Rolling Meadows
STATE: Illinois
ZIP: 60008
PHONE: 847-202-4389 FAX: 847-202-9869
TAX ID #(TIN): 36-3839686

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: HBK Water Meter Service, Inc.
ADDRESS: P.O. Box 759
CITY: Palatine
STATE: Illinois ZIP: 60078-0759

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: Danacia Grassi DATE: 8/27/21

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Residential Water Meter Testing
RFP-6-0-2021/DM, Proposer HBK Water Meter Service hereby certifies
(Name of Project) (Name of Proposer) Inc.
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: Sandra Grassi
Proposer's Authorized Agent

3	6	-	3	8	3	9	6	8	6
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 27th day of August, 2021.

Linda M. Krippner
Notary Public

LINDA M. KRIPPNER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 16, 2024

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 Illinois, which operates under the Legal name of HBK Water Meter Service, Inc., and the full names of its Officers are as follows:

President: Sandra G Grossi

Secretary: John P. Grossi

Treasurer: John P. Grossi

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 HBK Water Meter Service, Inc.

Agent Bob Parrilli / State Farm

Street Address 521 W. Central Rd.

City, State, Zip Code Mount Prospect, IL 60056

Telephone Number 847-259-4151

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

Print Name of Company: HBK Water Meter Service, Inc.

Print Name and Title of Authorizing Signature: Sandra Grossi / President

Signature: *Sandra Grossi*

Date: 8/27/21

Village of Downers Grove

Suspension or Debarment Certificate
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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: HBK Water Meter Service, Inc.

Address: 3701 Berdnick St. Unit H

City: Rolling Meadows Zip Code: 60008

Telephone: (847) 202-4389 Fax Number: (847) 202-9869

E-mail Address: Sgrossi@hbkmeters.com

Authorized Company Signature: Sandra Grossi

Print Signature Name: Sandra Grossi Title of Official: President

Date: 8/27/21

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.

Sandra Grossi
Signature

Sandra Grossi
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



HBK Water Meter Service, Inc.

P.O. Box 759
Palatine, Illinois 60078-759
(847) 202-4389 Fax (847) 202-9869
www.hbkmeters.com

August 27, 2021

Mr. David Moody
Village of Downers Grove
5101 Walnut Ave.
Downers Grove, Illinois 60515

References:

Village of Arlington Heights
222 N. Ridge Ave.
Arlington Heights, Illinois 60005
Mr. Scott Schweda

847-368-5806

Village of Mount Prospect
1700 W. Central Rd.
Mount Prospect, IL 60056
Mr. Sean Dorsey

847-870-5640

City of Naperville
1200 W. Ogden Ave.
Naperville, Illinois 60563
Mark Klossing

630-240-4123



HBK Water Meter Service, Inc.

P.O. Box 759
Palatine, Illinois 60078-759
(847) 202-4389 Fax (847) 202-9869
www.hbkmeters.com

August 27, 2021

Mr. David Moody
Village of Downers Grove
5101 Walnut Ave.
Downers Grove, IL 60515

Re: Residential Water Meter Testing RFP-6-0-2021/DM

HBK Water Meter Service, Inc. will not be responsible for valves that do not function properly, valves that do not hold close or open totally. Valves should be in good enough condition to be opened and closed as needed to complete work. The building owner will be responsible for repair or replacement of bad valves.

In cases where valve inside is not operational, we would like to request that HBK Water Meter Service Inc. have approval to turn water off at B-Box. Our team has many years of experience with turning water off at the B-Box. In instances where we are unable to locate B-Box or can not key B-Box we would request the assistance of the Village.

If building is equipped with Backflow preventer device HBK Water Meter Service, Inc. will not be responsible for repair if it is leaking upon our arrival or is leaking after we complete our work due to lack of maintenance or testing. Building owner will be responsible for repair or replacement of device.

In cases where the current water meter is not functioning and the wire, MTU, register and meter need to be replaced, but for some reason we are unable to fish the wire through it's existing path and we would have to re-route wire, these jobs would have to be on an hourly basis of \$150.00 per hour per man for normal working hours and \$225.00 per hour per man for overtime rate.

We thank you for the opportunity to bid on your project and look forward to the opportunity of working with the Village of Downers Grove.

Sincerely,

Sandra Grossi
President

