

**Village of Indian Head Park
Water Meter Replacement Bid Package
January 2016**

Table of Contents

Section

- A. Notice to Bidders
- B. Introduction
- C. Bid
- D. Instructions to Bidders
- E. Specifications
- F. Special Conditions
- G. Statement of Bidder's Qualifications
- H. References
- I. Bid Certification
- J. Contract

Section A- Notice to Bidders

The Village of Indian Head Park will receive bids for:

A Village-Wide Water Meter Replacement Program and Conversion to an Automated Meter Reading (AMR) System

Sealed bids will be received for the above project by John DuRocher, Village Administrator, Village of Indian Head Park, 201 Acacia Rd., Indian Head Park, IL 60525 until **11:00 A.M., January 29, 2016**, prevailing time, and publicly opened in the Council Chambers at that time.

A complete bid package, of which this legal notice is a part, is on file for inspection and may be downloaded from the Village's website www.IndianHeadPark-il.gov or picked up at the Village Hall, Indian Head Park, Illinois 60525, between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday. There is no charge for the package.

No bid shall be withdrawn after opening of bids without the consent of the Village of Indian Head Park for a period of ninety (90) days after the scheduled time of opening bids.

The Village of Indian Head Park reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

John J. DuRocher
Village Administrator

Section B –Introduction

Purpose of Request

The Village of Indian Head Park is seeking bids from qualified firms for the supply and installation of water meters throughout the Village for measuring potable water usage. The Village wishes to convert from its current manually read system to a remotely read automatic water meter reading system. The Village is accepting bids for either a fixed base automatic water meter reading system, a “drive-by” water meter reading system, or other such system driven by cellular technology. All constraints/limitations associated thereto will be the responsibility of the selected firm to manage in order to deliver a “turnkey” project within the awarded schedule of prices, as well as within the approved installation time frame. The scope of the work should be completed within three months from the execution of the contract.

The Village supplies potable water to its residents and businesses. Water usage is measured for each customer through a water meter located at each customer’s property. There are approximately 960 meters throughout the Village for residential and commercial customers.

Currently, the Village manually reads its water meters and manually enters meter reads into its billing software program. It seeks to upgrade to a new system with two-way communication capabilities. Upon review of the Request for Bids (RFBs), the Village anticipates purchasing the new system including all collectors, transmitters, hardware, software and all necessary appurtenances to secure all water meter readings for the entire Village service area.

Project Description

The Village is requesting bids for (1) the supply and installation of water meters throughout the Village and (2) supply and installation of an automatic water meter reading system according to the specifications contained herein. The Village shall own the entire infrastructure from the collectors down to the meters and meter interface units (MIU). Village personnel must be able to access all collected data at any time in order to perform daily operations, provide customer support, and to do research. The finished System shall also provide for advanced data analysis.

Project Objective

It is the intent of the Village to issue a single contract to the selected firm to provide all necessary services to install and implement the system according to the specifications contained herein. This will be a “turnkey” project, functioning under a single contract. There will be no independent contracts issued by the Village to any other contractor. The contractor will be responsible for adhering to all requirements of the specifications and for the performance of all sub-contractor(s).

The supplied water meters shall be of the highest quality, capable of reading to best accuracy possible, and be constructed to last a minimum of 20 years. The AMR shall be functional, efficient and of high quality to the maximum extent possible. Installation services shall be performed in a professional and courteous manner from initial appointment setup to final installation of the meter. Customer Service is of the utmost importance to this project.

The installer will be responsible for having the property owner, or his/her designee verify the final meter reading for the old meter. The meter shall be tagged with the property address and turned into the Village for verification. The replaced water meter shall become the property of the successful bidder after verification by the Village.

Project Timeline

The timing of this project is of the utmost importance. Upon award of the contract, the selected firm will be required to install the AMR infrastructure within 30 days of commencement of the installation of the first water meter. Installation of all commercial/residential meters must be installed within 30 days of the time the first water meter of this project is installed. The entire project, including training shall be completed within 105 days of the award of the contract. It is the intent of the Village to have this project completed prior to May 31, 2016. The Village understands that this is a very aggressive schedule, and asks that those firms that are not in a position to meet this deadline not submit for this request for bid. Work shall NOT be performed on Sundays. All work shall be performed during the hours of 8:00 a.m. and 7:30 p.m.

Bid Evaluations

Submitted bids will be evaluated on a pre-determined point scale in order to determine the Most Qualified Firm (MQF) to perform the work. The MQF will be recommended to the Village Board for approval.

The Village reserves the right to select the firm that provides the best “package” for the project. The Village anticipates heavy interest in this project and that there will be pros and cons to each package submitted. The Village also puts great value in the infrastructure component of the project. A breakdown of the evaluation criteria and weighting is shown below.

Criteria	Weight	Points
Meters (5/8” – 1”)	20%	200
Automatic Meter Read Infrastructure (AMI)	30%	300
Installation Process / Procedures / Experience	20%	200
Cost	30%	300
Total	100%	1,000

A Pre-Bid Meeting will be held on January 19, 2016 at 2:00 p.m. at the Public Works Facility located at 11308 70th Place, Indian Head Park, IL 60525. The purpose of this meeting is to provide a brief overview of the project and to answer any questions from prospective firms.

SCOPE OF SERVICES

The selected company shall manage the acquisition of equipment from the manufacturer and oversee all sub-contractor(s) as awarded. Furthermore, all materials, methods, and workmanship shall be in conformance with all related standard practices of the construction industry, Federal, State, County and Village standards. The selected company must provide all services necessary to meet the goals and objectives of this project.

Miscellaneous

It is preferred but not mandatory that the majority of the components be produced in the United States in a manner that complies with the Buy American Requirements.

A list of locations where the proposed AMI system is fully operational within the United States must be included in the System Description.

The Village is interested in obtaining information for both Village hosted data management and a manufacturer hosted “Cloud” data management system. Base bids shall assume a Village hosted system.

Manufacturers with “Cloud” hosted systems are encouraged to explain their systems and provide the appropriate alternate pricing schedule in their bid.

Technical Specifications must be provided on the attached forms. Please be complete and accurate in filling out the forms. Failure to fill out any section of the form will result in the item being void and no points will be assigned for that item in the evaluation process.

Miscellaneous

The Village also requests, as part of the bid package, unit prices for miscellaneous items that may arise during installation, but are not included in the price of meter installation. These items must be approved by the Village prior to use on the contract.

These items include:

Installation of 1/2” ball valve before meter with flared fittings

Installation of 3/4” ball valve before meter with flared fittings

Installation of 1” ball valve before meter with flared fittings

Additional cost to install 3/4”, 1”, or 1 1/2” meter in pit location

Installation of grounding straps

Companies are required to complete the attached Equipment Details and Proposed Prices forms and submit them in connection with their response to the RFB.

Section C- Bid

Water Meter Replacement

1. **COST OF WORK:**

The undersigned, acting for and on behalf of Contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire bid package, hereby affirms and agrees to enter into a contract with the Village of Indian Head Park, Indian Head Park, IL.

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith his bid as follows:

BID

**TECHNICAL SPECIFICATIONS
DATA SHEETS**

ITEM	DESCRIPTION
METERS-SMALL-5/8" to 1"	
Manufacturer / Model No(s).	
Meter Type-(example-magnetic, nutating disc, oscillating piston, etc.)	
Precision / Accuracy	
Low Flow Accuracy-5/8"	
Low Flow Accuracy-3/4"	
Low Flow Accuracy-1"	
Pressure Loss-5/8"	
Pressure Loss-3/4"	
Pressure Loss-1"	
Maximum Operating Pressure	
Meter Alerts	
Reverse Flow Meter Alerts (Yes or No)	
Internal or with AMR?	
Tamper Alerts (Yes or No)	
Internal or with AMR?	
Durability / Warranty / Guarantee	
Is the meter guaranteed?	
How many years? Gallons?	
Is the battery guaranteed?	
How many Years? Proration schedule?	
Is the meter accuracy guaranteed?	
How many years? Accuracy Level?	
Internal Memory	
Does the meter have data logging?	
What is the data interval?	
How long will the meter retain the data?	

**TECHNICAL SPECIFICATIONS
DATA SHEETS**

ITEM	DESCRIPTION
METERS-MEDIUM-1 1/2" & 2" (RESIDENTIAL METER)	
Manufacturer / Model No(s).	
Meter Type-(example-magnetic, nutating disc, oscillating piston, etc.)	
Precision /Accuracy	
low Flow Accuracy-1 1/2"	
low Flow Accuracy-2"	
Pressure Loss-1 1/2"	
Pressure Loss-2"	
Maximum Operating Pressure	
Meter Alerts	
Reverse Flow Meter Alerts (Yes or No)	
Internal or with AMR?	
Tamper Alerts (Yes or No)	
Internal or with AMR?	
Durability / Warranty / Guarantee	
Is the meter guaranteed?	
How many years? Gallons?	
Is the battery guaranteed?	
How many Years? Proration schedule?	
Is the meter accuracy guaranteed?	
How many years? Accuracy Level?	
Internal Memory	
Does the meter have data logging?	
What is the data interval?	
How long will the meter retain the data?	

TECHNICAL SPECIFICATIONS DATA SHEETS

ITEM	DESCRIPTION
AMI SYSTEM	
Manufacturer / Name / Model No.	
Meter Interface Unit(MIU)	
Meter Interface Unit(MIU) - Model No.	
Meter Interface Unit(MIU) - Transmitter Signal Strength	
Number of Collectors/Antennas Needed	
Licensing	
Is the system protected with FCC licensing? If so, what is the broadcast frequency?	
Two Way Capability	
Does the system have two-way capability (Yes or No)?	
Secondary System	
Secondary system if primary fails(If yes, what type-drive-by, walk-by)	
LOCIS Interface	
Is there an Interface to the Village's billing system (LOCIS)	
Leak Detection	
Does the system have the ability to read external water main leak detection modules?	
Training	
Is on-site training included? How many days?	
Customer Service	
Does the software have ability to notify Village of tampering daily?	
Does the software have ability to notify Village of unusual usage daily?	
Does the software have ability to notify Village of zero reads daily?	
Does the software have ability to notify Village of leak detection daily?	
MIU Battery Life / Guarantee	
What is the MIU/Transmitter battery life?	
Is the MIU/Transmitter battery guaranteed? How long?	
Does your system have dual port MIUs/Transmitters?	
Are software updates included in Annual Maintenance?	
How often does the system send reads to the host?	
Number of Seats per Software License	
% of system components assembled in the USA	
Number of Working Systems in the Midwest	

TECHNICAL SPECIFICATIONS DATA SHEETS

ITEM	DESCRIPTION
INSTALLATION	
Miscellaneous	
What firm will be installing the meters?	
How many full system meter installs have they performed?	
Does the firm have the ability to perform cursory clear water inspections as defined in Technical Specifications (Yes or No)?	
Miscellaneous	
What firm will be installing the AMI infrastructure?	
How many full system AMI installs have they performed?	
OTHER ITEMS (LIST)	
Miscellaneous	

SCHEDULE OF PRICES			
ITEM	ESTIMATE D QUANTITY	UNIT PRICE	TOTAL COST
WATER METERS			
	UNIT		
Supply and install 5/8" Water Meter including Meter Interface Unit (This line item includes both 5/8" x 1/2" and 5/8" x3/4" water meters as determined by the owner. Cost for either meter will be the same.)	(EACH)	\$	\$
Supply and install 1" Water Meter including Meter Interface Unit	(EACH)	\$	\$
Supply and install 1 1/2" Water Meter including Meter Interface Unit (Residential Meter)	(EACH)	\$	\$
Supply and install 2" Water Meter including Meter Interface Unit (Residential Meter)	(EACH)	\$	\$
Supply and install 3" Water Meter including Meter Interface Unit	(EACH)	\$	\$
Supply and install 4" Water Meter including Meter Interface Unit	(EACH)	\$	\$
Supply and install 6" Water Meter including Meter Interface Unit	(EACH)	\$	\$
SUBTOTAL WATER METERS		\$	
AUTOMATIC METER READ INFRASTRUCTURE (AMI)			
	UNIT		
Supply, install, configure and test collector, collector antenna, mounting hardware, computer equipment, software and all other items necessary for the complete installation of a fixed based network automatic water meter reading infrastructure system per the technical specifications.	1 (LUMPSUM)	\$	\$
Hand held device to communicate with individual MIU	1 (EACH)	\$	\$
SUBTOTAL AUTOMATIC METER READ INFRASTRUCTURE (AMI)		\$	
TOTAL (BASE PACKAGE)		\$	

SCHEDULE OF PRICES			
ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
ADDITIONAL UNIT PRICE ITEMS	UNIT		
Supply and install 3/4" Water Meter including Meter Interface Unit	1 (EACH)	\$	\$
Installation of 1/2" ball valve before meter with flared fittings	1 (EACH)	\$	\$
Installation of 3/4" ball valve before meter with flared fittings	1 (EACH)	\$	\$
Installation of 1" ball valve before meter with flared fittings	1 (EACH)	\$	\$
Additional cost to install 3/4", 1", or 1 1/2" meter in pit location	1 (EACH)	\$	\$
Replace/Retrofit existing MIU with new MIU for existing meters that are not being replaced (MIU only)	1 (EACH)	\$	\$
Replace/Retrofit existing MIU with new MIU for existing meters that are not being replaced (MIU and new wiring)	1 (EACH)	\$	\$
Installation of grounding wiring and grounding straps (per Illinois Electrical Code)	1 (EACH)	\$	\$
Annual Maintenance Service Contract for Equipment and Software (5 year guarantee price)	1 (EACH YEAR)	\$	\$
ADDITIONAL MANUFACTURER SUBMITTED ITEMS (LIST BELOW)			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

SCHEDULE OF PRICES			
ITEM	ADD	DEDUCT	TOTAL COST
ALTERNATE ITEMS / OTHER OPTIONAL ITEMS	CIRCLE ONE		
Remote "CLOUD BASED" Data Management System	ADD	DEDUCT	\$
Annual Maintenance Service Contract for Equipment and Software (5 year guarantee price) - "CLOUD BASED"	ADD	DEDUCT	\$
Supply and install 1/2" Water Meter including Meter Interface Unit (Compound Meter)	ADD	D E D U C T	\$
ADDITIONAL MANUFACTURER SUBMITTED ITEMS (LIST BELOW)			
	ADD	DEDUCT	\$

THIS BID IS BEING SUBMITTED BY THE FOLLOWING:	
Name of Company	
Address 1	
Address 2	
City, State, Zip Code	
Contact Person	
Contact Person Phone	
Contact Person Email	
Date of Submittal	
Signature	

2. **COSTS:**

The undersigned Contractor hereby affirms and states 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, royalties, transportation charges, applicable taxes, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of ninety (90) days after the bid due date.

3. **INSTRUCTIONS TO BIDDERS:**

The undersigned Contractor shall comply with all Sections of the Bid Package which are incorporated herein by reference.

4. **TIME OF COMPLETION:**

Scheduling requirements are contained in Section D of the Bid Package.

5. **BID GUARANTEE:** Not Applicable.

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Title: _____

Telephone: _____ Date: _____

If a Corporation:

ATTEST:

Secretary

Section D- Instructions to Bidders

1. **RECEIPT OF BID: January 29, 2016; 11:00 A.M.**
2. **BASIS OF BID:** Sealed bids will be received until the above noted time and date.
3. **BID DESCRIPTION:** Water Meter Replacement
4. **PREPARATION AND SUBMISSION OF BIDS:**
 - A. **The bid must be delivered to the office of the Village Administrator, Village of Indian Head Park, 201 Acacia Rd., Indian Head Park, IL 60525 on or before January 29, 2016; 11:00 A.M., at which time it will be publicly opened and read in the Council Chambers of the Village Hall. Bids received after this time will not be considered and will be returned unopened.**
 - B. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in--in ink--in both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
 - C. Each bidder must complete, execute and submit with its bid a certification that Contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
 - D. **Each bidder must submit a complete bid package, including the following items:**
 1. Bid.
 2. References
 3. Statement of Bidder's Qualifications.
 4. Bid Certification.
 5. Copy of "Confined Space Entry" program, with evidence of training.
 - E. **Certification of plumbing license.**
 - F. The bid shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name - "Water Meter Replacement".
 - G. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
 - H. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed

for a period of more than ninety (90) days.

- I. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
- J. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
- K. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- L. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- M. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.
- N. The bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
- O. The bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract by him.
- P. The bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- Q. By submitting a bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- R. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

- S. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

5. **SUBSTITUTIONS:**

Not Applicable.

6. **CONDITIONS:**

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
- B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- C. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
- D. All bids shall be good for ninety (90) days from the date of the bid opening.

7. **BASIS OF AWARD:**

The Village of Indian Head Park reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Indian Head Park. In addition to price, the Village will consider:

- A. Ability, capacity and skill to fulfill the contract as specified.
- B. Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- C. Character, integrity, reputation, judgment, experience and efficiency.
- D. Quality of performance on previous contracts.
- E. Previous and existing compliance with laws and ordinances relating to the contract.
- F. Sufficiency of financial resources.
- G. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- H. Ability to provide future maintenance and service under the contract.

- I. Number and scope of conditions attached to the bid/proposal.
- J. Record of payments for taxes, licenses or other monies due the Village.

8. **WARRANTY:**

Not applicable, except as indicated in Section D.

9. **PAYMENT:**

The Village of Indian Head Park authorizes the payment of invoices on the second Thursday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to that date.

The Contractor shall submit request for payment with the appropriate waivers for the work on or before the twenty-sixth (26) of the month, on an approved payment request form, for work performed and material and supplies purchased, delivered and suitably stored on the job site and/or built into the work through the twenty-fifth (25) of the month.

Request for payment shall be based on a basic contract schedule of values approved by the Owner. Request for payment for extra work and credits for deductions from the work shall be itemized and attached to the contract payment request as a sub-total amount due at the time of the payment requested and subjected to the terms of payment as provided herein.

The Owner shall review each request for payment submitted and shall make payments of all items approved less retainage as set out below on or before the fifteenth (15th) day of the month. The Owner may retain ten percent (10%) of each payment until the work is one hundred percent (100%) complete.

The final payment constituting the unpaid balance of the cost of the work and the retention shall be paid by the Owner within thirty (30) days after work shall have been completed and accepted by the Owner's Representative and the contract fully performed.

Payments made pursuant to the provisions to this agreement shall not be considered as evidence of performance or acceptance of work either in whole or in part and the Owner specifically reserves any and all rights under the contract of this agreement which shall not be considered waived when payments are made.

10. **INDEMNIFICATION:**

The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or Consultant, indemnify and save harmless the Village against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or

concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the Village.

The Contractor shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, parts, fixtures or machinery furnished by the Contractor for the purpose of performing the Work under the contract. This indemnity does not waive any immunities in favor of the Village that it may assert in response to any or all of the claims described above.

11. **INSURANCE:**

Certificates of Insurance shall be presented to the Village within fifteen (15) days after the receipt by the Contractor of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract nor will the bid guarantee be returned until acceptable insurance certificates are received and approved by the Village.

Each Contractor performing any work pursuant to a contract with the Village of Indian Head Park and each permittee working under a permit as required pursuant to the provisions of the Code of Ordinances of the Village of Indian Head Park (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such Contractor and permittee shall procure and maintain for the duration of the contract or permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the contract or permit, either by the Contractor, permittee, or their agents, representatives, employees or subcontractors. The Contractor shall obtain a business license from the Village. There shall be no charge for this license.

A Contractor or permittee shall maintain insurance with limits no less than:

- A. General Liability - \$4,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. In order to meet this requirement contractor may have an umbrella policy, when combined with the general liability policy, meets the \$4,000,000.00 limit.
- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

D. General Liability and Automobile Liability Coverage -

- (1) The Village, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers or agents.
- (2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers or agents shall be in excess of the Insured's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers or agents.
- (4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

12. **SAFETY:**

The Contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

13. **EQUAL OPPORTUNITY:**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

14. **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

15. **PREVAILING RATE OF WAGES:**

All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

Contractor will comply with the Illinois prevailing wage law, as amended from time to time. Not less than the prevailing rate of wages as found by Owner or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under the Contract. If the Department of Labor revises the prevailing rate of wages to be paid laborers, workers or mechanics under the Contract, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of wages; provided, however, regardless of whether Owner gives such notice, the revised prevailing rate of wages shall apply to the Contract and Contractor shall have the sole responsibility and duty to pay, and ensure that all Subcontractors pay, the revised prevailing rate of wages to each person to whom a revised rate is applicable. Revision of the prevailing wages shall not result in an increase in the Contract sum or other cost to Owner. Contractor shall indemnify, defend and hold Owner harmless from any loss, including but not limited to Owner's attorney's fees, resulting

from Contractor's failure to comply with this prevailing wage clause. All bonds applicable to the Contract shall include a provision as will guarantee the faithful performance of the obligation to pay the prevailing rate of wages.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor and each subcontractor shall submit weekly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the Contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

16. **COPIES OF DOCUMENTS**

The number of copies of Contract and Bond required to be executed is as follows:

Three (3) original counterparts of the Contract documents will be required to be executed.

17. **EXECUTION OF DOCUMENTS**

The Contractor, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

18. **EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT:**

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5 percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Municipality. The Contractor may place no more than 3 of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

19. **INDEPENDENT CONTRACTOR:**

There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent Contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the

monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

20. **APPROVAL AND USE OF SUBCONTRACTORS:**

The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

21. **ASSIGNMENT**

Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

22. **GOVERNING LAW**

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue for any action related to this Contract will be in the Circuit Court of Cook County, Illinois.

23. **CHANGES IN LAW**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

24. **TIME**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

25. **CONTRACT TERM**

This contract is for the duration of the work plus the warranty period. Prices shall remain in effect for a period of three years after that. The Contract is subject to the right of the Village to cancel and terminate the same at any time, with or without cause, by giving not less than ten (10) days' notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

Section E- Specifications

SCOPE OF SERVICES

The intent and purpose of these specifications is to describe the procedures for the testing, repair and or replacement of water meters as directed by the Village of Indian Head Park.

TECHNICAL SPECIFICATIONS

Water Meters

The Village realizes that there are a number of manufacturers that provide good quality meters for municipal water systems. It is the desire of the Village of Indian Head Park to get the best meters and most current technology available in order assure a great quality product for years to come.

All meters must meet or exceed the latest AWWA Standards for metering accuracy. Better accuracy meters will be evaluated higher than lower accuracy meters. The Village also requires its meters to be tamper resistant with the ability to send an alert if the meter is altered in any way.

The Village desires to have a positive displacement residential meters, however, all meter types will be evaluated accordingly. Medium size meters (1" and 2") shall be residential style meters. Manufacturers that can supply both residential and compound meters are encouraged to submit specifications for both residential (base) and compound meters (alternate) and an add/deduct cost for the compound meter.

Meter accuracy and battery life will also play an important role in the evaluation process. The Village desires to have a minimum 20 year warranty on the meter and battery. Pro-rated warranties are acceptable but will be evaluated based on warranty presented.

All Meters shall have imprinted on them, the size and direction of water flow through the meter. The body shall be completely lead-free and meet the AB1953, ANSI/NSF Standard 61 requirement.

Meters shall operate up to a working pressure of 150 pounds per square inch (psi), without leakage or damage to any parts. The accuracy shall not be affected by variation in pressure up to 150 psi.

Each meter will be paid for at the unit prices indicated in the schedule of prices. The unit price includes the cost of the meter, meter interface unit (MIU), installation of the meter, new wiring between the meter and the MIU (typically located externally on each residence and replacing the existing remote meter reading unit), and any other items necessary for the delivery, supply, coordination, and installation of new water meters at individual properties. The pay item for the water meter will be based on the size of the meter. Not included in the cost of the meter supply and installation is any additional plumbing work necessary to install the water meter such as the addition of a shut off valve.

Additional plumbing work necessary for the installation of the water meter shall meet all applicable plumbing codes.

The main goals of the new AMI and the firm providing the AMI are:

1. Perform water meter reading in the most cost effective manner possible.
2. Improve customer service through the effective use of customer usage data, customer leak detection, and off cycle meter reading.
3. Improve utility operations and enhanced revenue generation.
4. Increase meter reading efficiency throughout the Village.
5. Store and transmit pertinent meter reading, data logging information and tamper data from electronic meter registers.
6. Provide customer service tools that will notify the Village of tampering, leak detection, unusual usage, trending, etc.
7. Provide a data collection system to collect readings, usage, and leak and tamper information from the transmitter modules, and provide the data to the Finance Billing Department or Management.
8. Provide manufacturer-supplied software and customer support necessary to provide upload billing data files to Village owned L.O.C.I.S. software program.
9. Provide customer support services including assistance with software operation, troubleshooting and reconciling failed devices, network growth and the addition of new devices, training, recurrent software upgrades, and other activities to sustain proper operation of the meter reading system.
10. Provide the installation of all necessary infrastructure equipment and appurtenances.
11. Provide a system capable of acquiring daily reads (The ideal system will have the ability to record hourly reads and have the capability to retrieve “on demand” reads in “real time”)
12. The Village shall furnish a list, including street addresses, of all structures (towers, tanks, etc.) used to accomplish meter reading for the service area to be attached to this RFB.
13. The Village will develop and provide to the Contractor a customer comment card so that Village may receive feedback about the installation process. The comment card will be left with the customer by the installer.
14. Information such as height of structure, type of structure, indoor or outdoor hardware.
15. Proposer shall submit a detailed propagation study with their response which shall outline modeled coverage and number and location of collection devices. The Proposer must present a Statement of Work with their response outlining that given the proposed collection system, the utility coverage area will be able to read 100% of the water meters in the Village.

Any systems and services proposed must cover the requirements stated below, and must have the flexibility to read other meters as well as the potential for other applications in the future. Further, companies are expected to propose systems and equipment with sufficient redundancy, such that if a failure of any major system component or part thereof does occur, it will not interrupt the flow of

meter reading information to customer revenue systems. The bid shall contain an explicit comply/exception assessment of whether the system meets each requirement and, whenever necessary, description of compliance to each point. If the system or any part of the system fails to meet any of the following requirements, explain the reasoning that substantiates that the variation from these requirements is not critical. Please note that all answers must reflect current capabilities. Any future capabilities must be stated as such and outlined with a development schedule.

Installation

The scope of work includes scheduling appointments, coordinating with water meter suppliers for delivery, removal of existing water meter, installation of new water meter, installation of remote read module, and proper documentation of installation on Village approved forms. Prices include all labor to perform these functions, plus any wire, gaskets, seals and accessories necessary to successfully install new meter. The cost of installation is included in the unit price for each meter.

The Village will create and send out initial notifications as to the replacement program. The Contractor will be responsible for scheduling appointments with the individual property owners for meter replacement. The Contractor shall be responsible for all subsequent notifications.

The installation of all water meters is to be performed by a plumbing contractor licensed by the State of Illinois. All site installation personnel employed on this project will be subject to background checks and shall at all times carry a suitable photo ID and/or other identification approved by the Village. All vehicles used by the successful bidder shall at all times display the name and phone number of the company performing the site installation.

At no time shall the installer start an installation and then leave it unfinished. At no time shall the installer leave a site installation lacking water service.

Prior to an installation, the installer shall determine if additional plumbing work is required beyond the specified scope of the contract. If so, the installation shall be rescheduled and both the property owner and the Village shall be notified. Arrangements for the additional plumbing shall remain the property owner's responsibility. Once the additional plumbing work has been completed the installation will be rescheduled.

Bidder shall be required to leave the installation site in a clean and neat condition, equal to, or better, than the original condition for the site. The installer shall remove the replaced equipment from the site and will be responsible for its proper disposal. The old meter shall become the property of the contractor once released by the Village. The unit price for the meters should reflect any salvage value for the old meters. **THE VILLAGE WILL VERIFY THE FINAL READ ON THE METER.**

The installer will be required to document the installation with the property owner. A form will be developed that will include the name, address, and phone number of the property owner as well as the serial number of the new meter, the date and time of the installation, final meter read, and other relevant data the Village may need. The property owner will sign off the data sheet and verify the final reading as an indication that the work was performed without incident.

The installation shall require the installer to test the new equipment to make sure it is functioning properly. The install will be sure that there are no leaks at the site that are related to the installation.

Any non-standard installation, including missing or tampered meter, or flagrant code violations observed by the installers is to be reported to the Village immediately.

Bidder shall conduct installations by route, or group of routes. Route groups should be based on geographic proximity and logistics, and neighborhoods determined by the Village in discussion with the Proposer. The Village retains the right to prioritize neighborhoods, or to reorganize priorities, both before the program begins, and during the program. Unless approved in writing by the Village, the Bidder shall complete at least 90 percent of the installations in one route or group of routes before commencing installation on the next route. Exceptions to the requirement to complete an installation may be granted by the Village.

All meters shall be grounded in accordance with AWWA standards and local electrical codes. The cost for providing proper grounding shall be included in the cost of installing the meter.

Bidder shall be responsible for scheduling all appointments for installation with Village residents and businesses. Approval of the method used must be granted by the Village before contact is made. The Bidder shall make, at a minimum, three appointment attempts in writing before notifying the Village and requesting assistance.

The Village and the Bidder shall establish an overall schedule for installation of the entire project. On the first work day of each week, the Bidder will provide the Village an updated schedule of where work is planned for the next 3 weeks.

Bidder shall propose normal work hours, which must be approved by the Village. Installers must be available for evening and Saturday installations, as well as for installations that must be conducted at other times because of special needs. Hours must include evenings until 7:30 p.m. Bidder must anticipate significant workloads during weekend and evening hours to accommodate customer's desires to avoid taking time off from work. Contractor should expect that some meter replacements will occur in the evenings and on weekends. No additional compensation will be provided for appointments that occur in the evening or on weekends.

A listing of all installation appointments to be visited by Bidder's installation each day shall be electronically transmitted to the Village each work day prior to 7:00 a.m. At the end of the business day, the Bidder shall transmit electronically to the Village information on work performed in a Village approved file format.

The successful bidder will be responsible for providing the Village with weekly status reports detailing the number of installations performed, problems encountered, work remaining and any schedule adjustments.

Perform a cursory "Clear Water" inspection intended to identify illegal connections to the sanitary sewer system. Focus will be on obvious cross connections within internal plumbing, sump pump connections to sanitary sewer system, and downspout connections to sanitary sewer system. Village will provide carbon copy inspection form.

For 90 days after the Village was notified of a given installation, Bidder must respond to calls from the customer associated with that installation or Village concerning leaks, loss of service, low pressure, and other problems associated with installation on a 24-hour-per-day basis. Bidder must respond within one (1) hour of receiving the call and arrive at customer's premises ready to correct any problems within three (3) hours of receiving the call. If Bidder fails to respond, the Village will assess liquidated damages of \$300 plus \$100 per hour until the proposer responds or the Village makes repairs, plus Village's direct costs to make repairs. Such penalties and costs to be deducted from the amount owed to the Bidder. Bidder shall provide this access for a minimum of 90 days after complete of the project. Bidder shall maintain a log of all such calls and their resolution, and

provide to the Village a copy of the log daily, using e-mail or another mutually accepted electronic means.

Each installation will be accepted by the Village conditioned upon:

Electronic submission of a list of completed installations containing for that installation the premise identification number, address, old and new meter serial numbers, old and new meter readings, MIU serial number, location of meter and MIU, installer's name, name of the Bidder's inspector, and all other information relevant to the installation; and,

Receipt or access to required digital photographs;

At its option, satisfactory inspection by the Village; and, confirmation that MIU ID numbers, meter register numbers, and other information have been correctly captured in the automatic reading system database and/or the Village's project management database for each customer's premises; and,

Successful capture of 95 percent of the scheduled readings over 2 days for meters reading hourly or more frequently, or 95 percent of the scheduled readings over 5 days for meters being read less frequently. The readings shall be gathered by the Village operating the system in a normal way.

If the Village finds discrepancies in the conditions of acceptance for 12 months after the date it was notified of installation, the Village shall remand the work to the Bidder for correction.

Data logging time slots must be time synchronized and programmable for 15 minutes, 30 minutes, 60 minutes, or daily.

System Description

Briefly describe the data flow in the system, listing each component and how they interface. Detail the proposed system configuration.

The system shall be full two-way communication to the water meter transmitter, allowing for not only demand and special reads but programming of the endpoint remotely.

PLEASE NOTE SOME OF THE SPECIFICATIONS BELOW ONLY PERTAIN TO FIXED POINT SYSTEMS

The system shall ensure accurate time recordings for all readings.

The user interface shall support multiple users across the enterprise.

The system shall be capable of identifying and quantifying post meter customer leaks.

The system shall be capable of supporting acoustical leak detection to identify potential leaks in the Village's water distribution system.

Give the specifications of the transmitter module (i.e. size, weight, etc.).

List the environmental specifications of the transmitter module and describe its ability to withstand heat/cold and water intrusion.

Indicate the expected product life of the transmitter module and any engineering data to support the claim. Describe all tamper sensors/indicators available with the transmitter module. The transmitter module must support cut cable tamper and reprogram detection.

The transmitter shall utilize two-way communications with the data collector to allow for wireless communications between the two devices for re-programming and time synchronization. The transmitter shall be configurable via wireless communications.

The transmitter will have a fixed factory set non-programmable identification number to insure absolute identity of the transmitter within the radio AMI system.

If applicable, the transmitter will provide multiple transmissions per day at a minimum of (4) per day, with hourly readings. The transmitter shall have the ability for time synchronization. In addition, if the transmitter is configured in hourly usage /consumption profile mode, the transmitter shall also provide the daily meter reading data packet with hourly consumption data for the previous 24 hours.

If applicable, provide the specifications of Fixed Network Data Collection Device (i.e. size, weight, etc.).

If applicable, each tower collection device shall provide a live, two-way connection with the back-end computer system.

Define the performance characteristics of the data collection device (read rate, accuracy, etc.).

The AMI must verify data integrity in every message.

Define any applicable warranties associated with the data collection device.

The data collection device must have the capability to receive software upgrades via the network.

The data collection device must be capable to interface to a Windows 7 or newer supported computer.

The data collection device must provide diagnostics capability to allow troubleshooting via the network.

Describe the range of the data collectors indicating radius from the collector.

Specify the manufacturer, product name and product version of the operating system and database that the AMI operates on.

The proposed AMI must provide the ability to store a minimum of 40 days of meter reading data including hourly data logging information for up to 50,000 transmitter modules.

The Village must be able to submit customer data (name, address) to the AMI via a standard file format (for access and search options in the user interface).

Provide software upgrades to the data collection devices and system software as required by the AMI (must also be included in the cost of the bid).

Describe the customer support for the AMI system inclusive of phone support, communications,

trouble shooting and proactive network monitoring.

Daily consumption reads must be collected, time stamped, and available to the Village for all water customers daily. The time must be provided by the transmitter module, must be a real time clock, and must be synchronized daily to a Village acceptable standard.

SCHEDULING

Upon notification by the Village via a Work Order/Service Request form, the Contractor shall make arrangements with the owner of said premises to schedule certain time(s) that the building water meter replaced. If required by the owner of the premises, night time hours and weekends shall be utilized if scheduling cannot be accomplished during the day. Any additional costs for night time and/or weekend work shall be incidental to the contract.

If the Contractor has unusual difficulty with the owner of premises for scheduling said work, the Contractor shall notify the Village immediately.

CREW COMPOSITION

If the water meter is located within the building proper, a two (2) person crew shall be required. If, however, the water meter is located within a water meter vault, all “confined space entry” procedures, as required under Part 1910 of the Occupational Safety and Health standards of the Occupational Safety and Health Administration (OSHA) shall be followed. Bidders shall submit a copy of their ‘Confined Space Entry’ program with their bid. All Contractor’s personnel working in ‘Confined’ spaces must be trained in the proper procedures. Evidence of training must be submitted with the bid.

All meter replacements must be supervised by a licensed plumber with the State of Illinois. Certification of plumbing license shall be presented to the Village as part of the bid submittal.

TRAVEL TIME

This shall be incidental to the contract prices.

RESPONSIBILITY FOR DAMAGES

In addition to the Contractor’s responsibilities and obligations under Section C.10 of this Bid Package, the Contractor shall be solely responsible for any damage to plumbing or appurtenances resulting from testing, repair and/or replacement if it is determined that said damage was a result of the Contractor’s workmanship or negligence. Repair and/or replacement of water meter isolation valves that fail or break during operation to isolate the water meter for testing, repair and/or replacement shall be at the expense of the owner of the premises.

WARRANTY

In addition to any manufacturers' warranties, Contractor's workmanship and all replacement parts utilized shall be warranted for a period of 1 year from the time of the work. If the meter becomes inoperable within the year period and it is found that the malfunction was a result of poor workmanship and/or replacement part failure, the Contractor shall make the necessary repairs at no cost to the Village.

Section F- Special Conditions

The Village also seeks to have the installation contractor perform a cursory “Clear Water” inspection intended to identify illegal connections to the sanitary sewer system. Focus will be on obvious cross connections within internal plumbing, sump pump connections to sanitary sewer system, and downspout connections to sanitary sewer system. No action will be taken on the installer’s part. Informing the Village is in the installer’s installation report is required.

Section G- Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires.

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name: _____
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion) _____

7. General character of work performed by your company: _____

8. Have you ever defaulted on a contract: _____
9. List, on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each.
10. List your major equipment ***available for this contract:*** _____

11. Experience in work similar in importance to this project:

12. Background and experience of the principal members of your organization, including the officers. _____

13. Credit available: _____

- 14. Bank reference: _____
- 15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Village of Indian Head Park: _____
- 16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Indian Head Park in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at _____, Illinois this _____ day of _____, 2016

By: _____

 Title

STATE OF ILLINOIS)
) SS.
 COUNTY OF)

_____ being duly sworn deposes and says that he is the _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED and sworn to before me this _____ day of _____, 2016

 Notary Public

Section H- References

Bidder shall supply the following information listing at least five customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

2. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

3. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

4. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

5. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

Section I- Bid Certification

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the bidder for the construction, product, commodity, or service briefly described as follows:

“Water Meter Replacement”

- (A) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (B) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105 of the Illinois Compiled Statutes, 1993, the bidder has a written sexual harassment policy in place including the following information:
 - 1. An acknowledgment of the illegality of sexual harassment.
 - 2. The definition of sexual harassment under State law.
 - 3. A description of sexual harassment, utilizing examples.
 - 4. The Contractor’s internal complaint process including penalties.
 - 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 - 6. Directions on how to contact the Department or the Commission.

This business firm is: (check one)

Corporation Partnership Individual

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Title: _____

Telephone: _____ Date: _____

ATTEST:

-SEAL-

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 2016.

Notary Public

Section J- Contract

Water Meter Replacement

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2016 between the Village of Indian Head Park, a municipal corporation, acting by and through its President and Board of Trustees, known as VILLAGE, and _____ administrators, successors or assigns, known as CONTRACTOR.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Bid hereto attached, to be made and performed by the VILLAGE, and according to the terms expressed in the Bond (if applicable) referring to these presents, the CONTRACTOR agrees, at their own proper cost and expense, to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this Contract.
3. PERIOD OF CONTRACT: This Contract is for the duration of the project. This Contract is subject to the right of the Village to cancel and terminate the same at any time, with or without cause, by giving not less than ten (10) days' notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.
4. And it is also understood and agreed that the entire Bid Package hereto attached, approved by the VILLAGE of the State of Illinois this _____ day of ____, 2016, are all essential documents of this contract and are a part hereof.
5. IN WITNESS WHEREOF, the said parties have executed these presents on the above mentioned date.

ATTEST:
VILLAGE OF INDIAN HEAD PARK

Laurie Scheer
Village Clerk

By _____
Tom Hinshaw
Village President

ATTEST:

Secretary

Corporate Name

By _____
Contractor

Partners doing Business under
the firm name of

(If a Co-Partnership)

Party of the Second Part

(If an Individual)

Party of the Second Part

SEXUAL HARASSMENT CERTIFICATE

_____ hereinafter referred to as "Contractor" having submitted a bid/proposal for _____ to the Village of Indian Head Park, Cook County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The Contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each Contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____ day
of _____, 2016

Notary Public

CONTRACTOR'S CERTIFICATIONS

(CONTRACT EXECUTION)

_____, having executed a contract for _____ with the VILLAGE, hereby certifies that said Contractor is not barred from executing said contract as a result of a violation of either Section 5/33E of Chapter 720 of the Illinois Compiled Statutes.

(DRUG-FREE WORKPLACE)

Contractor deposes, states and certifies it will provide a drug free workplace by complying with Section 3 of the Illinois Drug Free Workplace Act, being 30 ILCS 580/3.

Attest/Witness:

Successful Bidder

By: _____

By: _____
Name of Contractor's Executing
Officer

Title: _____

Title: _____
Title of Contractor's Executing
Officer

Subscribed and Sworn to
before me this _____ day
of _____, 2016

Notary Public

My Commission Expires: _____

-SEAL-

PREVAILING WAGE AFFIDAVIT

I, _____ (name of signatory), on oath hereby state and certify that _____ (name of Contractor), pursuant to a Contract dated _____, 2016, with the Village of Indian Head Park for the _____ Project, has complied and will comply with all laws, including those relating to the employment of labor, the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the Contract or perform such work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for Cook County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid Contract or to perform such work. _____ (name of Contractor) has also complied and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS _____ DAY OF _____, 2016

NOTARY PUBLIC

CERTIFICATION OF PAYROLL RECORDS

I, _____ (name of person executing this certificate), do hereby certify that I am the duly qualified and acting _____ (title) for _____, (name of Contractor) and, as such, am authorized to certify payroll records as true and accurate for such company in accordance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5) (the "Act").

I do hereby further certify that the following document is a true and accurate copy of the records of all laborers, mechanics, and other workers employed by _____ (name of Contractor) on the _____ Project (the "Project") for the Village of Indian Head Park (the "Village"), including each such worker's name, address, telephone number, social security number, classification or classifications; and the hourly wages paid in each pay period, hours worked each day, and the starting and ending times of work each day for each such worker on such Project.

I do hereby further certify that the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act, and that _____ (name of Contractor), and I on behalf of such Contractor, are fully aware that filing a certified payroll that we know to be false is a Class B misdemeanor. I further certify that upon two (2) business days' notice, if requested, we and any subcontractor hired by us shall make available for inspection the records required in the Act to the District, its officers and agents, and to the Director of Labor, his deputies and agents, at reasonable hours at a location within the State of Illinois.

Date: _____, 2016

(Name of Contractor)

(Signature)

(Printed Name)

(Title)

Subscribed and sworn to before me
this _____ day of _____, 2016.

Notary Public

A Village of Indian Head Park map