



## Village of Downers Grove

# Report for the Village Council Meeting

*Table 1 - Council Agenda item.*

<b>Subject</b>	Approve a One-Year Contract for Hydro-excavating (Potholing) of Water Service Lines
<b>Submitted By</b>	David Moody, Director of Public Works

## Synopsis

A motion is requested to authorize award of a one-year contract for Hydro-excavating (potholing) to Miller Pipeline, LLC of Mount Prospect, Illinois in the amount of \$441,000.00.

## Strategic Plan Alignment

The goals for 2025-2027 include Top Quality Infrastructure and Exceptional Municipal Services.

## Fiscal Impact

The Fiscal Year 2026 Budget includes \$500,000 for lead service line work in the Water Fund.

## Recommendation

Approval on the April 7, 2026 consent agenda.

## Background

The Village of Downers Grove must comply with the Illinois Lead Service Replacement and Notification Act (Public Act 102-0613) that became effective

January 1, 2022. For several years the Village has been following the Act's requirements for the Village to develop, implement, and maintain a comprehensive water service line material inventory, primarily through a survey sent out to residents.

The Village currently has 1,126 unknown service line locations that need identification. These locations have not responded to previous communication requests to fill out the survey. Instead of the survey, the Village will utilize a contractor to hydro excavate (a digging technique that uses high pressure water and a high-power vacuum) the unknown service lines to identify them.

In March, the Village issued a Request for Proposals (RFP) for hydro excavation services and received nine (9) proposals. A synopsis of the bids is as follows:

*Table 2 - List of proposals and pricing summary.*

<b>Company</b>	<b>Base Bid</b>	
Miller Pipeline, LLC. of Mount Prospect, IL	\$441,000	LOW BID
Pipe Strong, LLC of Schaumburg, IL	\$509,400	
Bisping Construction of New Lenox, IL	\$888,966	
IHC Construction Companies, LLC Of Elgin, IL	\$918,000	
Sheridan Plumbing & Sewer, LLC of Bedford Park, IL	\$981,000	
National Industrial Maintenance, INC. of East Chicago, IN	\$990,000	
American Vactor Services, LLC. Of Crystal Lake, IL	\$1,080,000	
KLF Enterprises of Markham, IL	\$1,299,600	
The Stone Group of Chicago, IL	\$1,511,136	

Miller Pipeline, LLC, of Mount Prospect, IL was identified as the hydro excavation firm that best meets the needs of the Village. Based on the pricing that was received, the contractor selected will hydro excavate approximately 900 locations. The remaining 226 locations will be hydro excavated by Village Public Works Staff to complete all unknown service material in our inventory. Staff will continue to perform in-house water service line inspections while the hydro excavation work is ongoing to reduce the number of locations that need hydro excavation services.

Miller Pipeline received positive references from the City of Park Ridge, Village of Fox Lake, Illinois American Water – City of South Beloit, and Robinson Engineering – Village of Burnham.

## **Attachments**

Contract Documents

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## REQUEST FOR PROPOSAL (Professional Services)

**Name of Proposing Company:**

Project Name: Hydro Excavating (Potholing) of Water Service Lines  
Proposal No.: RFP-16-0-2026/JV  
Proposal Due: 10 A.M., March 17, 2026

**Required of Awarded Proposer:**

Certificate of Insurance: Yes  
Performance Bond Required: Yes

Date Issued: March 02, 2026

This document consists of 29 pages.

Submit **electronically** through DemandStar or return **original** (no staples, bindings or spines) and one (1) digital copy (PDF on a flash drive) of proposal submitted in a **sealed envelope** marked with the Proposal Name/Number as noted above to:

JOHN VALENTI  
ASSISTANT DIRECTOR OF PUBLIC WORKS - UTILITIES  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5460  
FAX: 630/434-5489  
[www.downers.us](http://www.downers.us)

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

### **ELECTRONIC BIDDING**

The Village of Downers Grove is now accepting bids submitted electronically. All bidders must be registered with DemandStar in order to access bid documents and submit an electronic bid. If you are not registered, a free agency subscription to the Village of Downers Grove account is available by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). If you are registered with DemandStar, but subscribed to another agency, you do not need to modify your subscription. The Village maintains an Open Access account whereby all bidding information and e-bidding capabilities are accessible under any subscription plan. Incomplete submittals may be rejected as non-responsive. Infrequent or first-time users of electronic bidding are encouraged to upload their bid responses at least 24 hours prior to bid opening. The Village is not responsible for submittal errors or incomplete bid submissions. For technical issues or concerns, bidders may contact DemandStar Supplier support directly at [hello@demandstar.com](mailto:hello@demandstar.com) or at 866-273-1863. All bids must be received prior to the Due Date and Time set forth above and on the cover page of this document. Bid Opening will be conducted in person at where all bids received will be publicly opened and read aloud immediately following the Due Date and Time. Bidders, their authorized agents, and interested parties are invited to join.

### **SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and one (1) digital copy (PDF on a flash drive). Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

**PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES, BINDINGS OR SPINES.**

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**I. REQUEST FOR PROPOSALS****1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: John Valenti, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

**2. PREPARATION OF PROPOSAL**

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

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collectively.

**3. PRE- PROPOSAL CONFERENCE**

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

**4. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- 4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

**5. SECURITY FOR PERFORMANCE**

- 5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the work. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

**6. DELIVERY**

- 6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 850 Curtiss, Downers Grove, IL 60515.

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**7. TAX EXEMPTION**

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

**8. RESERVED RIGHTS**

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

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

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

**10. USE OF VILLAGE'S NAME**

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

**11. SPECIAL HANDLING**

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

**12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

**13. NONDISCRIMINATION**

- 13.1 Proposer shall, as a party to a public contract:

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- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 13.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

### **14. SEXUAL HARASSMENT POLICY**

- 14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
- 14.1.1 Notes the illegality of sexual harassment;
  - 14.1.2 Sets forth the State law definition of sexual harassment;
  - 14.1.3 Describes sexual harassment utilizing examples;
  - 14.1.4 Describes the Proposer's internal complaint process including penalties;
  - 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
  - 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

### **15. EQUAL EMPLOYMENT OPPORTUNITY**

- 15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:
- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection

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status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois

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Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**16. DRUG FREE WORK PLACE**

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**17. PATRIOT ACT COMPLIANCE**

- 17.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or

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affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**18. INSURANCE REQUIREMENTS**

- 18.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 18.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

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- 18.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 18.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 18.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 18.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 18.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 18.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall

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procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 18.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**19. COPYRIGHT/PATENT INFRINGEMENT**

- 19.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**20. COMPLIANCE WITH OSHA STANDARDS**

- 20.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

**21. CERCLA INDEMNIFICATION**

- 21.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

**22. CAMPAIGN DISCLOSURE**

- 22.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 22.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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- 22.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 22.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**23. SUBLETTING OF CONTRACT**

- 23.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

**24. TERM OF CONTRACT**

- 24.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

**25. TERMINATION OF CONTRACT**

- 25.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.
- 25.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**26. BILLING & PAYMENT PROCEDURES**

- 26.1 Payment will be made upon receipt of an invoice referencing Village purchase order

## Village of Downers Grove

number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

26.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

26.3 Please send all invoices to the attention of Public Works Department, 5101 Walnut Ave, Downers Grove, IL 60515.

**27. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

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

**28. STANDARD OF CARE**

28.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

29.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

29.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

**30. GOVERNING LAW**

30.1 This Contract will be governed by and construed in accordance with the laws of the State

Village of Downers Grove

of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**31. SUCCESSORS AND ASSIGNS**

31.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**32. WAIVER OF CONTRACT BREACH**

32.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

**33. AMENDMENT**

33.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**34. NOT TO EXCEED CONTRACT**

34.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

**35. SEVERABILITY OF INVALID PROVISIONS**

35.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**36. NOTICE**

36.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
850 Curtiss St.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**37. COOPERATION WITH FOIA COMPLIANCE**

37.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors

## Village of Downers Grove

shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

**38. COPYRIGHT or PATENT INFRINGEMENT**

- 38.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**39. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

- 39.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at [www.downers.us/vss](http://www.downers.us/vss). The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. **NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.**

**40. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

- 40.1 Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**41. ACCESSIBLE WEB CONTENT**

- 41.1 Any web content published by Proposer shall be readily accessible to and usable by Individuals with disabilities when required by 28 CFR 35.200, et seq.

## Village of Downers Grove

**III. DETAIL SPECIFICATIONS****INTENT AND GENERAL INFORMATION**

The Village of Downers Grove ("Village") is seeking a qualified contractor to provide hydro excavating to determine water service line material. The Village is seeking a one-year base contract with the option to extend the contract annually for up to two (2) additional years upon further agreement of the parties.

**DESCRIPTION OF PROJECT**

This work consists of hydro excavating at B-box locations down to residential domestic water service lines to determine whether they are copper, lead, galvanized iron or steel, or other material on both the public and private side. Once excavated to depth, a photo of the existing service line will be required for documentation. Village staff will be on site with the contractor to take the photo and document the water service line material. The excavations will be a minimum of 18 inches minimum of either side of the b-box to ensure material identification of both the public and private side. The Contractor will hydro excavate approximately 1,800 holes (estimated two holes at approximately 900 locations) in the parkway adjacent to various residential addresses. These addresses will be determined by the Village of Downers Grove Public Works Department.

**Quantities**

The quantities listed are estimates for bidding purposes, and as such may not represent the actual quantities required during the life of any contract made pursuant to these specifications. The Village reserves the right to increase or decrease quantities at any time throughout the contract. Payment will be made only for work that is ordered, delivered, and accepted by the Village.

**Completion Date**

All work for this project must be completed by December 31, 2026, unless extended by agreement of the parties. The completion date pertains to the work items outlined in this contract. Any "Punch List" work that is required shall be completed within 10 days of the completion date of this project.

**Failure to Complete the Work on Time**

Time is of the essence to the contract. Should the Contractor fail to complete the work on or before the completion date or substantial completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the sum of \$750 per calendar day, not as a penalty, but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor for the work, remaining incidental work, correction of work improperly completed, or repair of work

## Village of Downers Grove

damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

### **Contractor Personnel and Equipment**

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time period

### **Schedule of Work**

The Contractor shall submit a written sequence and timetable for completion of the work no later than at the time of the preconstruction meeting.

### **Work Hours**

Work shall be between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. Some work hours can be extended to 7:00 p.m. on Monday through Friday with Village approval. Saturday work may be allowed with Village approval. No equipment may be started on any part of the project prior to 7:00 a.m. No work will be performed on holidays observed by the Village. Construction activities are identified as the operation of heavy equipment, including but not limited to the warming up of any piece of equipment or turning on engines. Violations of this code are subject to code enforcement and subsequent fines as outlined in the code.

### **Site Condition and Clean Up**

The Contractor shall store materials and equipment where directed by Village staff and shall move same, when it becomes necessary, at its own expense. The Contractor shall have control over its employees' parking of automobiles on the site and shall provide receptacles for depositing waste paper and garbage. The Contractor shall keep the site neat, and shall clean up any debris. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean up debris when directed to do so shall be just cause for withholding of payments due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village. Any damage to sidewalks, curbs and parkways due to the work of the Contractor shall be restored by the Contractor at his/her own expense. No additional compensation shall be allowed the Contractor for compliance with this requirement. Contractor shall to the best of their ability, not block any driveways or intersections while performing said work. If a driveway must be blocked, the contractor must make an attempt to notify the homeowner. If an intersection must be blocked, the contractor shall notify the Water Manager for approval before blocking the intersection.

The Contractor shall maintain during the entire construction period barricades and warning lights at all material storage areas and around parked construction equipment.

### **Protection of Existing Facilities**

The Contractor shall protect existing facilities, including grounds, structures, landscaping and so forth. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the Contractor when ordered to do so by the Village. All repairs of damage to

## Village of Downers Grove

existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

The Contractor shall make its own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of the improvement, including but not limited to calling in a J.U.L.I.E. locate, where appropriate.

The Contractor shall be held responsible for any damage to existing utility lines and appurtenances resulting from the operations of its equipment or crew. No extra compensation will be allowed to the Contractor for any expense incurred because of delays, inconvenience or interruption to its work resulting from compliance with the above requirements.

### **Bulk Water Filling**

The Contractor may fill from a designated hydrant located at Public Works 5101 Walnut Ave. at no charge to the contractor, excluding applicable Administrative Fee. If the contractor so chooses, a rental water meter may be purchased to use at fire hydrants approved by the Water Manager. The contractor will not be responsible for the water usage fee, but will be responsible for a weekly meter rental fee and any applicable Administrative Fee.

### **Parking Closures**

If the contractor has a hydro excavation location that is blocked with parked cars, the contractor shall skip the location and try again another day. If the contractor has two or more days of a location blocked with parked cars, they shall notify the Water Manager, who will coordinate the posting of "No Parking" signs so the work may be completed.

### **Keeping the Road Open to Traffic**

No permanent street closures will be allowed and all streets should remain open to vehicle access. Temporary or moving lane closures will be allowed as necessary. The Contractor is responsible for all traffic control. Contractor shall receive prior approval from the Village before effectuating any temporary or moving lane closures.

## **EXCAVATING AND BACKFILLING OF POTHoles**

### **Description**

This work shall consist of two hydro excavating holes 18" on either side of the B-box down to residential domestic water service lines to determine whether they are copper, lead, galvanized iron or steel, or other material on the private and public side. Some of the locations will only require one hole to be hydro excavated for the unknown side of the service. The Village will determine if a location will need one hole or two prior to project start.

### **General Requirements**

All hydro excavated holes shall be located in grass on 18" either side of the B-box to determine whether the service line from the water main is copper, lead, galvanized iron or steel, or other material. Once excavated to depth, a photo of the existing service line will be required for documentation which will be taken by a Village Staff Member. After the inspection is complete, the holes shall be immediately filled with CA-6 graded stone and topped with eight (8) inches of topsoil and seeded. Contractor shall coordinate the timing of all excavations, photographing and

## Village of Downers Grove

inspections with the designated Village Staff Member so that holes will be immediately backfilled.

The Village will generate a list of the locations that will need discovery.

- If the Contractor cannot locate the b-box at a site, they will be required to use a metal locator to do so. If the b-box is still unable to be located the Contractor will bypass and move on to the next location. The Contractor will inform the Village that the previous locations b-box was not located and bypassed. The Contractor will need to supply the address where the b-box could not be located.
- Locations where the B-box is partially or fully in the driveway will be bypassed by the contractor. The Village will be notified of the bypass and will be given the address.
- Locations where the B-box is in the sidewalk or partially in the sidewalk will be potholed on either side of the sidewalk in the grass.

### **Removal and Disposal of Excavated Materials**

Debris from the excavations can be disposed of at the DuPage County Public Works Vacuum Truck Receiving Station, 7900 S Rt. 53, Woodridge, IL 60517. Only materials excavated as part of this project may be disposed of at the DuPage County Public Works Site. Equipment may be inspected at the start of the day to ensure outside material is not being disposed of as part of this project. **Contractor shall be responsible for all costs associated with the disposal of debris from the excavations.**

### **Method of Measurement**

EXCAVATING AND BACKFILLING OF POTHOLES will be measured for payment as for each pothole completed and restored.

### **Documentation**

Findings will be documented by a Village Staff Member that will accompany the Contractor from site to site.

### **Basis of Payment**

EXCAVATING AND BACKFILLING OF POTHOLES will be paid for at the contract unit price of EACH pothole which price shall include hydro excavating 1 pothole 18" of either side of the B-box down to the service line, backfilling, disposal of spoils and all costs in full for materials, labor, equipment and all incidental work necessary to complete the work as specified.

### **Contractor References**

The Contractor will produce a listing of the last five years of completing similar programs with other municipalities or water system owners. The list shall contain:

- Name of the municipality or system
- Contact Name, title and phone number of the staff member that was in charge of the program
- Number of service line discoveries
- Length of the program and completion

## Village of Downers Grove

**SCHEDULE OF PRICES**A. **UNIT PRICE CONTRACT**

For the furnishing, performance, and completion of all Work, the Contract Price shall be calculated by multiplying the number of acceptable units of each Unit Price Item incorporated into the Work by the corresponding Unit Price listed below.

**COMPLETE TABLE AS INDICATED**

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number Of Potholes	<u>Price Per Unit</u>	<u>Extension</u>
2026 Potholes in Grass – 18” Either Side of B-box	Ea.	1800	\$ 225.00	\$ 405,000.00
2026 Restoration - Stone CA-6, Dirt and Seed	Ea.	1800	\$ 20.00	\$ 36,000.00
Total Contract Price - Potholes and Restoration				\$ 441,000.00

## Village of Downers Grove

**IV. PROPOSER'S RESPONSE TO RFP**

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



ATLANTIC SPECIALTY INSURANCE COMPANY

February 24, 2026

**Re: Miller Pipeline, LLC – Contractor Prequalification Bonding Capacity**

This letter is to advise you that Miller Pipeline, LLC is a valued surety client of Atlantic Specialty Insurance Company, which is one of the main underwriting companies of the Intact Insurance. Miller Pipeline, LLC remains in good standing and is afforded surety capacity of \$75,000,000.00 for a single project and \$200,000,000.00 in the aggregate.

It is our opinion that Miller Pipeline, LLC is qualified to perform contracts that fall within this range and their normal scope. This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a bonding reference requested from us by our client. Intact's decision to issue surety bonds on behalf of Miller Pipeline, LLC will be subject to our standard underwriting including but not limited to acceptance of the financial condition of our client, contract terms and conditions, bonds forms and project financing.

Intact Insurance (TSX: IFC) is A+ rated by A.M. Best with a financial size category of XV and is included in The Department of the Treasury's Listing of Certified Companies.

Surety Agent Contact:                    Jordan Fisher  
   Lockton Companies  
   300 Barr Harbor Drive, Suite 700, Conshohocken, PA 19428  
   Phone: 215-583-9200  
   Email: jfisher@lockton.com

Sincerely,

A handwritten signature in blue ink that reads "Jordan Fisher". The signature is written in a cursive, flowing style.

Jordan Fisher, Attorney-in-Fact



One State Street Plaza, Floor 31  
New York, NY 10004  
intactspecialty.com/surety



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Abigail E Curtiss, Ashley Martin, Caitlyn Magennis, Dana E Wium, Deborah Turner, Gentry Stewart, Holly Tallone, Jaquanda Martin-King, Jordan Fisher, Julia C. Zalesky, Kathleen M. Coen, Kelly Wolff, Lourdes Scheel, Nicholas Turecamo**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

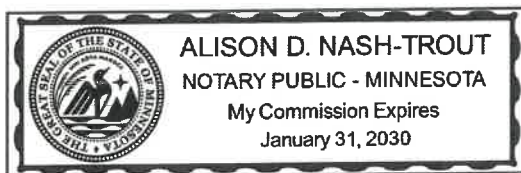


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of February, 2026.



Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2030



AN ARTERA COMPANY

Village of Downers Grove  
Hydro Excavating (Potholing) of Water Service Lines RFP-16-0-2026/JV

Miller Pipeline - Contractor References

Customer	Contact	Location	Scope	Program Schedule
City of Park Ridge, IL	Lou Arrigoni Engineering Manager 847-318-5210	Park Ridge, IL	Hydro vac 101 Water Service Lines	9/2024- 10/2024
Robinson Engineering	Jonathan Flowers, Sr. Engineer, 815- 412-2015	Burnham, IL	Hydro vac Water Service Lines	10/2025- 11/2025
Village of Fox Lake, IL	Trent Turner, Sewer & Water Super., 847-587- 3506	Fox Lake, IL	Hydro vac Water Service Lines (~400)	07/2025- Current
Illinois American Water	Grant Radzikowski, 630-333-8696	South Beloit, IL	Hydro excavation of service lines, Emergency Work	08/2024- Current
Aqua Illinois	Jim Tonias, 262- 995-4525	Northern IL	Hydro excavation of service lines, Emergency Work	08/2025- Current


VAC #	YEAR	MAKE	MODEL	SIZE (CUBIC YARDS)
VAC 9241	2024	PETERBILT	MUDDOG/1200	12
VAC 9122	2020	PETERBILT	MUDDOG/1200	12
VAC 11924	2024	WESTERN STAR	RAM MX 12	12
VAC1536	2022	PETERBILT	MUDDOG/1200	12
VAC 1458	2024	PETERBILT	MUDDOG/700	7
VAC 11836	2024	WESTERN STAR	RAM MX 12	12
VAC 11880	2024	WESTERN STAR	RAM MX 12	12
VAC 12068	2024	WESTERN STAR	RAM MX 12	12

Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

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

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

<b>PROPOSER:</b>	
Miller Pipeline, LLC Company Name	Date: 3/12/26
301 Arthur Ave. Street Address of Company	Lauren.Kucik@millerpipeline.com Email Address
Mt. Prospect, IL 60056 City, State, Zip	Lauren Kucik 262-838-9995 (cell) Contact Name (Print)
262-574-5100 Business Phone	312-728-0614 (Jeff Engel) 24-Hour Telephone
Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	Chad Davis, Exec. VP Print Name & Title
Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

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

Village of Downers Grove



**VENDOR W-9 REQUEST FORM**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

**NAME:** Miller Pipeline, LLC

**ADDRESS:** S74W24255 National Ave.

**CITY:** Big Bend

**STATE:** WI

**ZIP:** 53103

**PHONE:** 262-574-5100      **FAX:** \_\_\_\_\_

**TAX ID #(TIN):** 35-1959522

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_      **ZIP:** \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- |                   |   |
|-------------------|---|
| Individual        | <input checked="" type="checkbox"/> Limited Liability Company - <del>Member-Managed</del> |
| Sole Proprietor   | <input type="checkbox"/> Limited Liability Company- Manager-Managed                       |
| Partnership       | Medical   |
| Corporation       | Charitable/Nonprofit  |
| Government Agency |   |

**SIGNATURE:** Lauren Kucik

**DATE:** 3/12/26

Village of Downers Grove

**PROPOSER'S CERTIFICATION** (page 1 of 3)

With regard to RFP-16-0-2026J/V, Proposer Miller Pipeline, LLC hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.


BY:   
Proposer's Authorized Agent

3 5 - 1 9 5 9 5 2 2

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 12 day of March, 2026.

  
Notary Public

Lauren Kucik  
NOTARY PUBLIC  
My Comm. Exp. 10-19-2028  
STATE OF WISCONSIN

Village of Downers Grove

**PROPOSER'S CERTIFICATION** (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the Legal name of \_\_\_\_\_, and the full names of its Officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of Indiana, which operates under the legal name of Miller Pipeline, LLC, and the full names of its managers or members are as follows:

Manager or Member: No individual manager/members, sole member/entity is MMN Infrastructure Services, LLC

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

(c) **Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Village of Downers Grove

**PROPOSER'S CERTIFICATION** (page 3 of 3)

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

(d) **Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? **YES** NO (circle one)

Insurer's Name Zurich American Insurance Company

Agent Lockton Companies

Street Address 1185 Avenue of the Americas, Ste. 2010

City, State, Zip Code New York, NY 10036

Telephone Number 646-572-7300

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

Print Name of Company: Miller Pipeline, LLC

Print Name and Title of Authorizing Signature: Chad Davis, Exec. Vice President

Signature:  \_\_\_\_\_

Date: 3/17/26

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
--

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.**

Company Name: Miller Pipeline, LLC

Address: 301 Arthur Ave.

City: Mt. Prospect Zip Code: 60056

Telephone: ( 262 ) 574-5100 Fax Number: ( ) \_\_\_\_\_

E-mail Address: Lauren.Kucik@millerpipeline.com

Authorized Company Signature:  \_\_\_\_\_

Print Signature Name: Chad Davis Title of Official: Exec. Vice President

Date: 3/17/26

Village of Downers Grove

**Apprenticeship and Training Certification**

Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Village of Downers Grove, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is listed below. This Certification will be used to determine the lowest responsible bidder in accordance with the Village Council Policy regarding Purchasing Procedures.**

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

***Certificate of Compliance***

The bidder hereby certifies that it and its subcontractors participate in an applicable apprenticeship program.

Signature 

Company Name Miller Pipeline, LLC

Title Exec. Vice President

Date 3/12/26

***Certificate of Non-Compliance***

The bidder hereby certifies that it or its subcontractors do not participate in an applicable apprenticeship program.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER(708) 482 8800 • FAX (708) 482 7186  
6200 JOLIET ROAD  
COUNTRYSIDE IL 60525-3992

May 12, 2025

Miller Pipeline  
19705 West Lincoln Ave.  
New Berlin, WI 53146Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

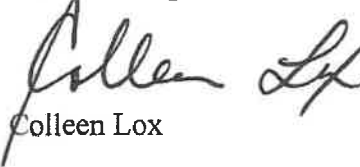
Dear Sir or Madam:

At the request of Miller Pipeline, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Miller Pipeline, is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO  
District 1 dispatch office  
Colleen Lox

Enclosures: Certificates

# The United States Department of Labor

## Office of Apprenticeship Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund  
Wilmington, Illinois  
For the Trade - Operating Engineer*

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



*December 31, 1978*  
Date Revised June 23, 2011

Registration No. IL008780173

*Hilda F. Solis*  
Secretary of Labor  
*Ann V. Ladd*  
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund  
Winnington, Illinois

For the Trade - Operating Engineer (Heavy Equipment Technician)

Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor



Date May 5, 2002  
Revised June 21, 2011

Registration No. IL012020003

*Arlene F. Solis*  
Secretary of Labor  
*Ad V. Hall*  
Administrator, Office of Apprenticeship

October 23, 2025

Miller Pipeline, LLC  
 8850 Crawfordsville Road  
 Indianapolis, IN 46234

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Miller Pipeline, LLC is indeed signatory to the Fox Valley Laborers' Health & Welfare Fund and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprenticeship Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2024: 265  
 2023: 190  
 2022: 125  
 2021: 86

Regards,



Alfredo Ascencio  
 Director of Apprenticeship

**Labor Trustees**  
 James P. Connolly, *Chairman*  
 Michael Bivins  
 Martin Flanagan  
 Joseph V. Healy  
 Loyd "Curly" Vaughn

**Executive Director**  
 Keith Vitale

**Management Trustees**  
 David Lorig, *Secretary*  
 Shane Higgins  
 Joseph Koppers  
 Robert G. Krug  
 Brian Rausch  
 William Vignocchi

**Carol Stream**  
 1200 Old Gary Avenue  
 Carol Stream, IL 60188

**LIUNA!**  
 Feel the Power  
 42-L

**Chicago**  
 5700 West Homer St.  
 Chicago, IL 60639

# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



April 12, 1999

Date

IL017990001

Registration No.

*PA V LLL*

Administrator, Office of Apprenticeship

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

Chad Davis  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Signature

\_\_\_\_\_

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS**

**ADDENDUM NO. 1**

**FOR**

**HYDRO EXCAVATING (POTHOLING) OF WATER SERVICE  
LINES**

**RFP-16-0-2026/JV**

**March 03, 2026**

**ITEM AND DESCRIPTION:**

1. The Due Date for RFP-16-0-2026/JV is March 17, 2026 at 10:00am.

The Acknowledgement of Receipt of Addendum for this addendum MUST be included in the proposal package. Proposal packages not including signed Acknowledgement Sheets may be REJECTED.

**End of Addendum No. 1**

**March 03, 2026**

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

**PROPOSAL/BID: HYDRO EXCAVATING (POTHOLING) OF WATER SERVICE LINES**

**PROPOSAL/BID NUMBER: RFP-16-0-2026/JV**

**PROPOSAL DUE DATE: March 17, 2026 at 10:00am.**

**ADDENDUM NO.: 1**

**PROPOSER/BIDDER:** Miller Pipeline, L

**ADDRESS:** 301 Arthur Ave., Mt. Prospect, IL 60056

**RECEIVED BY:** Lauren Kucik - Contract Manager

**(NAME)**

*Lauren Kucik*

**(SIGNATURE)**

**DATE:** 3/3/26

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS**

**ADDENDUM NO. 2**

**FOR**

**HYDRO EXCAVATING (POTHOLING) OF WATER SERVICE  
LINES**

**RFP-16-0-2026/JV**

**March 04, 2026**

**ITEM AND DESCRIPTION:**

1. **Question:** The RFP states we can dump at the DuPage County vacuum truck site, but it also says we need to include it in the bid. Can you provide some clarification on that?

**Answer:** The Village will cover the cost of dumping at the DuPage County vacuum truck site, proposers are to provide a list of equipment that will be used. The selected contractor will be required to notify the village each time that it dumps at the DuPage County vacuum truck site.

2. **Correction:** Page 19, Removal and Disposal of Excavated Materials should read:

**Removal and Disposal of Excavated Materials**

Debris from the excavations can be disposed of at the DuPage County Public Works Vacuum Truck Receiving Station, 7900 S Rt. 53, Woodridge, IL 60517. Only materials excavated as part of this project may be disposed of at the DuPage County Public Works Site. Equipment may be inspected at the start of the day to ensure outside material is not being disposed of as part of this project. ~~Contractor shall be responsible for all costs associated with the disposal of debris from the excavations.~~

3. **Addition:**

**VILLAGE OF DOWNERS GROVE HYDRO EXCAVATING EQUIPMENT LIST**

List the type(s) of equipment to be used:

Year	Make	Model	Size (Cubic Yards)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the proposal package. Proposal packages not including signed Acknowledgement Sheets may be **REJECTED**.

**End of Addendum No. 2**

**March 04, 2026**

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

**PROPOSAL/BID: HYDRO EXCAVATING (POTHOLING) OF WATER SERVICE LINES**

**PROPOSAL/BID NUMBER: RFP-16-0-2026/JV**

**PROPOSAL DUE DATE: March 17, 2026 at 10:00am.**

**ADDENDUM NO.: 2**

**PROPOSER/BIDDER:** Miller Pipeline, LLC

**ADDRESS:** 301 Arthur Ave., Mt. Prospect, IL 60056

**RECEIVED BY:** Lauren Kucik, Contract Manager

**(NAME)**



**(SIGNATURE)**

**DATE:** 3/4/26

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS**

**ADDENDUM NO. 3**

**FOR**

**RFP-16-0-2026/JV: HYDRO EXCAVATING (POTHOLING) OF WATER  
SERVICE LINES**

**March 6, 2026**

**ITEM AND DESCRIPTION:**

- 1. Question:** How much is the hydrant meter rental fee?

**Answer:** The rental fee as follows: \$22.00 Weekly rental fee (2 day minimum), \$47.00 Admin Fee ( One-time fee due at time of rental), Deposit of \$3,820.00 for a 3 inch hydrant meter. The use of the yard hydrant for water will be free of charge per page 18 of the RFP.

- 2. Question:** Can we use “SikaPostfix, Fence Post Mix” in instead of CA-6 for backfill?

**Answer:** No. CA-6 is to be used per page 18 of the RFP.

- 3. Question:** Does this job need a bid bond?

**Answer:** No; however, a performance bond is required of the firm to whom the contract is awarded.

The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be **REJECTED**.

**End of Addendum No. 3**

**VILLAGE OF DOWNERS GROVE**

**March 6, 2026  
DEPARTMENT OF PUBLIC WORKS**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

**PROPOSAL/BID: HYDRO EXCAVATING (POTHOLING) OF WATER SERVICE LINES**

**PROPOSAL/BID NUMBER: RFP-16-0-2026/JV**

**PROPOSAL/BID OPENING: March 17, 2026 10:00 am (CST)**

**ADDENDUM NO.: 3**

**PROPOSER/BIDDER:** Miller Pipeline, LLC

**ADDRESS:** 301 Arthur Ave., Mt. Prospect, IL 60056

**RECEIVED BY:** Lauren Kucik  
(NAME)

  
(SIGNATURE)

**DATE:** 3/10/26