



Agenda Item Executive Summary

Item Name Backflow Testing Services Contract Award Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
<p>Through a mandate enforced by the Illinois Environmental Protection Agency (IEPA), all potential water connections that may cause water to go back into the public water system must have a cross-connection control, or backflow, device. These devices prevent pressure in the water line from going back into the public system. These devices are mandated to be tested annually. These devices are typically in fire suppression systems, larger water users, irrigation systems and pool pumps. Currently, the device owner must find a certified inspector that can test their device, and then submit the form to Aqua Backflow, the company that keeps track of all the testing for the Village.</p> <p>On March 11, 2021, the Village sent out a request for proposals regarding the testing of all the backflow devices within Bartlett. The contractors were requested to provide a unit cost for testing of each unit within Bartlett. The contractor will be paid directly from the device owner, saving the owner money and ensuring compliance with the IEPA. The device owner doesn't have to utilize the Village contractor if they choose not to. The contract is for five (5) one-year renewable terms. Seven (7) packets were downloaded, and on March 25th, two (2) packets were returned that were deemed responsive. The two bids ranged from \$101,065 - \$101,915 per year, or \$59.45 - \$59.95 per device with Advantage Plumbing & Drain, Inc. being the lowest responsive bidder. The Village will work with Advantage Plumbing and Aqua Backflow to ensure compliance with the IEPA's program. A bid tab is attached for your review.</p> <p>RECOMMENDATION Staff recommends awarding Advantage Plumbing & Drain, Inc. the contract for Backflow Testing Services.</p> <p>ATTACHMENTS (PLEASE LIST)</p> Memo Bid Tab Resolution Contract			
ACTION REQUESTED			

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: **MOVE TO APPROVE RESOLUTION # 2021-____-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE BACKFLOW TESTING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ADVANTAGE PLUMBING & DRAIN, INC.**

Staff: Dan Dinges, Director of Public Works

Date: 3/29/2021

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Backflow Testing Services Contract Award**
Date: March 29, 2021

BACKGROUND

Through a mandate enforced by the Illinois Environmental Protection Agency (IEPA), all potential water connections that may cause water to go back into the public water system must have a cross-connection control, or backflow, device. These devices prevent pressure in the water line from going back into the public system. These devices are mandated to be tested annually. These devices are typically in fire suppression systems, larger water users, irrigation systems and pool pumps. Currently, the device owner must find a certified inspector that can test their device, and then submit the form to Aqua Backflow, the company that keeps track of all the testing for the Village.

DISCUSSION

On March 11, 2021, the Village sent out a request for proposals regarding the testing of all the backflow devices within Bartlett. The contractors were requested to provide a unit cost for testing of each unit within Bartlett. The contractor will be paid directly from the device owner, saving the owner money and ensuring compliance with the IEPA. The device owner does not have to utilize the Village contractor if they so choose. The contract is for five (5) one-year renewable terms. Seven (7) packets were downloaded, and on March 25th, two (2) packets were returned that were deemed responsive. The two bids ranged from \$101,065 - \$101,915 per year, or \$59.45 - \$59.95 per device with Advantage Plumbing & Drain, Inc. being the lowest responsive bidder. The Village will work with Advantage Plumbing and Aqua Backflow to ensure compliance with the IEPA's program. A bid tab is attached for your review.

RECOMMENDATION

Staff recommends awarding Advantage Plumbing & Drain, Inc. the contract for Backflow Testing Services.

MOTION

MOVE TO APPROVE RESOLUTION # 2021-____-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE BACKFLOW TESTING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ADVANTAGE PLUMBING & DRAIN, INC.



VILLAGE OF BARTLETT

Bartlett Backflow Testing Services

BID TABULATION

March 25, 2021

Item No.	Items	Units	Advantage Plumbing & Drain, Inc. 992 St. Charles St. Elgin, IL 60120		American Backflow & Fire Prevention, Inc. 111 Kerry Ln Wauconda, IL 60084	
			Unit Price	Total	Unit Price	Total
1	Individual Test	1,700	\$59.45	\$101,065.00	\$59.95	\$101,915.00
2	5-Year Contract Service		\$518,075.00		\$552,075.00	

RESOLUTION 2021 - ___ - R

A RESOLUTION APPROVING THE CONTRACT FOR BACKFLOW TESTING SERVICES BETWEEN THE VILLAGE OF BARTLETT AND ADVANTAGE PLUMBING & DRAIN, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The agreement between the Village of Bartlett and Advantage Plumbing & Drain, Inc. dated April 6, 2021 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Amendment to the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED April 6, 2021

APPROVED April 6, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - ___-R, enacted on April 6, 2021, and approved on April 6, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

CONTRACT FOR INSPECTION SERVICES

IN CONSIDERATION of permission and authority of the Village of Bartlett (the "Village") to undertake the inspection duties for the Village, Advantage Plumbing & Drain, Inc. ("Inspector"), 992 Saint Charles St. Elgin, IL 60120, an Illinois corporation, will perform cross-connection control device inspections ((CCCDI) as necessary on an annual basis and from time to time required, for existing and new CCCDs in the Village of Bartlett (collectively, "Backflow Testing Devices") assigned by the Village (the "Inspection Services") upon the following terms and conditions.

1. Inspections will be performed by the Inspector at the addresses assigned by the Public Works Department of the Village of Bartlett in accordance with the Bartlett Municipal Code, and other pertinent statutes, codes, rules and regulations issued by any governmental authority regarding construction, operation, maintenance, control, safety and/or inspection of said devices, including, but not limited to Sections 9-10-1 through 9-10-16, inclusive, of the Bartlett Municipal Code; the applicable provisions of the International Building Code ("IBC") incorporated by reference in the Bartlett Building Code, the Illinois Plumbing Code and the Environmental Protection Agency's Title 35 (hereinafter collectively referred to as the "Laws"), and (i) the General Conditions and Instructions that were made a part of the Village of Bartlett Request for Proposals for the Performance of Backflow Testing Services dated March 25, 2021 (the "Backflow RFP"), which is attached hereto as Exhibit A; (ii) the Tax Compliance Affidavit attached hereto as Exhibit C; (iii) the Certification Regarding Bid Rigging attached hereto as Exhibit D; (iv) the certification regarding adoption of a sexual harassment policy attached hereto as Exhibit E; (v) the Schedule of Fees attached hereto as Exhibit F; and (vi) any Addenda issued prior to receipt of proposals (collectively, the "Contract Documents").

2. The Inspector shall be solely responsible to directly bill the property owner or property manager and/or developer for all services performed hereunder in strict accordance with the Contract Documents reasonable fees in accordance with the Schedule of Fees attached hereto as Exhibit F and expressly made a part of this Contract, it being acknowledged and agreed that said schedule applies to each mechanical device inspection and plan review services.

3. Inspector shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and services provided to the Village by Inspector, its agents, representatives, employees or subcontractors, and directly billed by the Inspector to the applicable property owner, property manager or developer. The cost of such insurance shall be borne solely by Inspector.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 1185) or Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability or the most recent revision.

Please note Endorsement CG 21 34 11 88, CG 21 39 11 88 or other such endorsement or policy provision which limits contractual liability shall be deleted in its entirety.

2. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.

3. Workers' Compensation insurance as required by statute and Employers Liability insurance.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL) Insurance Services Office form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, bodily injury, personal injury, advertising injury and property damage, with limits of no less than \$1,000,000 per occurrence. If general aggregate limit applies, either the general aggregate limit shall apply separately to this undertaking using the endorsement IS CG 25 03 or 25 04 or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no autos, Code 8 (hired) and Code 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability with limit no less than \$1,000,000 per accident for bodily injury and disease.

4. Profession Liability (Errors and Omissions) Insurance appropriate to the Inspector's profession, with limit no less than \$1,000,000 per occurrence or claim, with \$2,000,000 aggregate.

C. If the Inspector maintains broader coverage and/or higher limits than the minimum shown above, the Village requires and shall be entitled to the broader coverage and/or higher limits in excess of the specified minimum limits of insurance and coverage shall be available to the Village.

D. Other Insurance Provisions.

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

1. *Additional Insured Status*

The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Inspector including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Inspector's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract for Inspection Services, the **Inspector's insurance coverage shall be primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Inspector's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that **coverage shall not be cancelled, except with notice to the Village.**

4. *Waiver of Subrogation*

Inspector hereby grants to Village a waiver of any right to subrogation which any insurer of said Inspector may acquire against the Village by virtue of the payment of any loss under such insurance. Inspector agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

5. *Self-Insured Retentions*

Self-Insured retentions must be declared to and approved by the Village. The Village may require the Inspector to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Village.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
- c. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Inspector must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

8. Verification of Coverage

Inspector shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Inspector's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

9. Subcontractors

Inspector shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Inspector shall ensure that the Village is an additional insured on insurance required from subcontractors.

10. Special Risks or Circumstances

Village reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4. Inspector shall protect, indemnify, hold and save harmless and defend the Village, its officers, officials, employees, volunteers and agents against any and all claims, costs, causes, actions and expenses, including but not limited to, attorney's fees incurred by reason of any and all lawsuits, claims for compensation, demands, liabilities and payments *ex contractu*, *ex delicto*, penal or otherwise arising in favor of any person, Village or corporation, including the employees, officers, independent contractors, subcontractors, or representatives of Inspector, or other persons, firms or corporations directly or indirectly employed by Inspector or working in connection with it under the obligations of this Contract on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance of Inspector's obligations under this Contract, whether such loss, damage, injury or liability is contributed to any Backflow Devices, premises themselves or any equipment thereon, whether latent or patent, or from other causes whatsoever, except to the extent any such liability for damages is attributable to the negligence of the Village. Notwithstanding the foregoing, however, it is agreed that Inspector does not assume possession, control or ownership rights of any part of the equipment inspected but such remains that of the owner thereof. Inspector represents that it only will make such examination of the equipment as that necessary to determine the safety and operation of the work described hereinbefore for compliance of the

Laws, and all applicable regulations; and upon timely notification to the Village of violations or safety and mechanical violations, thereby further assumes no responsibility or liability for any part of the equipment insofar as its continued mechanical functioning or use thereafter is concerned in the event the Village fails to take appropriate steps to stop the further operation and use of such equipment until it is repaired, replaced, altered or the other work indicated and recommended by Inspector has been performed.

5. After each inspection and re-inspection of any Backflow Device and at the conclusion of any Inspection Services rendered by Inspector, a written report from the Inspector shall be submitted to the Public Works Director of the Village, or designee, within ten (10) days of performing such inspection, re-inspection or service, except as to any Backflow Device or equipment which has failed the inspection, and/or where a discovered defect, code violation or condition renders a Backflow Device a threat to public safety, in which event verbal notification shall be given to the Public Works Director, or designee, immediately and a written report shall be submitted to the Public Works Department electronically before the close of business on the date of the inspection, re-inspection or service. Said report shall fully set forth the results of its inspection upon the inspection sheet, and the responsibility for taking necessary action for enforcing the repair, replacement, alteration or any other work indicated and recommended as necessary under said inspection report shall be the sole responsibility of the Village. A dated receipt for such report shall be given to Inspector upon its submission to the Director.

6. It is understood and agreed that completion of Inspection Services by Inspector hereunder, and timely submission of its written inspection report to the Village and the Illinois Environmental Protection Agency (IEPA) will constitute complete and full performance by Inspector under the terms of this Agreement, and it shall have no responsibility or obligation thereafter for the performance or doing of any necessary repairs, alterations, installations or other work indicated as necessary by such inspection report. Moreover, no individual licensed as both a plumber and cross-connection control device inspector (regular or limited) who owns an interest in and/or is employed by Inspector, or any company affiliated with Inspector, including, but not limited to, _____ [insert name of affiliated company, if any], or by a subcontractor hired by Inspector or _____ to perform any of the work that is the subject of this Contract may inspect his/her own work, or any work performed by Inspector or subcontractor that has performed any such work in Bartlett.

7. This Contract may be cancelled upon thirty (30) days written notice by either party, except that nothing contained herein shall cancel or terminate Inspector's obligations to maintain insurance pursuant to paragraph 3 of this Agreement to cover any and all losses that may have occurred during the contract term, or Inspector's indemnification obligations as set forth in paragraph 4 of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties set their hands and seals at Bartlett, Illinois, this 6th day of April, 2021.

VILLAGE OF BARTLETT

Advantage Plumbing & Drain, Inc.

By: _____
Kevin Wallace, Village President

By: _____
Title: _____

Attest:

Attest:

Lorna Giles, Village Clerk

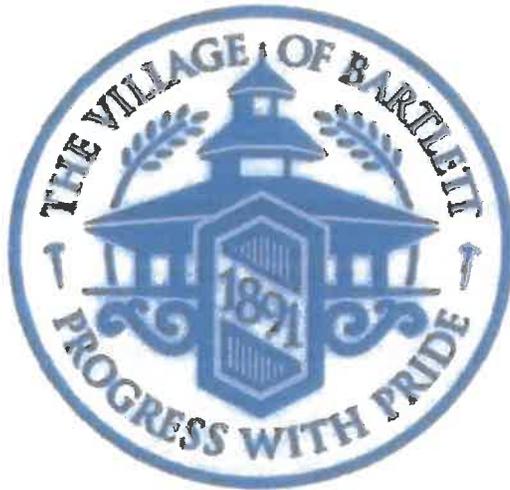
Title: _____



REQUEST FOR PROPOSALS

VILLAGE OF BARTLETT

VILLAGE-WIDE BACKFLOW TESTING SERVICES



PLEASE RETURN ALL RELEVANT DOCUMENTS BY:
THURSDAY, MARCH 25, 2021 @ 10 AM

Name Brian McKenna
Contractor Advantage Plumbing & Drain Inc
Address 992 Saint Charles St. Elgin 60120



VILLAGE OF BARTLETT
BACKFLOW TESTING RFP
ADDENDUM No. 1
RETURN WITH BID

Issued: 3/19/2021

Item 1:

Is the Awarded Contractor guaranteed all 1,700 backflow devices in the Village of Bartlett to certify?

As stated in the specifications, the backflow device owners may elect to utilize any contractor of their choosing.

Item 2:

If we provide service to customer and do not receive payment, are we contractually obligated to do future work for them?

The Contractor is in no way obligated to perform future work for any device owner due to previous nonpayment.

Item 3:

Is the Contractor able to complete all testing in a few months or do we have to spread out through the year?

The Contractor may elect to schedule the devices to be inspected with the customers at any time throughout the year as preferred by the Contractor. It is no issue to the Village whether that is completed in a couple months or spread throughout the year, it is all up to the Contractor.

Item 4:

The Village is currently utilizing Aqua Backflow Tracking Service for certification that is submitted, is that staying in place?

The Village will still utilize Aqua Backflow, in the attached updated schedule of prices, please be sure to include that fee in your pricing.

Item 5:

If property owner chooses to use another contractor in the event of a repair from a failed inspection, would winning bidder have to recertify after repair is complete and submit certification?

The Awarded Contractor would only have to recertify a repair if hired to do so by the property owner. It will not be required if not selected by device owner.

Item 6:

The bid documents state the contractor invoices the owner, will the Contractor invoice the homeowners directly?

Yes, the Awarded Contractor will invoice the device owners directly

Item 7:

REVISED SCHEDULE OF PRICES
VILLAGE OF BARTLETT BACKFLOW TESTING SERVICES RFP

Company Name: Advantage Plumbing & Drain Inc

Address: 992 Saint Charles St

City, State, Zip: Elgin, IL 60120

BACKFLOW TESTING SERVICES RFP FIVE-YEAR PRICING					
Item No.	Description	Unit	Quantity (Estimated)	Unit Cost	Total
1	Price per Backflow Inspection Year 1	EA	1,700	59.45	101,065.00
2	Price per Backflow Inspection Year 2	EA	1,700	59.45	101,065.00
3	Price per Backflow Inspection Year 3	EA	1,700	61.95	105,315.00
4	Price per Backflow Inspection Year 4	EA	1,700	61.95	105,315.00
5	Price per Backflow Inspection Year 5	EA	1,700	61.95	105,315.00
6	Price per Inspection (if Necessary) Not to be included in the requested 5-year total below, simply supply unit cost	EA	Unknown		
				5-YEAR TOTAL	518,075.00

Five Hundred eighteen thousand and seventy-five Dollars and 00 ~~00~~ zero Cents

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by **SEALED BID ONLY**. Fax and e-mail bids are not acceptable and will not be considered.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the Bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Advantage Plumbing & Drain, Inc
 Printed Name: B Date: 3/25/21
 Title: President Telephone Number: 
 Email: 

RETURN UPDATED SCHEDULE WITH BID

What are the expected working hours? Is the Awarded Contractor expected to make appointments on weekends and evenings?

The Awarded Contractor controls its own hours of operation and working hours. What time appointments are set up are strictly between the Awarded Contractor and the device owner.

Item 8:

What is the GIS System the Village Uses?

The Village utilizes ESRI Arc GIS. The Awarded Contractor will meet with staff after contract award for a tutorial of the system. The Village believes this system will be the cleanest/quickest way to handle the management of the certification tests and any new backflow devices installed or any noncompliance of device owners amongst all parties involved.

Item 9:

How does the Contractor file the backflow certification report with the Village?

The Village currently has a contract with Aqua Backflow Services. Please utilize this service for submittal and as stated above, please incorporate that fee into your pricing. The Village is not liable for any pricing that is completed without the submittal fee factored in.

Provide a signed copy of the addendum with the bid proposal on the day of the bid opening.

Contractor: Advantage Plumbing & Drain Inc.
Contact Person _____
(Print):  _____
Date: _____
Signature:  _____



BID PROPOSAL
VILLAGE OF BARTLETT

RETURN WITH BID

PROJECT: Backflow Testing Services
NAME OF BIDDER: Advantage Plumbing & Drain, Inc
BUSINESS ADDRESS: 992 Saint Charles St, Elgin, IL 60120
PHONE NUMBER: [REDACTED]
EMAIL: [REDACTED]

TO: Dan Dinges, Director of Public Works
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the Village of Bartlett in the amount of ten percent (10%) of the bid amount. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

The undersigned, as Bidder, declares that the only person or parties interested in this Bid, as principals, are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the proposed forms, and the Contract Specifications for the above signed work, all of which are on file in the Village of Bartlett's Public Works Department and all other documents referred to or mentioned in the Contract Documents and Specifications.

The undersigned Bidder agrees that if this Bid is accepted, the Bidder will contract with the Owner, in the form of the copy of the Contract prepared by the Village of Bartlett, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Owner as set forth therein. The undersigned Bidder further agrees that if this bid is accepted, to furnish the Contractor's bonds and insurance specified in the General Conditions, and to do all other things required of If the Contractor by the Contract Documents, and that he will take, in full payment therefore, the sum set forth in the following Bidding Schedule.



BID SCHEDULE

VILLAGE-WIDE BACKFLOW TESTING SERVICES

RETURN WITH BID

The Bidder shall include in the following schedule, all labor, materials, removal, freight, cartage, overhead, profit, insurance, etc. to provide the complete service in accordance with the Contract Documents.

The bidder must provide a price per backflow device test, price per reinspection (if necessary), extended pricing including approximately 1,700 backflow devices annually and extended pricing for the total five-year program providing Backflow Testing Services to every backflow device in the Village. Bidder will be awarded not solely based on least cost, but rather to the contractor whose proposal best meets the requirements of these bid documents.

It is understood that the contractor will be required to perform and complete the proposed work in a thorough and professional manner. The renewable contract for Backflow Testing Services shall have a term of one (1) year from the effective date, provided, however, at the end of the first-year term, and again at the end of the second-year term, the third-term, fourth-term and the fifth-term, the contract shall automatically extend for another one-year term unless either part notifies the other in writing of its decision not to extend the contract no later than sixty (60) days prior to the contract is due to automatically terminate.

Repair and replacement of any defective backflow device shall not be included in this bid schedule, as that shall be a separate service contracted between the owner of the backflow device and the contractor of their choosing.

BACKFLOW TESTING SERVICES FIVE-YEAR PROGRAM

VILLAGE OF BARTLETT						
	A	B	C	D	E	F
Item	Price per Backflow Device	Price per Reinspection (if necessary)	Number of Devices	Total Annual Price (AxC)	Contract Term	Extended Total Price (DxE)
Backflow Testing	\$ 53.45	\$ 29.00	1,700	101,065.00	5	\$505,325.00

ANNUAL TOTAL: \$ Five Hundred Five thousand three hundred twenty five Dollars and zero Cents
(Printed Total)

*Note: These are estimated quantities, the actual number of backflow devices may vary slightly from this number based on removals each year/prior years.



BID CONDITIONS
RETURN APPLICABLE PAGE(s) WITH BID

It is expressly understood and agreed that the foregoing TOTAL Bid amount is the basis for establishing the amount of the bid security on this bid for the Backflow Testing Services. The undersigned has carefully checked the above Bidding Schedule against the Specifications and other Contract Documents before preparing this bid and accepts the said quantities to be substantially correct, both as to classification and amount, and in accordance with the Specifications and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to Contract as aforesaid and to give the Performance Security required by the General Conditions of the Contract or by law, and to provide all insurance as required by the Contract Documents within five (5) calendar days after the date of the award of the Contract, and thereupon the proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner as liquidated damages.

The undersigned agrees to complete all work, as defined in the Contract Completion Section of the Special Provisions. If the Contractor shall fail to complete the work within the contract time, or within any extension of time granted by the Village, then the Contractor shall pay the Owner five hundred dollars (\$500.00) for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

An additional schedule of prices for removals/installation of new devices shall be provided by the contractor at the kick-off meeting.



PROPOSAL SIGNATURE

1. **CORPORATION:**

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the legal name of

Corporate Name: Advantage Plumbing & Drain, Inc

Business Address: 992 Saint Charles St

Elgin, IL 60120

Telephone Number: 

and the full name of its officers are as follows:

President: Brian McKenna

Secretary: Josh Mullins

Treasurer: Brian McKenna

Manager: Jennifer Wenecki

The Signatur is authorized to sign construction proposals and Contracts for the company by action of its Board or Directors taken, a certified copy, which is available upon request.

Signed By  _____
Title: _____

Date: 3/25/21

Attest:  _____
Secretary



DETAILED SPECIAL PROVISIONS

SCOPE OF WORK

The Village of Bartlett ("Owner", or "Village") is seeking a Contractor to perform all the backflow testing compliance within the Village, for both residential and commercial backflow devices.

As previously stated within the bid package, the IEPA requires the Village to oversee a Cross-Connection Control Device (CCCD) inspection program. The program's purpose is to protect the public water supply system from contamination or pollution by isolating contaminants or pollutants from the customer's water system.

To comply with the regulations of the IEPA, all backflow systems within the Village (approximately 1,700 devices) must be tested annually by an Illinois State licensed plumber who is also a Certified Cross-Connection Control Device Inspector (CCCCDI). The inspection of each device includes physical testing to assure satisfactory operation. The Contractor shall be required to coordinate scheduling, conducting test, billing device owner and report submittal to the IEPA for each test conducted. This work includes GIS locations and the use of equipment capable of being implemented into the Village's own GIS system. The Village shall provide a link and license and will review with the awarded contractor how to implement into the system.

All tests must be completed by December 31st, 2021. Exact scheduling and times shall be determined by the Contractor upon agreement with the Village and the water customer.

By Village ordinance, it is the responsibility and financial obligation of the water customer to prevent backflow into the public water supply system. All repairs/routine maintenance work that the device owner approves, is direct billed by the Contractor to the device owner, if the device owner elects to utilize the Village's Contractor, but a device owner may utilize a qualified contractor of their choosing.

This Contract is to be awarded to the Contractor whose proposal conforms with all materials terms and conditions of this Request for Proposals (RFP), which is lowest in price and most advantageous to the Village considering price, compatibility, approach, technical capability and the Contractor's ability to fulfill the Contract within the specified timeframe.

LOCATION

All locations for backflow devices are within the Village of Bartlett. This shall include all devices including: public, residential, commercial and industrial. Some locations may have more than one (1) backflow device. A more comprehensive list shall be provided at the kickoff meeting.



QUALIFICATIONS

The Contractor must have prior municipal experience in Backflow Testing Services and report submittal and must have worked for at least three (3) municipalities within the last five (5) years. These municipalities should be included as references on the attached sheet. Each person employed to conduct backflow testing services and repairs shall have the necessary qualifications for completing the service. A list of certifications and relevant licenses and other documentation must be submitted by the Contractor and by the Contractor's on-site representative as CCCCDIs.

The low bidder shall be required to submit evidence of experience and required certifications prior to Contract approval. If the low bidder does not meet the required qualifications, the bid shall be rejected and the next lowest and responsive bidder shall be selected.

The Contractor must be able to perform the service without delay from other projects and commitments, and be able to expand the field staff within a two-week period if needed and desired by the Village.

REFERENCES

The Contractor shall be required to submit references of work performed within the past five (5) years, including three (3) municipal references. This information must be submitted with the proposal.

BACKFLOW DEVICE USES IN VILLAGE

Backflow prevention devices are typically utilized for the following items: 1) Lawn Irrigation systems; 2) Pool/Hot Tub Pumps and Filtration Systems; 3) Fire Protection; 4) Fire Detector Bypass; 5) Larger Domestic; 6) Boiler Heating Systems; 7) Miscellaneous Equipment Utilizing Constant Water; and 8) Other Water Feeds. A list of each quantity by type is included in the attachments.

CCCD INSPECTION SCHEDULING

The Contractor shall be required to schedule and coordinate with the water customers all necessary inspections. The Contractor may elect to schedule them based off practicality in the year or convenience.

Irrigation Systems and Pools, must be tested by June 30th each year, all other systems must be tested by December 31st. **Note: This date requirement shall not be required for the initial year due to timing of the bid**

The Contractor will be responsible for notifying the Village on the proposed schedule for each month, including locations, number of devices and types of devices tested.

TESTING/INSPECTION

The Contractor upon scheduling an inspection and CCCD test shall perform the approved test, as mandated in the EPA's requirements. The initial inspection shall ensure the



device is an EPA-approved device and installed correctly, any deficient devices shall be marked as **FAILED** and will require notice to the Device Owner and the Village for reinspection scheduling and replacement of the device.

Each device shall be tested annually to ensure no contaminants are able to get back into the public water supply with records submitted to the Village and the IEPA.

Each device shall have a tag attached listing the date of most recent test, name of CCCDI and type and date of repairs. Contractor shall also maintain a maintenance log that shall include the following:

- a) Date of each test;
- b) Name and approval number of person performing the test
- c) Test results;
- d) Repairs or servicing required;
- e) Repairs and date completed; and
- f) Servicing performed and date completed

Contractor maintenance log shall be made available to the Village upon request.

REPORTS TO IEPA/VILLAGE

After each inspection and re-inspection of any Backflow Device, and at the conclusion of any other Inspection Services performed by the Inspector, a written report from the Inspector shall be submitted electronically to the Public Works Director, or his designee, of the Village within ten (10) days of performing any such inspection, re-inspection or service, except in the case of any Backflow Device, or equipment which has failed the inspection, and/or where a discovered defect, code violation or condition which renders a Backflow Device a threat to public safety, in which event verbal notification shall be given to the Director immediately and a written report shall be submitted to the Public Works Department before the close of business on the date of the inspection, re-inspection or service. Said report shall fully set forth the results of its inspection upon the inspection sheet delivered electronically to the Village Public Works Department, and the Village shall be responsible for taking necessary action for enforcing its ordinances to cause the violation to be corrected and to be in full compliance including any necessary repair, replacement, alteration or any other work indicated and recommended as necessary under said inspection. The obligation to correct any and all code violations and perform any necessary repair, replacement or modification work shall be the obligation of the property owner and/or the property manager and not the Inspector or the Village. Inspector shall be required to submit all required reports to the IEPA as well.

REINSPECTIONS

If a reinspection is required, the Contractor shall notify the Device Owner, along with the Village. The Contractor shall coordinate a new time for the inspection/test with the Device Owner and inform the Village once that new date and time is set with the monthly schedule provided. Any reinspection shall be notated as such in the schedule.

REPAIRS/REPLACEMENTS



If a Backflow Device is found to be faulty and in need of repair or replacement. The Contractor may solicit services to the Device Owner. The Device Owner is not obligated to select the Village's Contractor for the repair and/or replacement of any of their owned devices. Only CCDs which are approved by the EPA's Manual may be installed.

If the Contractor is selected to perform the repair and/or replacement, the Contractor shall notify the Village that a repair or replacement has been done at that address and submit the information to the IEPA as required. Any payment agreement is between the Contractor and Device Owner.

If the Device Owner elects to utilize its own chosen contractor for the service, the Village's Contractor shall provide notice to the Village for record keeping and ensure a permit for installation and reinspection is scheduled.

STANDARDS

All material and workmanship shall be in accordance with current professional practices and standards. All inspections and testing shall be done in a safe and efficient manner. The following specifications and manuals supplement the Contract Documents and are hereby incorporated by reference.

1. Illinois Plumbing Code, adopted May 1, 2019
2. Village of Bartlett Building Code, last updated May 1, 2019
3. Illinois Cross Connection Control Program
4. Environmental Protection Agency, Title 35, Subtitle F, Chapter II, Part 653, Subpart H, Section 653.802: Cross Connection Control Program

The above standards shall apply to the work covered by this Contract as if fully written herein, except those items which by their nature have no application. In case of conflict with any part of parts of the above listed specifications, the specification contained herewith shall take precedence and shall govern.

TIMEFRAME

Per the specifications, all tests/retests and inspections shall be completed and reports sent into the IEPA no later than December 31st of the Contract Year.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall take all necessary precautions for the protection of all public and private real and personal property. The Contractor is responsible for the damage to or destruction of real or personal property regardless of cause, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition at least equal to the condition existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be



directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so within 48 hours after notice from the Village, then the Village may repair, rebuild or otherwise restore such property as may be deemed necessary by the Village using Village forces or forces hired by the Village. In addition to any other remedy provided in the Contract Documents, the Village may deduct the full costs of every repair, rebuilding, and restoration, including reasonable administrative costs and attorney's fees, from any compensation due, or which may become due, to the Contractor.

PERIODIC INSPECTION

Prior to the commencement of the tests/inspections, the Contractor shall provide the Village with emergency contact telephone numbers. The Contractor shall notify the Village representative on the Monday of each work week, giving the locations and approximate start of each test/inspection. The Village Representative shall periodically contact the Contractor and inspect the work and shall be available for problems that may arise. The Contractor cannot begin work earlier than 7AM on any given work day.

SAFETY

The Contractor guarantees to maintain a clean and safe work environment. All equipment to be used and all work to be performed must be in full compliance with ANSI Safety Standards.

PARKING AND STORAGE

No off-street parking or storage of equipment shall be provided by the Village of Bartlett on any of the Village's public properties, except as designated by the Director of Public Works.



DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

1. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
2. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
3. has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
4. has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
5. has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
6. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
7. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
8. has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
9. has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)



ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Brian McKenna, being first duly sworn,
deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of Advantage Plumbing & Drain Inc.
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Redacted] President
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 25 day of March, 2021



[Signature]
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



CONFLICT OF INTEREST

Brian McKenna, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Lombard may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

 President
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 25 day of March, 2021



Jeniefer Wenecki
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



TAX COMPLIANCE AFFIDAVIT

Brian McKenna, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of Advantage Plumbing + Drain Inc
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

[Signature]
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 05 day of March, 2021



[Signature]
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



ATTACHMENT 2
DEVICE QUANTITY LIST

DEVICE USE TYPE	# OF DEVICES	PERCENTAGE OF ALL DEVICES IN VILLAGE
Fire Suppression	513	31%
Domestic	306	18%
Isolation	236	14%
Irrigation	607	37%
TOTAL	1,662	100%

*Note: Combination of All Devices throughout the Village: Including Residential, Commercial and Industrial



Illinois EPA
Division of Public Water

**Cross-Connection Control
Device Inspector**

Issued: 05/29/2020
BRIAN McKENNA
055-197894
XC5427





Illinois EPA
Division of Public Water
Cross-Connection Control
Device Inspector

Issued: 04/05/2017
JOSHUA MULLINS
058-196666
XC4742





Illinois EPA
Division of Public Water
Cross-Connection Control
Device Inspector

Issued: 02/07/2020
JOHN BOVEE
050-195830
XC5752



10/1/2020

Plumber License Details



Results

Name	JOSHUA A MULLINS	License Number	058-198666
Address		License Type	Illinois Plumber
Phone		License Status	Active
Employer	ADVANTAGE PLUMBING & DRAIN, INC	Renewal Date	04/30/2021
		Licensed Since	07/18/2012
		CE	0

Current Apprentice Plumbers

Apprentice Name

JESUS GUZMAN

058-300362

04/30/2021



PLUMBER LICENSE

PLUMBER ID
058-196866

Orig Issue Date
07/16/2012

EXPIRES
04/30/2020

JOSHUA A MULLINS



SEX: M Height: 6'2" Weight: 195
DOB: 03/17/1984

JOSHUA A MULLINS

This license issued under authority of the State of Illinois - Department of Public Health
If found return to 525 W. Jefferson Street
Springfield, IL 62761

If you have any questions, please contact the Illinois Plumbing Program at (217) 524-0791.

PROTECTING HEALTH, IMPROVING LIVES
Nationally Accredited by PHAB



**Illinois Department of
PUBLIC HEALTH**

EHO 156562

← **DISPLAY THIS PART IN A
CONSPICUOUS PLACE**

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Issued under the authority of
the Illinois Department of
Public Health

Expiration: 09/30/2021	Category: 6A	Registration No: 095-043270
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**ADVANTAGE PLUMBING & DRAIN, INC
PLUMBING CONTRACTOR
REGISTRATION**

09/16/2020

**ADVANTAGE PLUMBING & DRAIN, INC
992 Saint Charles St
Elgin IL 60120**

**ADVANTAGE PLUMBING & DRAIN,
INC
992 Saint Charles St
Elgin IL 60120**

JOSHUA A MULLINS

07

Kane

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #5518554

FEE RECEIPT NO.



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

March 28, 2019

BRIAN MCKENNA



Dear BRIAN PATRICK MCKENNA,

Enclosed is the Illinois Plumber license that expires 04/30/2020. A copy of the license is presented below for convenience. This letter shall meet the requirements of Section 5 of the Illinois Plumbing License Law. However, the enclosed card shall be maintained with the plumber as evidence of licensure.

	PLUMBER LICENSE	
PLUMBER ID	Orig Issue Date	EXPIRES
058-197894	07/20/2017	04/30/2020
BRIAN PATRICK MCKENNA		
		
Sex: M Height: 5' 11" Weight: 200 DOB: 08/18/1982		

BRIAN PATRICK MCKENNA

This license issued under authority of the State of Illinois -- Department of Public Health
If found return to 525 W. Jefferson Street Springfield, IL 62761

If you have any questions, please contact the Illinois Plumbing Program at (217) 524-0791.



PLUMBER LICENSE

PLUMBER ID	Orig Issue Date	EXPIRES
058-195830	02/23/2010	04/30/2020
JOHN ROSS BOVEE		



Sex: Height: 5' 6" Weight: 175
DOB: 04/09/1982

FORM 129422-0912
07100642



PNC Bank, National Association
Illinois

CASHIER'S CHECK

DATE MARCH 25, 2021

PAY TO THE VILLAGE OF BARTLETT
ORDER OF

TEN THOUSAND ONE HUNDRED SIX AND 50 / 100 *****

\$ 10,106.50

DOLLARS

Specify machine
number
debit on back.

ADVANTAGE PLUMBING & DRAIN INC.

REMITTER

PNC Bank, National Association



OFFICIAL SIGNATURE

MP

