Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Council Agenda item.

Subject	Award of Contract - Storm Sewer Maintenance
Submitted By	Dave Moody, Public Works Director

Synopsis

A motion is requested to award a three-year contract for Storm Sewer Maintenance Services to National Power Rodding Corporation of Chicago, Illinois in the amount of $2,225,456.10, which includes a 5% contingency.

Strategic Plan Alignment

The goals for 2025-2027 include Top Quality Infrastructure and Steward of Financial, Environmental and Neighborhood Sustainability.

Fiscal Impact

The adopted Fiscal Year 2026 budget includes $700,000 in the Storm Water Fund for this project. The projected Fiscal Year 2027 budget includes $735,000 and the project FY28 budget includes $771,750 for this project.

Recommendation

Approval on the May 19, 2026 consent agenda.

Background

This project is a component of the 2026 -2028 Storm Water Maintenance Program. The scope of this project includes CCTV inspection and cleaning of approximately 395,355 linear feet of storm sewer pipe and the cleaning and inspection of 4,371 storm sewer structures. A Call for Bids (CFB) for storm sewer maintenance services was issued in accordance with the Village's Purchasing Policy. Contractors were asked to provide prices for three years. Only one bid was submitted, the pricing of which is summarized in the following table:

Three Year Contract Summary

Service Provider	Bid Price 2026	Bid Price 2027	Bid Price 2028	3-Year Contract Total
National Power Rodding Corporation, Chicago, IL	$648,538.45	$706,685.45	$764,258.65	$2,119,482.55

National Power Rodding Corporation has held the storm sewer maintenance contract since 2021 and they have met the project specifications. Staff is confident that their work will meet the specifications required by the Village. In addition, positive references for similar work were provided by the City of Joliet, Metropolitan Water Reclamation District and the Illinois State Tollway Authority.

Attachments

Contract Documents

Contractor Evaluation

Village of Downers Grove

Council Action Summary

Table 1 - Council Action Summary.

Initiated By	Public Works
Effective Date	May 19, 2026
Recommendation From	
File Reference	
Nature of Action	Motion

Steps Needed to Implement Action.

Motion to authorize a contract for storm sewer replacement and maintenance to National Power Rodding Corporation of Chicago in the amount of $2,225,456.10, which includes a 5% contingency.

Summary of Item.

Adoption of this motion shall authorize execution of a contact for storm sewer replacement and maintenance in the amount of $2,225,456.10, which includes a 5% contingency.

Record of Action Taken.

Village of Downers Grove

Call for Bids

Table 1. General information regarding this Call for Bids.

Name of Bidding Company	National Power Rodding Corp.
Project Name	STORM SEWER MAINTENANCE SERVICES
Project Number	CFB-17-0-2026/JV
Bid Due	04/28/2026 1:00PM

Required of Awarded Bidder

Table 2. Required information for awarded Bidder.

Certificate of Insurance	YES
Performance Bond or Letter of Credit	YES
Date Issued	04/14/2026
Total Number of Pages	66 pages

Submit electronically through DemandStar or return original copy of proposal (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 Ave.
Downers Grove, IL 60515
Phone: 630/434-5461
Fax: 630/434-5495
www.downers.us

The Village of Downers Grove will receive Bids Monday thru Friday, 7:30 A.M. to 4:30 P.M. at the Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

Specifications must be met at the time the proposal is due.

The Village Council reserves the right to accept or reject any and all bids, 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. Call for Bids

II. Terms & Conditions

III. Detailed Specifications

IV. Bid/Contract Form

Do not detach any portion of this document. Invalidation could result.

Bidders MUST submit an original copy of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Bidder will receive a copy of the executed Contract.

Do not bind any portion of this bid with staples, bindings, or spines.

I. Call for Bids

General

01. Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to the time and date set forth on the cover page of this RFP.
02. Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
03. Bid forms shall be sent to the Village of Downers Grove, ATTN: John Valenti, in a sealed envelope marked "SEALED Bid". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
04. All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
05. By submitting this Proposal, the Bidder certifies under penalty of perjury that they have not acted in collusion with any other Bidder or potential Bidder.

Preparation of Proposal

01. It is the responsibility of the Bidder 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.

Do not submit a proposed contract. Upon acceptance by the Village, this CFB shall become a binding contract.

02. 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 Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide

an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

03. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.

04. 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.

05. All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

06. The Bidder 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 collectively.

Pre-Bid Conference

0.1 A pre bid 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 Bidders. This pre bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

0.2 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-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 0.2 above.

0.3 No Contract Documents will be issued after a mandatory pre-bid conference except to attendees.

Submission of Bid

0.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Agent.

0.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Agent, but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty five dollars ($25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute

the work or furnish the material for the price mentioned in the Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place indicated above.

Modification or Withdrawal of Bids

01. A Proposal that is in the possession of the Village may be altered by a letter bearing the signature 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.

02. A Proposal that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the Proposal opening, by a letter bearing the signature of the person authorized for submitting Bids. Bids 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.

Rejection of Bids

0.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

Competency of Bidder

0.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The

Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

Disqualification of Bidders

01. Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
    a. More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
    b. Evidence of collusion among Bidders.
    c. Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
    d. Failure to submit a unit price for each item of Work listed in the Bid Form
    e. Lack of competency as revealed by financial statement or experience questionnaire.
    f. Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
    g. Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
02. Failure to submit a signed Bidder's Certificate stating the following:
    a. That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
    b. The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
    c. The Bidder will maintain the types and levels of insurance required by

the terms of this Contract.

d. The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

Basis of Award

0.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.

0.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

Award of Contract

0.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder).

Return of Bid Deposit

0.1 The bid deposit of all except the three (3) lowest responsive Bidders on each contract will be returned within fifteen (15) calendar days after the opening of Bids. The remaining bid deposits of each Bidder will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

Failure to Enter into Contract

0.1 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

Security for Performance

0.1 The awarded contractor, within ten (10) calendar days after acceptance of his Bid 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 Agent. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder'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 Bidder.

Tax Exemption

0.1 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 number will also be provided to the selected vendor.

Reserved Rights

01. The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Bids 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 Bids will not be waived.

II. Terms and Conditions

Village Ordinances

01. The successful Bidder will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

Use of Village's Name

01. The Bidder 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.

Inspection

0.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

Deliveries

0.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

Special Handling

0.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor 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. Contractor 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.

Compliance with OSHA Standards

0.1 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.

CERCLA Indemnification

0.1 The Contractor 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 Contractor, both before and after its disposal.

0.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

Buy America

0.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

0.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid

submission, an executed Buy America Certificate, attached hereto.

Backing Precautions

0.1 Any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

Overweight, Overwidth and Overheight Permits

0.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

Indemnity and Hold Harmless Agreement

01. To the fullest extent permitted by law, the Bidder 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 Bidder, its employees, or its subcontractors, and the Bidder 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 Bidder shall, at its own

expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder 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 Bidder, its employees, or its subcontractors.

Nondiscrimination

01. Bidder shall, as a party to a public contract:
    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 Bidder 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 #1l136 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.
    c. 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. Bidder 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 5/1-101et seq., and The Americans with Disabilities Act, 42 U.S.C. Sec. 1210l et seq.

Sexual Harassment Policy

01. The Bidder, as a party to a public contract, shall have a written sexual harassment policy that:

a. Notes the illegality of sexual harassment;

b. Sets forth the State law definition of sexual harassment;

c. Describes sexual harassment utilizing examples;

d. Describes the Bidder's internal complaint process including penalties;

e. 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

f. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

Equal Employment Opportunity

01. In the event of the Bidder'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 Bidder 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 Bidder agrees as follows:

    a. 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, order of protection status, military 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.

    b. 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.

c. 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, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.

d. 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 Bidder'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 Bidder in its efforts to comply with such Act and Rules and Regulations, the Bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. 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.

f. 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.

g. 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 Bidder 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 Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Drug Free Work Place

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

01. 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 Bidder'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.

02. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder'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.

03. 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.

04. 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.

05. 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.

06. 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.

07. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Substance Abuse Prevention on Public Works Projects Act

0.1 This is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2. Bidder 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, Bidder 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.

Prevailing Wage Act

0.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this Contract. Contractor agrees

to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

0.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

0.3 This is a contract for a public works project, as defined in 820 ILCS 130/2. Bidder agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

0.4 This is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and

accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

0.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

0.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

Change Orders

0.1 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, all parties must agree to any change, addition or price increase in writing.

0.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

Patriot Act Compliance

01. The Bidder 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 Bidder further represents and warrants to the Village that the Bidder and its principals, shareholders, members, partners, or 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 Bidder 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.

Insurance Requirements

01. The 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	$1,000,000	Each Occurrence
	$2,000,000	Aggregate
	(Applicable on a Per Project Basis)	
Commercial Automobile Liability	$1,000,000	Each Accident
Professional E&O	$2,000,000	Each Claim
	$2,000,000	Annual Aggregate
Umbrella Liability	$ 5,000,000	

02. 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".
03. Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
04. Workers Compensation coverage shall include a waiver of subrogation

against the Village of Downers Grove.

05. 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.

06. 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, 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 of Downers Grove 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 of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

07. 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 of Downers Grove 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 of Downers Grove, or terminate this Contract pursuant to its terms.

08. 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 the 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.

09. If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall 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.

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 Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Campaign Disclosure

01. Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
02. 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.
03. 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.
04. 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.

Subletting of Contract

01. 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 Bidder from its obligation or change the terms of the Contract. All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

Term of Contract

01. The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

Termination of Contract

01. In the event of the Bidder's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Bidder. The Village will pay the Bidder's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Bidder will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

Billing and Payment Procedures

01. Payment will be made upon receipt of an invoice referencing Village purchase order 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 Bidder within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Bidder 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.
02. 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 Bidder 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.
03. Please send all invoices to the attention of Robin Lahey, Finance Director,

Downers Grove Civic Center, 850 Curtiss St., Downers Grove, IL 60515.

Relationship Between the Bidder and the Village

01. The relationship between the Village and the Bidder 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.

Standard of Care

01. Services performed by Bidder 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.
02. If the Bidder fails to meet the foregoing standard, Bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Bidder's failure to comply with the above standard and reported to Bidder within one (1) year from the completion of Bidder's services for the Project.
03. For Professional Service Agreements: Project site visits by Bidder during construction or equipment installation or the furnishing of Project representatives shall not make Bidder 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.

Governing Law and Venue

01. This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of law's provisions. Venue is proper only in the County of DuPage and the Northern District of

Illinois.

Successors and Assigns

01. 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 Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

Waiver of Contract Breach

01. 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.

Amendment

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

Not to Exceed Contract

01. 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 Contract.

Severability of Invalid Provisions

01. 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.

Notice

01. 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 Bidder as designated in the Contract Form.

Cooperation with FOIA Compliance

01. Bidder acknowledges that the Freedom of Information Act does apply to public records in possession of the Bidder or a subcontractor. Bidder and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.)

Copyright or Patent Infringement

01. The Bidder 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 Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

Disadvantaged Business Enterprise (DBE) Certification

01. 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. 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.

Accessible Web Content

01. Any web content published by Bidder shall be readily accessible to and usable by individuals with disabilities when required by 28 CFR 35.200, et seq.

III. Detail Specifications

Intent: The Village of Downers Grove desires to enter into a contract for Storm Sewer Maintenance Services. The contract includes cleaning and inspection of Village Storm Sewer System and corresponding manholes, catch basins and inlets, etc. This Call for Bid is open to all contractors actively engaged in supplying the services as specified herein. Bidders will be required to demonstrate their capabilities through references or by means acceptable to the Village. The Village is seeking a three-year base contract with the option to extend the contract annually for up to two (2) additional years upon further agreement of the parties.

Scope of Work: The Contractor shall be responsible for all services required to perform the Storm Sewer Maintenance Services and shall provide and furnish all labor, materials, necessary tools, equipment, supplies and vehicles to complete the contract. Work will generally consist of flushing and cleaning of the storm sewer system, as well as televising and inspection services following all cleaning. The Village shall furnish the Contractor with maps with locations of the storm sewer system to be cleaned, televised and inspected.

- Numbered section maps will be provided by the Director of Public Works or his/her designee. Sections must be completed fully on the section map in order for Contractor to move to the next section. The contract will need to notify the Director of Public Works or his/her designee when one section is complete and another is started.
- Daily updates by phone or email to the Director of Public Works or his/her designee of where the work crew is and what has been completed.
- If more than one work crew will be in town, the Director of Public Works or his/her designee will place the crews in a numbered section to start.
- The Village requires the Contractor to have at least one work crew in town working to complete each year of the contracted sections given (Weather Permitting). The Contractor will not move the work crew in and out of the village to complete other contracts for other customers without the prior written authorization of the Director of Public Works or his/her designee.
- All sections for each year of the contract are required to be completed by November 15th of the year given. Example: Sections given to the Contractor by the Village for 2026 will be completed by the Contractor by November 15, 2026, etc.

References: Bidders must submit with their bids a list of not less than five (5) current customers, including names and the addresses of facilities maintained by

the prospective firm, and contact persons, with their daytime phone number, that can speak to the quality of services provided by the contract firm. 159,

Contract Supervision: This contract will be under the direction of the Director of Public Works or his/her designee and detailed supervision of the contract shall be provided by the Director of Public Works or his/her designee. No claims for any extra work or materials shall be allowed without written authorization from the Director of Public Works.

Working Hours: The Contractor will be allowed to schedule normal work hours between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Work taking place at or around schools will only be permissible between the hours of 9am to 2pm Monday through Friday due to school traffic outside those hours or during summer break when schools have summer programs. Work during other hours will be allowed only as authorized by the Director of Public Works or his/her designee.

Operation Standards: All operations will be done following the standards outlined below

- The contractor will perform all work in a manner that minimizes road hazards for the motoring public. All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the Director of Public Works or his/her designee determines that the contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Village at the contractor's expense.
- All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Village's Police Department at 630-434-5600, and to the Public Works Department at 630- 434-5460.

Emergency Response: The awarded contractor will have to provide a 24-Hour emergency response contact for outside of regular work hours cleaning. Once contacted for an emergency the contractor will have 4 hours to respond on site of the emergency.

Right to Change Scope of Work: The quantities shown on the Bid Sheet are only for an illustrative purpose to enable the Village to uniformly evaluate bids. The

amount of work detailed on the Bid Sheet is based on the Village's average experience. The Contractor should not assume that the figures represent a guaranteed amount of work. Due to budget restrictions, the Village reserves the right to add or delete from the contract as required. No adjustments in contract unit prices or additional compensation will be made for decreases in the quantities or services from the contract. Quantities for each item are estimates only and may be altered.

Contractors Representatives: The Contractor shall provide a competent supervisor on the job at all times, who shall have full authority to act for the contractor and to receive and execute directives from the Director of Public Works or his/her designee. Any instructions given to such supervisor executing work for the Contractor shall be binding on the Contractor as though given to the Contractor personally. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards. The Contractor's supervisor must be proficient in the use and interpretation of the English language.

Safety: The technical service provider shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The technical service provider shall abide by all EPA and OSHA safety standards and regulations. The Village is not responsible for site safety. The technical service provider is solely and exclusively responsible for construction means, methods, technologies and site safety. In accordance with paragraph 11, Section II, the technical service provider shall indemnify the Village for all claims relative to construction means, methods, technologies, site safety or otherwise.

The technical service provider upon his receipt of instructions from the Contract Administrator, to discontinue such practice shall, immediately discontinue any practice obviously hazardous in the opinion of the Contract Administrator.

The technical service provider at all times during the life of this contract shall observe and abide by all Federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction.

Traffic Control and Protection: The Technical service provider shall provide adequate traffic control for work area protection in compliance with the most

current edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, (MUTCD), the State of Illinois, Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities. All personnel, signs, barricades, and any other items or devices necessary shall be provided by the Technical service provider. The Village shall make no separate payment for this work. Traffic control shall include but not be limited to the following:

- Whenever possible, work vehicles shall be parked on the same side of the street as the work site. Vehicles shall park with right wheels to the curb or to the right edge of the right-hand shoulder as required by Municipal Code 14-92.
- Whenever possible the work site on a two lane street or highway shall be confined to one traffic lane leaving the opposite lane open to traffic.
- Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
- Work vehicles shall have flashing lights lit but not as a substitute for any traffic control devices for work area protection that may be necessary.
- Warning signs such as "Workers Ahead" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 30 inches by 30 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 24 inches above the pavement.
- Cones used as daytime channeling devices shall be at least 18 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
- Channeling devices shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Taper length shall be calculated using the following formulas.

L = taper length in feet
W = width of lane closure in feet
S = posted speed limit
For streets of speed limit 40 mph or less L = [Wx(S Squared)] /60
For streets of speed limit 45 mph or greater L = WxS

- For lane closures on multilane highways, appropriate warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.
- Should complete street closure be required for a minimum of 8 hours on any given day in order to complete contract work, the Technical service provider shall notify the Traffic Division and the Police Department, and the appropriate barricades (at least 3 Type III barricades at each intersection), and "Road Closed" and "Detour" arrow signs shall be used to direct traffic around the work area.
- Flaggers shall be appropriately dressed (reflective vest, etc.) to alert motorists, and shall stand in a conspicuous position facing approaching traffic, and shall use the proper traffic control sign when directing traffic.

Subcontracts: Subcontractors are subject to approval. The subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the Contractor and shall perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

Storm Sewer and Storm Structure Cleaning

This is the following minimum capabilities for cleaning.

- General – Provide all labor, material, tools, equipment and appurtenances necessary to provide the cleaning of storm sewer pipes, manholes, catch basins and inlets. The Contractor will be responsible for all disposal of debris from the cleaning process.

- Storm Sewer Pipe Cleaning – Light Cleaning – Provide preparatory cleaning of the sewer section to permit unobstructed passage of the CCTV camera and clean enough for the camera to identify structural defects, misalignments, service lateral connections, and points of infiltration to the satisfaction of the Public Works Director or his/her designee. Perform a cleaning with high-velocity jet consisting of up to two passes or flushes of the entire sewer section, if necessary, to allow adequate viewing of the pipe for the purpose of proper condition assessment. Limit pullback speed to no more than one foot

per second, and utilize a maximum pressure of 1200 pounds per square inch (psi).

- Storm Sewer Structure Cleaning - Remove internal deposits from the catch basin or storm sewer structures, using acceptable sewer cleaning techniques. The cleaning operation shall remove all debris that would collect within the Storm Sewer Structure. Manholes, catch basins and inlets shall be classified as storm sewer structures. Not all storm sewer structures on the map will need to be cleaned. The Contractors will not have to clean a structure if here no debris or sediment to be removed from it. This will then be listed as a checked item only and not subject to cleaning and payment of such.

- Heavy Cleaning - Perform additional cleaning (heavy cleaning), only after approval by the Public Works Director or his/her designee after the initial two passes of the jetting equipment and/or root cutting are not effective.

- The Contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The Contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Village. Issues and blockages that cannot be removed by heavy cleaning will immediately be reported to the Public Works Director or his/her designee.

Inspections

The Contractor shall ensure that all structures submitted for payment will be free from debris upon completion of the cleaning work. A spreadsheet of all structures that were cleaned and that were not cleaned with Village ID numbers shall be required for payment.

Closed-Circuit Television (CCTV) Inspection

General – Provide all labor, material, tools, equipment and appurtenances necessary to provide closed circuit television (CCTV) and audio-video recording of the internal inspection of storm sewers at a picture quality to the satisfaction of the Director of Public Works or his/her designee. All storm sewers will be cleaned

before being televised. All storms sewers televised before cleaning will be subject to cleaning and re-televising at the Contractor's expense.

Equipment – The Contractor shall utilize a digital color television camera designed and constructed for sewer inspection with the following capabilities:

- High-resolution color-chip camera and monitor capable of producing a minimum of 650 lines of resolution.
- Adjustable directional lighting sufficient to allow a clear picture of the entire periphery of the pipe.
- Auxiliary lighting for sewers larger than 12-inch diameter.
- Operable in 100 percent humidity conditions.
- A 360 degree radial by 270 degree pan-and-tilt viewing field.
- Remote or manually operated.
- Electronic footage counters accurate to less than 1 percent error over the length of each pipe segment.
- Able to be equipped with skids or flotation device where necessary to position the camera in the center of the pipe for all diameter sewers being televised.

The Contractor shall utilize a total audio-video recording system and procedures as required to produce a high-quality digital video and audio production of bright, sharp, clear pictures with accurate color, free from distortion. The audio portion shall have proper volume and clarity and shall be free from distortion. The Contractor shall record inspections electronically on thumb drives directly from digital content without an intermediate analog conversion. The Contractor shall utilize PipeTech, Pipe Logic or Windows Media software to complete the CCTV inspections and prepare thumb drives and inspection logs.

Deliverables - The Contractor shall provide thumb drives and computer-generated inspection logs of each individual inspection. In addition, the Contractor shall provide to the Village a field mark-up of any clarifications to the sewer system configuration as shown on the Village' atlases, including but not limited to incorrectly shown connections between structures, pipes or manholes not shown on the atlases, sewers shown in the wrong location, etc. The written logs shall be completed in the field and shall contain the following information (at a minimum):

- Village Name
- Project Name
- Location of sewer line including street name and nearest address to upstream manhole and if the service is capped;

- Inspector's name and PACP certificate number;
- Date;
- Upstream and Downstream Manhole IDs;
- Direction of flow;
- Direction of inspection;
- Depth from rim to invert at the upstream and downstream ends of the sewer;
- Pipe size, type/material, joint spacing, and total length;
- Surface weather conditions;
- Photographs of specific severe defects and a representative sample of overall pipe condition;
- Manhole construction material
- Condition of Manhole
- Documented footage (from starting manhole) and clock orientation of all pipe defects, changes in pipe material, infiltration sources (including estimated flow rates in gallons per minute), service connections, root intrusion, mineral deposits, obstructions, protruding laterals, grease accumulation, back-pitched sections, off-set joints and any other abnormal conditions.

The digital logs should be on a thumb drive and folders in the thumb drive for each inspection report. The title of the project shall be placed in the first folder of the thumb drive and include the Municipality's name, project title, Contractor name, and date. A Table of Contents should be present and contain at a minimum: folder Number, Street Name, MH Start, MH Stop, Size, Length, Thumb drive ID Number.

The thumb drives shall be professionally labeled, showing the Village's name and the project title. Each inspection recording shall begin with a verbal explanation of the current date, project name, followed by the general location, manhole segment and direction of viewing and beginning footage count superimposed on the video signal. The footage counter and manhole segment shall appear throughout the entire video recording. The audio track, video, and inspection log shall all match. Provide an audio track describing all information documented in the inspection log.

Sewer Condition Evaluation

General – The Contractor shall review each CCTV inspection and log for the storm sewers, identify deficiencies in the storm sewers and manholes in need of repair,

and recommend sewer rehabilitation to correct each identified deficiency. The Contractor shall provide a storm sewer repair specialist experienced in CCTV inspection review to identify deficiencies and familiar with modern sewer repair technologies, including but not limited to all forms of in-situ repairs (cured-in-place lining, slip-lining, chemical grout, cementitious grout, etc.) and excavation repairs for both sewers and manholes.

Execution:

- CCTV inspection footage must be reviewed to complete the evaluation. Preparing evaluations based solely on the written inspection log is not allowed.
- Prior to conducting any review of the inspections, the Contractor's sewer repair specialist shall meet with the Public Works Director or his/her designee to become familiar with the Downers Grove forms, abbreviations to be used on the forms, and sewer repair strategies.
- The Contractor shall complete a "Sewer Footage Review" form (given to the awarded contractor) for each CCTV inspection reviewed (manhole to manhole). Each review shall identify all service connections, deficiencies requiring repair, and the footages from the upstream manhole to each. Each form must be filled out completely. Partially filled out forms will be rejected. The Contractor may use multiple forms for each CCTV inspection if needed, however only one inspection will be allowed on a form.
- The Contractor shall complete a "Sewer Repair" form for each discrete repair required for the deficiencies identified on the "Sewer Footage Review" form (Both forms will be given to the awarded contractor). A discrete repair may include cured-in-place lining, removal and replacement of one or more sections of sewer, sectional lining, service lateral repair, service lateral roots, etc. The Contractor should be aware that a single manhole-to-manhole sewer segment may include multiple discrete repairs. Each form must be filled out completely. Partially filled out forms will be rejected. The Contractor may use multiple forms for each CCTV inspection if needed, however only one inspection will be allowed on a form.
- NASSCO General Assignment of Pipe Condition Grades to be used on all line segments.
- PACP rating shall be used on all line segments. This shall include Structural, O&M and Overall ratings.

- PACP Quick Rating shall be used as an index listing segment from manhole to manhole; length; size; material; Structural, O&M, and Overall Rating.
- Village of Downers Grove will provide unique sewer line segments, if available, upstream manhole, downstream manhole to Contractor. This information is to be used on all deliverables.

Deliverables – The Contractor shall provide the Village of Downers Grove with a copy of each "Sewer Footage Review" and "Sewer Repair" digital form. Digital forms shall in digital files corresponding to each CCTV inspection. Indices, ratings, and reports are to be provided in .xls or .mdb and .pdf or in approved format by Village of Downers Grove.

Method of Measurement – This item will be measured in linear feet of CCTV sewer inspection reviewed from manhole to manhole.

Basis of Payment - Sewer Condition Evaluation: This item includes the review and evaluation (including sewer repair recommendations) of the CCTV inspections and logs by a sewer repair specialist and the preparation and delivery of "Sewer Footage Review" and "Sewer Repair" forms as specified. This item will be paid for as linear feet of Sewer Condition Evaluation.

Liquidated Damages

Time is of the essence to the contract. Should the Contractor fail to complete the work in a numbered sections by November 15th of each year of the contract in which the sections to be completed, or within such extended time as may have been allowed by the Village in its reasonable discretion, the Contractor shall be liable and shall pay to the Village $450 per day, not as a penalty but as liquidated damages, for each day of overrun past November 15th or such extended time as may have been allowed. The liquidated damages for failure to complete all sections by November 15th on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay 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 of the work, remaining incidental work, correction of work improperly completed, or repair of work 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.

Use of Village Water

Description: The use of the yard hydrant water at the Public Works Facility will be free of charge to the contractor. Beginning and ending readings when filling up with water will be required by the contractor from the meter that will be attached to the yard hydrant. Additionally, the Contractor's vehicle must have a fixed air gap between the fill pipe and the water tank, or one fabricated, in order to pass inspection. The contractor may also choose to rent a hydrant meter from the Village to use in-town at any hydrant. The contractor will not be billed for the water, but will the meter will come with a weekly rental fee (2 day minimum), one-time admin fee (due at the time of rental) and a 3 inch meter deposit. All fees are subject to change and any updated fees will be provided to the winning bidder at the time of contract award. The Contractor will be held responsible for damages done to hydrants, water mains and other water appurtenances while securing water.

Dump Site

The contractor will be allowed to dump the debris from cleaning at the Village owned transfer site. The location of the site near the Public Works facility will be given to the awarded contractor.

All questions concerning the bid shall be submitted in writing at least five working days prior to the bid opening via fax or email to the attention of John Valenti, (630) 434-5461 or jvalenti@downers.us. A written response in the form of an addendum may be issued in the Village's sole discretion.

Storm Sewer Maintenance Services - 2026

Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 6in to 12in - ROW	Linear Foot	44,389	$ 2.10	$ 93,216.90
CCTV Inspection & Pipe Cleaning – 15in to 18in - ROW	Linear Foot	24,227	$ 2.35	$ 56,933.45
Description	**Unit of Measure**	**Estimated Quantity**	**Unit Cost**	**Total Cost**
CCTV Inspection & Pipe Cleaning – 21in to 30in - ROW	Linear Foot	18,808	$ 3.15	$ 59,245.20
CCTV Inspection & Pipe Cleaning – 32in to 72in - ROW	Linear Foot	7,819	$ 5.00	$ 39,095.00
Total Pipe Cleaning & Inspection - ROW				$ 248,490.55
Description	**Unit of Measure**	**Estimated Quantity**	**Unit Cost**	**Total Cost**
CCTV Inspection & Pipe Cleaning – 6in to 12in – Rear/Side Yard	Linear Foot	21,879	$ 3.10	$ 67,824.90
CCTV Inspection & Pipe Cleaning – 15in to 18in – Rear/Side Yard	Linear Foot	9,063	$ 3.35	$ 30,361.05
CCTV Inspection & Pipe Cleaning – 21in to 30in – Rear/Side Yard	Linear Foot	8,333	$ 4.15	$ 34,581.95
CCTV Inspection & Pipe Cleaning – 32in to 72in – Rear/Side Yard	Linear Foot	4,505	$ 6.00	$ 27,030.00

Total Pipe Cleaning & Inspection – Rear/Side Yard				$ 159,797.90
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
Inlet Cleaning	Each	778	$ 50.00	$ 38,900.00
Inlet Inspection	Each	778	$ 50.00	$ 38,900.00
Manhole Cleaning	Each	662	$ 50.00	$ 33,100.00
Manhole Inspection	Each	662	$ 50.00	$ 33,100.00
Catch Basin Cleaning	Each	167	$ 100.00	$ 16,700.00
Catch Basin Inspection	Each	167	$ 50.00	$ 8,350.00
Description	Hourly Rate	Estimated Hours	Unit Cost	Total Cost
Heavy Cleaning	$	60	$ 450.00	$ 27,000.00
Emergency Response	$	16	$ 700.00	$ 11,200.00
Additional Unscheduled Cleaning 8" to 30"	$	40	$ 450.00	$ 18,000.00
Total Cleaning & Inspection	$			$ 225,250.00
Sewer Condition Evaluation 2026				$ 15,000.00
2026 TOTAL NET BID				$ 648,538.45

Storm Sewer Maintenance Services – 2027

Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 6in to 12in - ROW	Linear Foot	40,398	$ 2.35	$ 94,935.30
CCTV Inspection & Pipe Cleaning – 15in to 18in - ROW	Linear Foot	18,186	$ 2.65	$ 48,192.90
Description	**Unit of Measure**	**Estimated Quantity**	**Unit Cost**	**Total Cost**
CCTV Inspection & Pipe Cleaning – 21in to 30in - ROW	Linear Foot	9,506	$ 3.55	$ 33,746.30
CCTV Inspection & Pipe Cleaning – 32in to 72in - ROW	Linear Foot	9,535	$ 5.60	$ 53,396.00
Total Pipe Cleaning & Inspection - ROW				$ 230,270.50
Description	**Unit of Measure**	**Estimated Quantity**	**Unit Cost**	**Total Cost**
CCTV Inspection & Pipe Cleaning – 6in to 12in – Rear/Side Yard	Linear Foot	34,475	$ 3.50	$ 120,662.50
CCTV Inspection & Pipe Cleaning – 15in to 18in – Rear/Side Yard	Linear Foot	5,059	$ 3.75	$ 18,971.25
CCTV Inspection & Pipe Cleaning – 21in to 30in – Rear/Side Yard	Linear Foot	8,136	$ 4.70	$ 38,239.20

CCTV Inspection & Pipe Cleaning – 32in to 72in – Rear/Side Yard	Linear Foot	8,008	$ 6.75	$ 54,054.00
Total Pipe Cleaning & Inspection – Rear/Side Yard				$ 231,926.95
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
Inlet Cleaning	Each	738	$ 56.00	$ 41,328.00
Inlet Inspection	Each	738	$ 56.00	$ 41,328.00
Manhole Cleaning	Each	606	$ 56.00	$ 33,936.00
Manhole Inspection	Each	606	$ 56.00	$ 33,936.00
Catch Basin Cleaning	Each	76	$ 150.00	$ 11,400.00
Catch Basin Inspection	Each	76	$ 60.00	$ 4,560.00
Description	Hourly Rate	Estimated Hours	Unit Cost	Total Cost
Heavy Cleaning	$	60	$ 475.00	$ 28,500.00
Emergency Response	$	16	$ 750.00	$ 12,000.00
Additional Unscheduled Cleaning 8" to 30"	$	40	$ 475.00	$ 19,000.00
Total Cleaning & Inspection	$			$ 225,988.00
Sewer Condition Evaluation 2027				$ 18,500.00
2027 TOTAL NET BID				$ 706,685.45

Storm Sewer Maintenance Services - 2028

Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 8in to 12in - ROW	Linear Foot	34,173	$ 2.50	$ 85,432.50
CCTV Inspection & Pipe Cleaning – 15in to 18in - ROW	Linear Foot	22,103	$ 2.90	$ 64,098.70
Description	**Unit of Measure**	**Estimated Quantity**	**Unit Cost**	**Total Cost**
CCTV Inspection & Pipe Cleaning – 21in to 30in - ROW	Linear Foot	16,512	$ 4.50	$ 74,304.00
CCTV Inspection & Pipe Cleaning – 32in to 72in - ROW	Linear Foot	14,318	$ 7.50	$ 107,385.00
Total Pipe Cleaning & Inspection - ROW				$ 331,220.20
Description	**Unit of Measure**	**Estimated Quantity**	**Unit Cost**	**Total Cost**
CCTV Inspection & Pipe Cleaning – 8in to 12in – Rear/Side Yard	Linear Foot	17,718	$ 3.75	$ 66,442.50
CCTV Inspection & Pipe Cleaning – 15in to 18in – Rear/Side Yard	Linear Foot	6,796	$ 3.95	$ 26,844.20
CCTV Inspection & Pipe Cleaning – 21in to 30in – Rear/Side Yard	Linear Foot	7,326	$ 5.00	$ 36,630.00

CCTV Inspection & Pipe Cleaning – 32in to 72in – Rear/Side Yard	Linear Foot	4,083	$ 7.25	$ 29,601.75
Total Pipe Cleaning & Inspection – Rear/Side Yard				$ 159,518.45
Description	**Unit of Measure**	**Estimated Quantity**	**Unit Cost**	**Total Cost**
Inlet Cleaning	Each	635	$ 65.00	$ 41,275.00
Inlet Inspection	Each	635	$ 65.00	$ 41,275.00
Manhole Cleaning	Each	624	$ 65.00	$ 40,560.00
Manhole Inspection	Each	624	$ 65.00	$ 40,560.00
Catch Basin Cleaning	Each	85	$ 175.00	$ 14,875.00
Catch Basin Inspection	Each	85	$ 75.00	$ 6,375.00
Description	Hourly Rate	Estimated Hours	**Unit Cost**	**Total Cost**
Heavy Cleaning	$	60	$ 550.00	$ 33,000.00
Emergency Response	$	16	$ 850.00	$ 13,600.00
Additional Unscheduled Cleaning 8" to 30"	$	40	$ 550.00	$ 22,000.00
Total Cleaning & Inspection				$ 253,520.00
Sewer Condition Evaluation 2028				$ 20,000.00
2028 TOTAL NET BID				$ 764,258.65
2026-2028 Total Net Bid				$ 2,119,482.55

Alternate Pricing – Pricing Outside the Bid Spec

Private Resident Pricing

Description	Hourly Rate	Estimated Hours	Total Cost
Private Resident Pricing. Cleaning 6 inches to 30 inches. Agreement between contractor and resident. Work done on an agreed time & date within 2 weeks	$ 650.00	40	$ 26,000.00

2027 Percent Increase: 5 %

2028 Percent Increase: 5 %

Pipe Grout Pricing Per Hour as Needed – Village Urgent Repair of Storm Pipe on an as Need Basis Grouting Run Would be 200 Linear Feet or Less

Description	Unit of Measure	Hourly Rate	Total Cost
2026 - Urgent Repair of Storm Pipe - **ROW**	200 Linear Feet and Below	$ 750.00	$ TBD
2026 - Urgent Repair of Storm Pipe – **Rear and Side Yard**	200 Linear Feet and Below	$ 850.00	$ TBD

2027 Percent Increase ROW: 5 %

2027 Percent Increase Rear and Side Yard: 5 %

2028 Percent Increase ROW: 5 %

2028 Percent Increase Rear and Side Yard: 5 %

Pipe Lining Pricing Per Linear Foot – Village
Urgent Repair of Storm Pipe on an as Need Basis
Lining Run Would be 200 Linear Feet or Less

Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
Pipe Lining – 6in ROW	Linear Foot	200 LF or Less	$ 55.00	$ 11,000.00
Pipe Lining – 6in Rear & Side Yard	Linear Foot	200 LF or Less	$ 60.00	$ 12,000.00
Pipe Lining – 8in ROW	Linear Foot	200 LF or Less	$ 45.00	$ 9,000.00
Pipe Lining – 8in Rear & Side Yard	Linear Foot	200 LF or Less	$ 50.00	$ 10,000.00
Pipe Lining – 10in ROW	Linear Foot	200 LF or Less	$ 50.00	$ 10,000.00
Pipe Lining – 10in Rear & Side Yard	Linear Foot	200 LF or Less	$ 55.00	$ 11,000.00
Pipe Lining – 12in ROW	Linear Foot	200 LF or Less	$ 55.00	$ 11,000.00
Pipe Lining – 12in Rear & Side Yard	Linear Foot	200 LF or Less	$ 65.00	$ 13,000.00
Pipe Lining – 15in ROW	Linear Foot	200 LF or Less	$ 65.00	$ 13,000.00
Pipe Lining – 15in Rear & Side Yard	Linear Foot	200 LF or Less	$ 75.00	$ 15,000.00
Pipe Lining – 18in ROW	Linear Foot	200 LF or Less	$ 75.00	$ 15,000.00
Pipe Lining – 18in Rear & Side Yard	Linear Foot	200 LF or Less	$ 85.00	$ 17,000.00
Pipe Lining – 21in ROW	Linear Foot	200 LF or Less	$ 110.00	$ 22,000.00
Pipe Lining – 21in Rear & Side Yard	Linear Foot	200 LF or Less	$ 125.00	$ 25,000.00
Pipe Lining – 24in ROW	Linear Foot	200 LF or Less	$ 200.00	$ 40,000.00

Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
Pipe Lining – 24in Rear & Side Yard	Linear Foot	200 LF or Less	$ 250.00	$ 50,000.00
Pipe Lining – 27in ROW	Linear Foot	200 LF or Less	$ 225.00	$ 45,000.00
Pipe Lining – 27in Rear & Side Yard	Linear Foot	200 LF or Less	$ 275.00	$ 55,000.00
Pipe Lining – 30in ROW	Linear Foot	200 LF or Less	$ 250.00	$ 50,000.00
Pipe Lining – 30in Rear & Side Yard	Linear Foot	200 LF or Less	$ 300.00	$ 60,000.00
Pipe Lining – 33in ROW	Linear Foot	200 LF or Less	$ 275.00	$ 55.000.00
Pipe Lining – 33in Rear & Side Yard	Linear Foot	200 LF or Less	$ 325.00	$ 65,000.00
Pipe Lining – 36in ROW	Linear Foot	200 LF or Less	$ 375.00	$ 75,000.00
Pipe Lining – 36in Rear & Side Yard	Linear Foot	200 LF or Less	$ 350.00	$ 70,000.00
Pipe Lining – 42in ROW	Linear Foot	200 LF or Less	$ 400.00	$ 80,000.00
Pipe Lining – 42in Rear & Side Yard	Linear Foot	200 LF or Less	$ 450.00	$ 90,000.00
Pipe Lining – 48in ROW	Linear Foot	200 LF or Less	$ 450.00	$ 90,000.00
Pipe Lining – 48in Rear & Side Yard	Linear Foot	200 LF or Less	$ 500.00	$ 100,000.00
Pipe Lining – 54in ROW	Linear Foot	200 LF or Less	$ 500.00	$ 100,000.00
Pipe Lining – 54in Rear & Side Yard	Linear Foot	200 LF or Less	$ 550.00	$ 110,000.00
Pipe Lining – 60in ROW	Linear Foot	200 LF or Less	$ 550.00	$ 110,000.00
Pipe Lining – 60in Rear & Side Yard	Linear Foot	200 LF or Less	$ 600.00	$ 120,000.00
Pipe Lining – 66in ROW	Linear Foot	200 LF or Less	$ 600.00	$ 120,000.00

Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
Pipe Lining – 66in Rear & Side Yard	Linear Foot	200 LF or Less	$ 650.00	$ 130,000.00
Pipe Lining – 72in ROW	Linear Foot	200 LF or Less	$ 650.00	$ 130,000.00
Pipe Lining – 72in Rear & Side Yard	Linear Foot	200 LF or Less	$ 700.00	$ 140,000.00

Percent price increases will be for all sizes ROW and Rear/Side Yard:

2027 Percent Increase ROW: 10 %

2027 Percent Increase Rear and Side Yard: 10 %

2028 Percent Increase ROW: 10 %

2028 Percent Increase Rear and Side Yard: 10 %

V. Bid / 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

Bidder

Company Name	National Power Rodding Corp.
Street Address of Company	2500 W Arthington St.
City, State, Zip	Chicago, IL 60612
Business Phone	312-666-7700
Business Fax	312-666-5810
Date	April 28, 2026
Email Address	office@nationalpowerrodding.com
Contact Name (Print)	Todd O. Shobayo
13-Hour Telephone	312-666-7700
Signature of Officer, Partner, or Sole Proprietor	
Print Name & Title	William T. Kreidler, President

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.

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 a form W-9 to assist us in meeting our I.R.S. reporting requirements. The W-9 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. The Village will not issue any payments until a completed W-9 has been provided to the Village.

You may access the Form W-9 via the following link:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
National Power Rodding Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2500 W. Arthington St.

Requester's name and address (optional)

6 City, state, and ZIP code
Chicago, IL 60612

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
3 6 – 2 9 3 3 1 4 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ William T. Kreidler, President Date ▶ 4/28/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Bidder's Certification (page 1 of 4)

With regard to this Call for Bids), the undersigned Bidder hereby certifies the following:

01. Bidder 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);
02. Bidder certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
03. If applicable, Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site

in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;

04. Bidder 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.

05. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder 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. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BY:

Bidder's Authorized Agent Signature William T. Kreidler, President

Subscribed and sworn to before me on this 28th day of, April 2026

Amanda Mza Camarena
Notary Public

OFFICIAL SEAL
AMANDA MEZA CAMARENA
Notary Public, State of Illinois
Commission No. 1020590
My Commission Expires
November 06, 2029

Bidder's Certification (page 2 of 4)
(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of National Power Rodding Corp (Insert Legal Business Name) and the full names of its Officers are as follows:

William T. Kreidler
President

Kathleen Owens
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 Bylaws 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 an LLC organized and existing under the laws of the State of ____, which operates under the legal name of _____ (Insert Legal Business Name), and the full names of its managers or members are as follows:

_____
Manager or Member

Bidder's Certification (page 3 of 4)

_____
Manager or Member

_____
Manager or Member

_____
Manager or Member

(c) Partnership

Names and Addresses of All Members of Partnership:

Enter Name and Address

The partnership does business under the legal name of: _____ (Insert Legal Business Name) which name is registered with the office of _____ (Insert Office Name) in the State of ____.

(d) Sole Proprietor

The Bidder is a Sole Proprietor whose full name is: _____ (Insert Sole Proprietor Name) and if operating under a trade name, said trade name is: _____ (Insert Trade Name) which name is registered with the office of _____ (Insert Office Name) in the State of ____.

Bidder's Certification (page 4 of 4)

01. Are you willing to comply with the Village's preceding insurance requirements within 10 days of the award of the contract? YES NO (circle one)

Insurer's Name	Zurich American Insurance Company
Agent	Arthur J Gallagher Risk Management Services, Inc.
Address	2850 Gold Road
City, State, Zip	Rolling Meadows, IL 60008
Business Phone	800-747-3719

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

National Power Rodding Corp.
Print Name of Company

William T. Kreidler, President
Print Name and Title of Authorizing Signature

Signature

April 28, 2026
Date

TRAVELERS
Insurance. In-Synch.℠

Peter S. Forker
Attorney-in-Fact - Construction Services
Bond & Financial Products
One Tower Square, Hartfortd, CT 06183
Telephone: (312) 294-5484
peter_forker@ajg.com

March 11, 2026

RE: PREQUALIFICATION LETTER

Contractor: NATIONAL POWER RODDING CORP.
2500 W. Arthington Street, Chicago, IL 60612

To Whom It May Concern:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a Connecticut Corporation, is the surety company for NATIONAL POWER RODDING CORP. At the present time, we are providing NATIONAL POWER RODDING CORP. with a bond program of $15,000,000 for a single project and $50,000,000 aggregate with a current available bonding capacity of approximately $25,000,000. We consider them to be a high-quality construction organization and a very valuable client/partner and wouldn't hesitate to recommend NATIONAL POWER RODDING CORP. to any owner or architect on any construction contract.

We may comment only favorably on the ability of NATIONAL POWER RODDING CORP. to push a project through to completion on or before the deadline set by the owner, architect, or engineer. During the time we have serviced NATIONAL POWER RODDING CORP. has consistently met all of its obligations and the company's excellent track record has resulted in many repeat contracts.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereby agrees if NATIONAL POWER RODDING CORP. is awarded a contract, we are prepared to underwrite the required 100% Performance and Payment bonds, subject to acceptable details and bond forms.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA is authorized to transact business in all fifty (50) states with a Treasury Listing of $225,563,000 and is rated A++ XV by A.M. Best Company.

Should you desire more information on our bonding relationship with NATIONAL POWER RODDING CORP. please do not hesitate to contact us.

Yours truly,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Peter S. Forker
Attorney-In-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Suspension or Debarment Certificate

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 $25,000.00. Contractors receiving individual awards for $25,000.00 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 Bidder certifies to the best of its knowledge and belief, that the company and its principals:

01. 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;
02. 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;
03. 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
04. 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 Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name	National Power Rodding Corp.
Address	2500 W Arthington St.
City, State, Zip	Chicago, IL 60612
Phone Number	312-666-7700
Fax Number	312-666-5870
Email Address	office@nationalpowerrodding.com

Authorized Company Signature

William T. Kreidler
Print Official Name

President
Title of Official

April 28, 2026
Date

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. Return this with the Bid. This Certification will be used to determine the lowest responsible bidder in accordance with the Village Council Policy regarding Purchasing Procedures.**

Chicagoland Laborers' District Council Labor Training & Apprenticeship Fund

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.

(1 of 2)

Certificate of Compliance

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

Signature _____

Company Name National Power Rodding Corp.

Title William T. Kreidler, President

Date April 28, 2026

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 _____

(2 of 2)

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:
Bidder to complete the Buy America Certification on the page below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

(1 of 2)

Certificate of Compliance

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

Signature _____

Company Name National Power Rodding Corp.

Title William T. Kreidler, President

Date April 28, 2026

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 _____

(2 of 2)

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 bid 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

William T. Kreidler, President

Print Name

(1 of 2)

❑ 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

_____
Print Name

(2 of 2)

Village of Downers Grove
Contractor Evaluation

Contractor: National Power Rodding Corporation

Project: Storm Sewer Maintenance Services

Primary Contact: Todd Shobayo Phone: 312-248-8334

Time Period: 2021-2025

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives: Communication with contractor was good.

Interaction with public:

☐ Excellent ☒ Good ☐ Average ☐ Poor

No comments reported

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Reviewers: John Tucker – Street Superintendent

Date: January 2, 2026