



Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Council Agenda item.

Subject	Approval of Contract for Emergency Replacement of Failed Water Meter Transmitting Units
Submitted By	David Moody, Public Works Director

Synopsis

A motion is requested to award a contract for the emergency replacement of approximately 1,650 Water Meter Transmitting Units (MTUs) to Water Services Company of Illinois, Inc., in the amount of \$87,556.50

Strategic Plan Alignment

The Goals for 2025 to 2027 include *Exceptional Municipal Services* and *Top Quality Infrastructure*.

Fiscal Impact

This is an unplanned, emergency replacement project that was not budgeted. However, there are sufficient funds in the Water Fund to cover these services.

Recommendation

Approval on the August 18, 2026 Consent Agenda.

Background

The Village of Downers Grove uses a wireless fixed network to collect water usage information for the Village’s water billing system. One component of the wireless fixed network is the Meter Transmitting Unit (“MTU”). MTUs transmit water usage readings from the water meter located on homes and buildings to the Village so as to enable the Village to generate an accurate water utility bill. Almost all of the MTUs were replaced in 2015. The MTUs installed in 2015 have a full 15-year warranty that is prorated to 20 years.

Following the 2025-2026 winter, staff began to see a significant number of MTUs fail. Failed MTUs no longer transmit a water meter reading, which results in the Village having to estimate water bills based upon effected customers’ historical water usage.

At the end of July there were approximately 1300 MTUs that had failed and need to be replaced. The Village anticipates that more MTUs may fail in the upcoming months. ACLARA, the manufacturer of MTUs, is providing replacements for these MTUs at no cost to the Village in accordance with the terms of the warranty. The MTU warranty does not cover the labor necessary to replace a failed MTU. Given the number of MTUs requiring replacement, the Village needs a contractor to assist with installing the replacement MTUs. Due to the emergency nature of this issue, Village staff issued a Request for Proposals, and sent it to four (4) firms that were able to install ACLARA MTUs. Pricing information is summarized in the table below.

VENDOR	UNIT PRICE	1,650 UNITS	
Water Services Company	\$53.07	\$87,565.50	LOW COST PROPOSAL
HBK	\$78	\$128,700	
Professional Meters	\$110.73	\$182,704.50	
Calumet City Plumbing	\$165	\$272,250	

Staff recommends award of a one-year contract with Water Services Company for the emergency replacement of approximately 1,650 failed MTUs. Water Services Company worked with the Village back in 2002-2004 on the installation of the current water meters, and also received a positive reference from the City of Evanston.

Attachments

Agreement



Village of Downers Grove

Request for Proposal (Professional Services)

Table 1. General information regarding this request for proposal.

Name of Proposing Company	
Project Name	MTU INSTALLATION
Project Number	RFP-073126-0-2026/DM
Proposal Due	Thursday, August 6, 2026 @ 2:30 PM

Required of Awarded Proposer

Table 2. Required information for the awarded proposer.

Deposit:	
Performance Bond/Letter of Credit:	
Certificate of Insurance	YES
Date Issued	07/31/2026 @ 2:30 PM
Total Number of Pages	35

Email one (1) digital copy with the Proposal Name/Number as noted above to:

DAVID MOODY
 PUBLIC WORKS DIRECTOR
 Village of Downers Grove
 5101 WALNUT AVE
 Downers Grove, IL 60515
 Phone: 630/434-5460
 Fax: 630/434-5495
dmoody@downers.us

The Village of Downers Grove will receive proposals Monday thru Friday, 7:30 A.M. to 4:30 P.M. at Public Works, 5101 Walnut St., 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 proposals, to waive technicalities and to accept or reject any item of any proposal.

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

- I. Request for Proposals
- II. Terms & Conditions
- III. Detailed Specifications
- IV. Proposer's Response to RFP (Professional Services)
- V. Proposal/Contract Form

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

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

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

I. Request for Proposals

General

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

Preparation of Proposal

01. It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.

Do not submit a proposed contract. Upon acceptance by the Village, this RFP 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 Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.

03. 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.
04. All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
05. The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

Modification or Withdrawal of Proposals

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 Proposer, up to the time set for the Proposal opening, by a letter bearing the signature of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

Reserved Rights

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

II. Terms and Conditions

Village Ordinances

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

Indemnity and Hold Harmless Agreement

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

negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

Nondiscrimination

01. Proposer 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 Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 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.
02. It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans with Disabilities Act, 42 U.S.C. Sec. 12101 et seq.

Sexual Harassment Policy

01. The Proposer, 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 Proposer'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 Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:
 - 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 Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 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 Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights 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

Proposer, 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 Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
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 Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the

penalties that may be imposed upon employees for drug violations.

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.

Patriot Act Compliance

01. The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees,

agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Insurance Requirements

01. The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
 - a. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed, with a waiver of subrogation against the Village;
 - b. Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - c. Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - d. Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

- g. Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 02. The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 03. As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

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 Proposer 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 Proposer'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 Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer 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 Proposer

within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60-day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60-day period, until final payment is made.

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 Proposer 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 David Moody, Public Works Director, Public Works, 5101 Walnut Ave., Downers Grove, IL 60515.

Relationship Between the Proposer and the Village

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

Standard of Care

01. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
02. If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within

one (1) year from the completion of Proposer's services for the Project.

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

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 Proposer 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 Proposer as designated in the Contract Form.

Cooperation with FOIA Compliance

01. Proposer acknowledges that the Freedom of Information Act does apply to public records in possession of the Proposer or a subcontractor. Proposer 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 Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

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 Proposer shall be readily accessible to and usable by individuals with disabilities when required by 28 CFR 35.200, et seq.

Prevailing Wage

01. 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.
02. 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, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage

rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.

03. Since this is a contract for a 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. Because 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 IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Filing false records is a Class A misdemeanor.
05. 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.
06. Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS

130/1 et seq.

Substance Abuse on Prevention of Public Works Projects Act

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

III. Detail Specifications

The Village of Downers Grove is seeking proposals to install approximately 1,650 ACLARA 3451-012-DBW single port Meter Transmitting Units (MTUs). The Village will provide the MTUs. The contractor shall provide all labor, tools, materials, and transportation required to install and program the new MTUs. The contractor shall remove the old MTU, connect existing wires to the new MTU and install the new MTU in the existing location. Once installed, the contractor shall program the MTU to correctly send out water meter readings and verify that the MTU is communicating properly and transmitting a valid meter reading. A wiring diagram will be provided to the Contractor by the Village. MTU's that have been removed shall be returned to the Village.

The MTUs to be replaced are installed on the outside of Village water customer buildings and residences. The contractor will not be responsible for scheduling appointments. Residents will be notified by Village staff through mailed letters and door hangers before the work begins. Additionally, the contractor shall attempt to communicate with a water customer by ringing the water customer's doorbell and/or knocking on the water customer's door before performing MTU replacement and notify the water customer of why the contractor is on site before attempting to replace the MTU. Where a water customer does not answer the door or otherwise acknowledge the contractor's attempt to speak with the water customer, the contractor may replace the MTU where accessible and leave a door hanger advising that the MTU has been replaced. The contractor shall notify the Village of any locations where MTUs cannot be located, or access is blocked.

ALTERNATE MOUNTING LOCATIONS

When installation in the existing location is not possible, the MTU shall be installed in another location on the outside wall of the home.

DOCUMENTATION

The Contractor shall notify the Village of the address and new MTU ID number the same day the MTU was replaced and provide photo documentation of the existing

conditions and new MTU installation (before and after photos). This documentation shall be through the Lucity Asset Management program that is used by the Village of Downers Grove, which the Village IT staff will provide and coordinate access with the contractor. The contractor shall attempt to turn off the MTU while on site and return the old MTUs to the Village of Downers Grove on a weekly basis.

The Village will confirm that each replaced MTU is accurately communicating with the Village's system. Contractor shall replace or reprogram, as may be applicable, any MTU that was replaced by Contractor but failed to communicate with the Village. Contractor shall bear all costs relative to the replacement or reprogramming of each MTU that failed to communicate with the Village's system.

PERSONNEL

All personnel performing installations shall be trained and experienced in the installation and programming of ACLARA MTUs. Contractor personnel shall wear company identification and maintain professional conduct while working in the Village.

PROPERTY PROTECTION

The Contractor shall exercise care to avoid damage to structures, landscaping, utilities, and private property. Contractor shall be responsible for any damage to property caused by Contractor.

SCHEDULE

The Village desires installations to begin at the end of August and be completed as quickly as possible. The Contractor shall provide an anticipated project schedule including: mobilization date, average weekly production rate, estimated completion date.

PRICING

The work quoted shall be prevailing wage as required by the Illinois Prevailing Wage Act. Please provide an all-inclusive cost (per MTU) to perform this work. Payment shall be based on MTUs that are installed, programmed, documented, and verified as communicating properly.

ITEM	UNIT PRICE	1,650 UNITS
MTU INSTALL & PROGRAM	\$ 53.07	\$ 87,565.50

IV. Proposer's Response to RFP (Professional Services)

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

V. Proposal / Contract Form

This proposal, when accepted and signed by an authorized signatory of the Village of Downers Grove, shall become a contract binding upon both parties.

Entire Block Must Be Completed When a Submitted Proposal Is to Be Considered for Award.

Proposer

Table 3. Proposer contact information.

Company Name	Water Services Company of Illinois, Inc.
Street Address of Company	848 Olive St.
City, State, Zip	Elgin, Illinois, 60120
Business Phone	847-697-6623
Business Fax	N/A
Date	08/03/2026
Email Address	Bret@waterservicescompany.com
Contact Name (Print)	Bret Pedone
13-Hour Telephone	847-514-6504
Signature of Officer, Partner, or Sole Proprietor	
Print Name & Title	Bret Pedone - Vice 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.

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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	Water Services Company of Illinois, INC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>		
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
5 Address (number, street, and apt. or suite no.). See instructions. 848 Olive St 6 City, state, and ZIP code Elgin, IL 600120 7 List account number(s) here (optional)		Requester's name and address (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 <i>How to get a TIN</i> , later.																					
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																					
Social security number <table border="1" style="width: 100%;"> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> </table> or Employer identification number <table border="1" style="width: 100%;"> <tr> <td style="width: 25px; height: 25px;">3</td> <td style="width: 25px; height: 25px;">6</td> <td style="width: 25px; height: 25px;">-</td> <td style="width: 25px; height: 25px;">3</td> <td style="width: 25px; height: 25px;">3</td> <td style="width: 25px; height: 25px;">9</td> <td style="width: 25px; height: 25px;">2</td> <td style="width: 25px; height: 25px;">9</td> <td style="width: 25px; height: 25px;">5</td> <td style="width: 25px; height: 25px;">4</td> </tr> </table>												3	6	-	3	3	9	2	9	5	4
3	6	-	3	3	9	2	9	5	4												

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 Date _____

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Proposer's Certification (page 1 of 4)

With regard to this request for proposal, Proposer (insert name of Proposer)

Bret Pedone - Vice President | Water Services Company of Illinois, Inc.

hereby certifies the following:

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

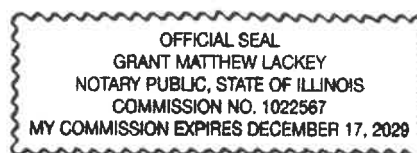
BY: Bret Pedone - Vice President

Proposer's Authorized Agent Signature

Subscribed and sworn to before me on this 03 day of August, 2026.



Notary Public



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

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois *(enter State)*, which operates under the Legal name of *(insert legal business name)*, Water Services Company of Illinois, Inc. and the full names of its Officers are as follows:

Michael Pedone
President

Bret Pedone
Secretary

Bret Pedone
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 *(enter State)*, 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

Proposer'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 *(enter office name)* _____,
 in the State of *(enter State)* _____.

(d) Sole Proprietor

The Proposer 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 *(enter office name)* _____, in the State of *(enter State)*
 _____.

Proposer'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?

Select One.

☒ YES

☐ NO

Table 4. Insurance contact information.

Insurer's Name	Arachas Insurance Group
Agent	Missy Gruben
Address	852 W Bartlett Rd.
City, State, Zip	Bartlett, Illinois, 60103
Business Phone	630-289-4410

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

Water Services Company of Illinois, Inc.

Print Name of Company

Bret Pedone - Vice President

Print Name and Title of Authorizing Signature



Signature

08/03/2026

Date

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

Table 5. Proposer's company information.

Company Name	Water Services Company of Illinois, Inc.
Address	848 Olive St.
City, State, Zip	Elgin, Illinois, 60120
Phone Number	847-697-6623
Fax Number	N/A
Email Address	Bret@waterServicesCompany.com



Authorized Company Signature

Bret Pedone

Print Official Name

Vice President

Title of Official

08/03/2026

Date

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:

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


Signature

Bret Pedone - Vice President

Print Name

☐ Proposer/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