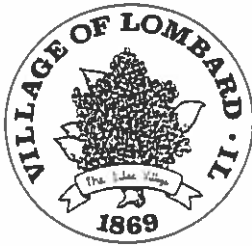


MEMORANDUM



To: Scott R. Niehaus, Village Manager
From: Brian M. Jack, Utilities Superintendent *bj*
Through: Carl S. Goldsmith, Director of Public Works
Date: May 12, 2014
Subject: **FY 2014 Water Meter Testing and Repair**

Background

The Village completed a water meter change out program for all commercial and multi-family water meters in 2012. The replaced all of the older large water meters that were below AWWA (American Water Works Association) standards for water meter accuracy.

The top 25 water consumers in Lombard have been targeted for annual water meter testing to ensure that the new water meters installed remain within the industry standards for accuracy and proper revenue collection. A significant portion of Lombard's utility revenue comes from the top 25 water consumers on an annual basis. The top 25 water consumers make up approximately 13% of the annual water consumption for the Village of Lombard. Regular testing and maintenance of these water meters will achieve optimum revenue from these consumers.

This contract was bid through a joint purchase process developed by communities in the DuPage County region. The process is based off of the Municipal Partnering Initiative (MPI) that has been successfully implemented in the northern suburbs. The MPI process has one community serve as the lead agency for the purposes of bidding the contract. Each participating community awards a contract based upon their identified quantities.

The Underground Utilities Division of the Department of Public Works budgeted \$12,500 in FY 2014 for water meter testing of the top 25 water consumers in the Water and Sewer Operation and Maintenance Fund 510.270.370.75350.

Recommendations

Staff recommends the Board of Trustees award a contract for Water Meter Testing and Repairs to Vanguard Utility Service of Owensboro, KY in an amount not to exceed \$12,500.00 at their regular meeting on May 15, 2014 meeting. If approved, please return two (2) executed copies of the contract to Public Works Underground Utilities Division.

Village of Lombard

Water Meter Testing & Repair
RFB 2014-105

5/9/2014

Bid Opening Results

10:00 AM

	Contractor	Bid (as read)
1.	M.E. Simpson Co., Inc. 3406 Enterprise Ave. Valparaiso, IN 46383	\$266,520.00 \$100.00 per hour for repairs \$150.00 per hour for replace
2.	Vanguard Utility Service, Inc. 1421 W. 9 th St. Owensboro, KY 42301	\$147,870.00 \$100.00 per hour for repairs \$150.00 per hour for replace

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER RFB #2014-105 Water Meter Testing and Repair

This agreement is made 15th day of May, 2014 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Vanguard Utility Service of Owensboro, KY hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

(The description, quantities and proposal prices are stated here)

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document no. RFB #2014-105 for Water Meter Testing and Repair, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. RFB #2014-105 - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated May 9, 2014.
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the services which are the subject matter of this Contract the total sum of \$12,500.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith T. Giagnoria, Village President, and the Contractor have hereunto set their hands this 15th day of May, 2014.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ___ day of _____, 20__.

Individual or Partnership _____ Corporation _____

By _____ Position/Title

By _____ Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of May, 2014.

Keith T. Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

EXHIBIT A
VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

_____, having been first duly sworn, depose and states as follows:
(Officer or Owner of Company)

I am the _____ for _____,
(Title) (Name of Company)
(the "Contractor"), which has submitted a proposal for _____,
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that _____ (Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and
4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2014.

Notary Public

EXHIBIT B

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
 2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
 3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
 4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.
-