

Date Sent: _____

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 20220629

Contract #: 2022205

Start date: 11/7/2022

End date: 12/31/2024

Amount: \$ 4,052,587.00

Department: Public Works

Contract Type: Contractor

Contractors Name: Core & Main LP

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose

Contract Description: Sensus New Water Meter Replacement Program - Purchase



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2022-0629

File ID: 2022-0629

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 08/08/2022

Agenda Entry: Sensus New Water Meter Replacement Program - Purchase

Final Action: 11/07/2022

Title:

Sensus New Water Meter Replacement Program - Purchase

Notes:

Sponsors:

Res/Ord Date:

Attachments: Water Meter Procurement Package

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

Related Files:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|------------|-------------------------|------------|--|-------------------|-----------|--------------|---------|
| 0 | Public Works Department | 08/08/2022 | INTRODUCED TO BOARD | Board of Trustees | | | |
| 0 | Board of Trustees | 11/07/2022 | APPROVED Aye: 7 Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau Nay: 0 | | | | Pass |

Text of Legislative File 2022-0629

..Title

Sensus New Water Meter Replacement Program - Purchase

History

The Village of Orland Park Public Works will be starting a full meter replacement program starting in January 2023 through December 2024. At the April 4, 2022 Village Board meeting, the Board approved a contract with Baxter and Woodman for a Water Meter Replacement Program Evaluation. As part of program, Baxter and Woodman along with

Village staff conducted a water meter evaluation. The top three (3) meter manufactures - Sensus, Neptune, and Badger - were evaluated for measuring technology, normal operating flow range, extended low flow, maximum continuous operation, pressure drop, number of wheels, tamper resistance, meter register and accuracy warranty, lead safe requirements, and alarming. A scoring matrix was used to rate each manufacturer, with a maximum score of fifty-five (55) points. A summary of the scores is below:

- Sensus - 51 points
- Badger - 45 points
- Neptune - 37 points

Baxter and Woodman also obtained budgetary quotes prior to the bid process of the three (3) top meter manufacturers, with Sensus providing the lowest quotes among the manufacturers. After receiving the final quote for the meters, Baxter and Woodman compared the final pricing against industry pricing, and Baxter and Woodman's conclusion is Sensus is still lower than Badger and Neptune and other industry meters.

The Village currently uses Sensus water meters, and has all the meter programming equipment and remote reading infrastructure already in place. Based on Baxter & Woodman's recommendation at the September 9, 2022 Committee of Whole, staff is recommending the purchase of Sensus water meters through sole source provider Core & Main of Mokena, Illinois. Core & Main is the only qualified and sole source vendor for this purchase. The total quantity for the purchase of meters to complete the installation project is as follows:

- Thirteen thousand four hundred eighty-one (13,481) three-quarter (3/4) inch iPERL meters
- Two thousand eight hundred five (2,805) one (1) inch iPERL meters
- Three hundred seventeen (317) one and one half (1 ½) inch Omni meters
- Two hundred eighty-six (286) two (2) inch Omni meters
- Sixty (60) three (3) inch Omni meters
- Nine (9) four (4) inch Omni meters
- Two thousand two hundred ninety-one (2,291) three-quarter (3/4) inch Ally meters

The Omni model is being used in commercial applications, and the iPERL model in residential. The Ally meters allow for water to be turned on and off remotely, in locations with limited access to shut off valves. The cost to purchase all nineteen thousand two-hundred forty-nine (19,249) water meters from Core and Main is \$4,052,587.00.

Financial Impact

Funds are available in account 5008150-463350, pending the Board's approval of the 2023 budget.

Recommended Action/Motion

I move to approve authorizing the purchase of large and small Sensus water meters from Core & Main of Mokena, Illinois in an amount not to exceed the Board approved budgeted

amount of \$4,052,587.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Core & Main LP

RELATIVE TO THE VILLAGE'S PURCHASE OF Water Meter Replacement Program - Meter Purchase

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made November 7, 2022, by and between the Village of Orland Park (hereinafter referred to as "Village") and Core & Main LP (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Goods to be Purchased: The Vendor agrees to and shall provide all of the Goods identified:
 - on Vendor's Quote or Proposal Number 2436288 dated July 13, 2022 ("Quote"); or
 - on Village's Purchase Order No. _____ dated _____ ("Purchase Order");
 which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.

2. Not to Exceed Payment: The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount of not to exceed \$4,052,587.00 ("Contract Amount").

3. Compensation:
 - A. The Village agrees to pay the Vendor for the Goods in the following manner:
 - Payment of Invoice after Delivery: Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or
 - Progress Payments:
 - A. 50% of the base Contract Amount upon execution of this Agreement; and
 - B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
 - Prepayment of Village Order: The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or
 - B. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

1142846-02-1-5

- Scope of Order as set forth in the Vendor's Quote or Proposal Number 2436288 dated July 13, 2022 (Exhibit A)
- Village of Orland Park Purchase Order No. _____ (Exhibit A)

5. Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on:

The Vendor's Quote (Proposal), but not later than December 31, 2024.

The Village of Orland Park Purchase Order No. _____.

(hereinafter the "Delivery Date"), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.

6. Title and Risk of Loss: Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.

7. Control and Inspection of Goods: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village's designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the Goods in good condition to the Village.

8. Deficiencies: The Village may, if the Vendor does not correct deficiencies in the Goods with reasonable promptness after receiving a written notice from the Village, deduct the reasonable cost of the correction or cure from the amounts owed to the Vendor or require the Vendor to retrieve the Goods at its sole expense and deduct the full amount of the returned Goods from the Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.

9. Taxes: The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.

10. Termination: This Agreement may be terminated by the Village for cause or convenience upon written notice to Vendor and in the case of Goods manufactured or modified to the Village's specifications, only upon payment of the costs incurred, as approved by the Village, up to the date of termination.

1142846-02-2-5

11. Venue and Choice of Law: The Vendor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
12. Nonassignability: The Vendor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
13. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Ken Dado
 Village of Orland Park
 14700 South Ravinia Avenue
 Orland Park, Illinois 60462
 Telephone: 708-403-6107
 Email: kdado@orlandpark.org

To the Contractor:

Name: Chad Capps
 Core & Main LP
 P.O. Box 28330
 Saint Louis, MO, 63146
 Telephone: (630) 665-1800
 e-mail: Chad.Capps@coreandmain.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

14. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of two (2) years from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.
15. Commercial General Liability Insurance: Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of

1142846-02-3-5

Insurance and required additional insured endorsements evidencing such coverage.

Cyber Liability Coverage: for losses arising out of the Vendors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

16. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
17. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
18. Facsimile or PDF Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.
19. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
21. Intellectual Property: Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.
22. Freedom of Information Act Compliance: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested

1142846-02-4-5

public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

23. Compliance with Laws: Vendor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the goods to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Vendor shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Core & Main LP

VILLAGE OF ORLAND PARK

By: E-SIGNED by Tom Whalls
on 2022-11-29 16:14:04 GMT

By: E-SIGNED by George Koczwarra
on 2022-11-29 17:07:31 GMT

Name: Tom Whalls

Name: George Koczwarra

Its District Manager & Authorized Agent

Title: Village Manager

EXHIBIT A
[ATTACH]

Vendor's Quote or Proposal Number 2436288 dated July 13, 2022 or
Village's Purchase Order No. dated

1142846-02-5-5

EXHIBIT A

WATER METER PROCUREMENT PACKAGE

CORE & MAIN, SENSUS

October 4, 2022

Mayor and Board of Trustees
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

RECOMMENDATION TO AWARD

Subject: Village of Orland Park, Illinois – Water Meter Procurement

Dear Mayor and Board of Trustees:

The following sole source bid was received for the Project on September 1, 2022:

| <u>Bidders</u> | <u>Amount of Base Bid</u> |
|---------------------------|----------------------------------|
| Core & Main Mokena, IL | \$4,052,587.00 |

We have analyzed the bid and find Core & Main's proposal acceptable and to be a responsible and responsive Bidder. Sensus was previously selected as the preferred manufacturer of water meter products for the Village of Orland Park during a water meter analysis performed by Baxter & Woodman, Inc. Core & Main is the exclusive distributor of Sensus' Water Meter products in the area and therefore is the only vendor to provide a bid. Sensus has provided a letter stating that Core & Main is their only provider in this region, which is attached. The pricing shown in Core & Main's bid is reflective of today's pricing and is subject to increases due to supply chain disruptions and material availability at the time of shipment.

Based on our prior experience with this bidder, we believe that Core & Main, based out of Mokena, Illinois is a qualified vendor. We recommend award of the Contract to Core & Main in the amount of \$4,052,587.00. A copy of the Core & Main Proposal is attached for your reference.

Please advise me of your decision.



Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "Mike Kenny".

Mike Kenny, PE

Encl.

Core & Main Proposal

Sensus Sole Source Letter

Village of Orland Park Sole Source Form

P:\ORLPK\220462-Meter Replacement Pr\00-Misc\12-Bidding\01-Meter Procurement\Village Package\220462.40_LOR.docx



Bid Proposal for Orland Park Meter Replacement

CUSTOMER

VILLAGE OF ORLAND PARK

15655 RAVINIA
ORLAND PARK, IL 60462
Contact: Mark

Job

Orland Park Meter Replacement
Bid Date: 07/13/2022 11:30 am
Bid #: 2436288

CONTACT

Sales Representative

Nick Hamilton
(M) 630-450-3037
(T) 815-544-3458
(F) 815-544-3474
Nick.Hamilton@coreandmain.com

Core & Main

18900 S 82nd Ave
Mokena, IL 60448
(T) 815-469-1450

NOTES



Bid Proposal for Orland Park Meter Replacement

VILLAGE OF ORLAND PARK
Bid Date: 07/13/2022 11:30 am
Core & Main 2436288

Core & Main
 18900 S 82nd Ave
 Mokena, IL 60448
Phone: 815-469-1450
Fax: 815-469-1218

| Seq# | Qty | Description | Units | Price | Ext Price |
|--|-------|---|-------|------------------|---------------------|
| DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS. | | | | | |
| 10 | 13481 | 3/4S IPERL 1G 3-TERM SCREW SM 7.5"LL 7WHL SMART MODE I2S3GBXX | EA | 123.00 | 1,658,163.00 |
| 20 | 2805 | 1 IPERL 1G 3-TERM SCREW SM 10.75"LL 7WHL SMART MODE I4S3GBXX | EA | 202.00 | 566,610.00 |
| 40 | 317 | OMNI+ 1-1/2 C2 1G 13LL 8WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID C1X1XXBG1A0XXSD | EA | 1,062.00 | 336,654.00 |
| 50 | 286 | OMNI+ 2 C2 MEAS CHMB 1G 8WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID | EA | 1,325.00 | 378,950.00 |
| 60 | 60 | OMNI+ 3 C2 1G 17LL 8WHL SM 20'TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID C3X3XXBG1A0XXSD | EA | 1,680.00 | 100,800.00 |
| 70 | 9 | OMNI+ 4 C2 10G RCLM 20LL 8WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID W/ TEST PORT ADPT | EA | 2,920.00 | 26,280.00 |
| 90 | 2291 | ALLY 3/4S 3TS 1G SM 7WHL MFG S/N F/MTR ID & CVR V2VPX3XSGBD | EA | 430.00 | 985,130.00 |
| | | | | Sub Total | 4,052,587.00 |
| | | | | Tax | 0.00 |
| | | | | Total | 4,052,587.00 |

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



January 28, 2022

To Village of Orland Park:

Sensus USA, Inc is pleased to announce that **Core & Main-Illinois** is the exclusive Authorized Distributor of Sensus products and a Value Added Reseller (VAR) for Sensus Services such as SaaS in your area in the state of Illinois for 2022.

Please contact your Core & Main representative for all your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted. Core & Main has been a valued partner with the Village of Orland Park since 1995.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xyleminc.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo".

James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Public Works

Date _____

Division (if applicable) _____

Description of Good/Service Water Meters

Manufacturer or Supplier Sensus/Core & Main

Dollar Amount 4,052,587.00

Have Adequate Funds Been Budgeted For This Purchase? Yes No

Account number(s) _____

Section 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
- Compatibility The commodity or service must match existing brand of equipment for compatibility.
- Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
- Operation The commodity or service is needed to maintain operational continuity.
- Unique Design The commodity or service must meet physical design or quality requirements.
- Delivery Date Only one supplier can meet necessary delivery requirements.
- Emergency URGENT NEED for the item or service does not permit soliciting competitive bids.
- Other _____

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source request

The Village currently utilizes Sensus water meters and their advanced metering infrastructure. Continuing to use Sensus meters would keep the entire system compatible. Sensus is also the least expensive compared to other manufacturers.

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.

Section 2 - Purchasing Authorization - (Section 1 of this form must be completed)

Purchase through Cooperative Purchasing (attach contract documentation)

- | | |
|--|---|
| <input type="checkbox"/> State of Illinois Joint Purchase Program | <input type="checkbox"/> Omnia Partners - Public Sector |
| <input type="checkbox"/> NWMC/Suburban Purchasing Cooperative | <input type="checkbox"/> National Intergovernmental Purchasing Alliance |
| <input type="checkbox"/> The GSA Schedules | <input type="checkbox"/> The National Cooperative Purchasing Alliance |
| <input type="checkbox"/> Sourcewell | <input type="checkbox"/> HGACBuy |
| <input type="checkbox"/> Nat'l Association of State Procurement Officials (NASPO) ValuePoint | <input type="checkbox"/> Municipal Partnering Initiative (MPI) |
| <input type="checkbox"/> Choice Partners Cooperative | <input type="checkbox"/> Midwestern Higher Education Compact |
| <input type="checkbox"/> The Interlocal Purchasing System (TIPS) | <input type="checkbox"/> National Purchasing Partners (NPPGov) |
| <input type="checkbox"/> Purchasing Cooperative of America | <input type="checkbox"/> 1 Government Procurement Alliance (1GPA) |
| <input type="checkbox"/> Good Buy Purchasing | <input type="checkbox"/> National BuyBoard (BuyBoard) |

Other: _____

Approvals

Name

Signature & Date

Staff Contact

Department Head

This form is to be attached to the purchase requisition.



ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability

\$500,000 – Each Accident \$500,000 – Each Employee

\$500,000 – Policy Limit

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence

Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence

Bodily Injury & Property Damage

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsements: (not applicable for Goods Only)

ISO CG 20 10 or CG 20 26

and

CG 20 01 Primary & Non-Contributory

Blanket Waiver of Subrogation in favor of the Village of Orland Park

CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

LIABILITY UMBRELLA (Follow Farm Policy)

\$1,000,000 – Each Occurrence \$1,000,000 – Aggregate

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

Other: \$5,000,000 – Each Occurrence \$5,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date

\$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date

Other: _____
Deductible not-to-exceed \$50,000 without prior written approval

BUILDERS RISK

Completed Property Full Replacement Cost Limits – Structures under construction

ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site

CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required

9/9/22

Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 22 DAY OF November, 2022



Signature

Nick Hamilton Br. Manager
Printed Name & Title

Authorized to execute agreements for:

Core + Main
Name of Company

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Nick Hamilton
(Enter Name of Person Making Certification)

as Branch Manager
(Enter Title of Person Making Certification)

and on behalf of Core & Main LP, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D.#: 03-0550887
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation _____ *(State of Incorporation)* _____ *(Date of Incorporation)*

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned [] Small Business [] (SBA standards)
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable [X]
- Disabled-Owned []

How are you certifying? Certificates Attached [] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned [] Small Business [] (SBA standards)
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable [X]
- Disabled-Owned []

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes [] No []

The Proposer is eligible to enter into public contracts, and 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 the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY:** Yes [] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes [] No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, 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 Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) TAX CERTIFICATION: Yes [x] No []

Contractor is current 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.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:


Signature of Authorized Officer

Nick Hamilton
Name of Authorized Officer- Person

Br. Manager
Title

11/22/22
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--|
| PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Willis Submission Carrier INSURER C: ACE Property & Casualty Insurance Company INSURER D: INSURER E: INSURER F: | NAIC # 22667 GENRC 20699 |


COVERAGES **CERTIFICATE NUMBER:** W25697996 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|---|-----------|-----|-------------------|-------------------------|-------------------------|---|--------------|--|
| | | INSD | WVD | | | | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | Y | XSL G72953447 | 08/01/2022 | 08/01/2023 | EACH OCCURRENCE | \$ 500,000 | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 | |
| | <input checked="" type="checkbox"/> SIR Each Occurrence: \$500,000 | | | | | | MED EXP (Any one person) | \$ 15,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | \$ 500,000 | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE | \$ 1,500,000 | |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | \$ 1,500,000 | |
| | | | | | | | | \$ | |
| B | AUTOMOBILE LIABILITY | Y | | SEE ATTACHED | 08/01/2022 | 08/01/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 | |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ | |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | \$ | |
| | <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | | | \$ | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | Y | | XEU G72535613 002 | 08/01/2022 | 08/01/2023 | EACH OCCURRENCE | \$ 5,000,000 | |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE | \$ 5,000,000 | |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | | \$ | |
| | DED RETENTION \$ | | | | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | Y | SEE ATTACHED | 08/01/2022 | 08/01/2023 | <input checked="" type="checkbox"/> PER STATUTE | OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | | | |
| | E.L. EACH ACCIDENT | | | | | | \$ 1,000,000 | | |
| | E.L. DISEASE - EA EMPLOYEE | | | | | | \$ 1,000,000 | | |
| | DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 | |
| B | Additional Lines of Coverage | | | SEE ATTACHED | 08/01/2022 | 08/01/2023 | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability where required by written contract.
Certificate Holder is included as an Additional Insured as respects to Umbrella/Excess Liability.

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured where required by written contract.

| | |
|--|---|
| CERTIFICATE HOLDER Village of Orland Park 14700 S. Ravinia Ave Orland Park, IL 60462 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | | |
|--|-------------------------|---|--|
| AGENCY Willis Towers Watson Northeast, Inc. | | NAMED INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146 | |
| POLICY NUMBER See Page 1 | | EFFECTIVE DATE: See Page 1 | |
| CARRIER See Page 1 | NAIC CODE See Page 1 | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella/Excess Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability and Workers Compensation as permitted by law, where required by written contract.