

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**6/17/2025**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Approval of Contract to complete a Facility Condition Assessment and Maintenance Plan	Mike Baker Deputy Village Manager

### **SYNOPSIS**

A Resolution has been prepared approving a contract with McKinstry to complete a Facility Condition Assessment and Maintenance Plan in the amount of \$67,000 for Phase I.

### **STRATEGIC PLAN ALIGNMENT**

The Village strategic goals include *Exceptional Municipal Services*.

### **FISCAL IMPACT**

The FY25 Major Buildings Fund includes budgeted amounts for the costs associated with this contract.

### **RECOMMENDATION**

#### **UPDATE & RECOMMENDATION**

This item was discussed at the June 10, 2025 Village Council meeting. Staff recommends approval on the June 17, 2025 Consent Agenda.

### **BACKGROUND**

The Village is responsible for the maintenance and operation of seven major facilities (Civic Center, fleet garage, public works building, and four fire stations) as well as two train stations (Main Street and Fairview). It is estimated that the replacement value of these facilities is in excess of \$100 million.

The Village strives to maintain facilities:

- In an effective and financially sustainable manner;
- In a manner that provides a safe, professional, and comfortable working environment and reduces the lifetime cost of ownership;
- To a pre-determined high level of service and quality that employees and the public feel comfortable in and take pride in; and
- In a manner that reflects and achieves the Village's environmental sustainability goals and objectives, as reflected in the recently adopted Environmental Sustainability Plan.

In order to effectively further these objectives, the Village recommends engaging McKinstry to assist in the preparation of a comprehensive facility condition assessment and maintenance plan (FCA). The FCA will determine funding requirements and priorities necessary for effective operating and capital maintenance of Village facilities, including the implementation of the related Environmental Sustainability Plan actions.

The contract recommended for approval represents the first of a multi-phase process that McKinstry has proposed, which will result in completion of this plan. This first phase will include physical walk-throughs of all facilities by facility maintenance experts and Village staff, along with data collection and analysis, and preparation of an asset management dashboard to guide future decision-making. The remaining phase(s), which will require additional contract approval by the Village Council, will use Phase I data to develop the future maintenance plans that incorporate Environmental Sustainability Plan recommendations and actions.

In order to determine the most qualified firm to assist with this work, the Village issued a request for qualifications and received 23 responses. An interdepartmental staff team reviewed the qualifications and selected five firms to be interviewed. Following the interview process, McKinstry was selected as the preferred firm and the Village requested a cost proposal and detailed scope of work.

#### **ATTACHMENTS**

Resolution

Contract

**RESOLUTION NO.****A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR WITH MCKINSTRY ESSENTION, LLC**

BE IT RESOLVED by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a proposed Agreement (the "Agreement") between the Village of Downers Grove (the "Village"), and McKinstry Essention, LLC (the "Provider") providing for services related to facility condition assessment & planning, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

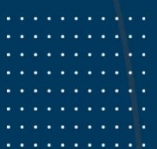
4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk



# Village of Downers Grove

## FACILITY CONDITION ASSESSMENT & PLANNING

Downers Grove, IL  
May 23, 2025

TOGETHER, BUILDING A THRIVING PLANET



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# 1

## Overview

### 1. Objectives

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# Overview

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In support of the Village of Downers Grove Illinois' (the Village's) commitment to proactive capital planning, asset management, maintenance, sustainability integration, and reduction of total lifecycle costs for facility operations, the following outlines outcomes that define a successful pursuit of these goals.

## KEY OUTCOMES

- ✓ Gain a clear understanding of current asset conditions Village-wide.
- ✓ Define asset conditions within the context of:
  - Asset Condition: Ranking based on age of asset, type of asset, use, etc.
  - Observed Remaining Life: Ranking based on observed actual condition of the asset including knowledge from Village staff directly related to operation and maintenance of the asset.
  - Operations Impact: Degree of impact on Village operations if a given asset were to fail.
  - Maintenance Impact: Degree of impact on Village maintenance workload, budget, etc. if asset was to be replaced or improved in condition.
  - Sustainability Impact: Alignment potential with Guiding DG Sustainability document if asset was to be replaced and/or potential for progress in sustainability goals by transitioning to different asset conditions/type.
  - Replacement Cost: Baseline replacement cost estimate to replace asset with like-for-like asset (hard costs only – design, engineering, labor not included).
- ✓ Store asset data using methods that preserve asset data integrity and allow various Village staff to fortify their duties through access to said data.
- ✓ Understand energy efficiency and sustainability-related opportunities Village-wide directly related to the Village's Guiding DG documents. This may be captured through energy audits, electrification analyses, renewable energy feasibility assessments, and other studies.
- ✓ Integrate asset condition data with energy efficiency and sustainability-related data, prioritizing low-hanging fruit for budget planning and cost savings initially, then supplementing with targeted plans for modernization and decarbonization transition projects. These targeted efforts may relate to multiple assets or asset systems to create a strategic vision for timing investments with asset lifecycles to redesign and engineer building systems most efficiently and cost effectively.
- ✓ Create a schedule of preventative maintenance measures to extend useful life of Village assets in an easy-to-use format. Cost estimate resource needs to maintain preventative maintenance program related to internal staffing and capabilities, existing vendor maintenance contracts, equipment needs (parts and pieces), etc.
- ✓ Define a clear workflow for integrating preventative maintenance activities with reactive work order needs (equipment breakdowns, staff/public service requests, etc.)
- ✓ Note significant gaps in ability to meet preventative maintenance and proactive operational measures for future consideration by Village leadership.

# Overview

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- ✓ Consider future tools to help manage and process preventative maintenance measures, such as a computerized maintenance management system (CMMS).
- ✓ Align data from asset conditions, sustainability, and preventative maintenance with the Village's annual Long Range Planning updates and budgeting process to ensure strategic alignment and fiscal preparedness.
- ✓ Monitor opportunities to leverage funding from local, state, and federal sources to fortify these efforts. These fundings opportunities may serve as leading indicators for timing certain activities and investments (e.g., availability of federal tax credits for renewable energy, etc.).





# 2

## Work Details

1. Scopes of Work

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2. Timelines

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## Work Details

To achieve the objectives outlined in Section 1, the below scope of work has been defined. This scope of work has been defined in stages. Activities may be shifted from phase to phase or altered in consultation with McKinstry to best meet budget availability, staffing capacity and availability for project management, and Village prioritization of activities. All scopes of work are for the following Village facilities:

FACILITY NAME	ADDRESS	SQUARE FOOTAGE
Public Works Facility	5101 Walnut Avenue	59,000
Fire Station #101	2560 Wisconsin Avenue	7,500
Fire Station #102	5420 Main Street	30,000
Fire Station #103	3900 Highland Avenue	18,500
Fire Station #105	6701 Main Street	11,250
Civic Center	850 Curtiss Street	80,000
Fleet Maintenance Facility	650 Curtiss Street	18,000

## SCOPES OF WORK OVERVIEW & TIMELINES

1. **Phase 1 – Asset Assessment & Evaluation:** This phase will serve to prioritize Facility Condition Assessment (FCA) activities including, physical walkthroughs, data collection and analysis, setup of Reveal™ asset management dashboard, initial 2026-only sustainability and preventative maintenance activities. This phase prioritizes asset data so that the Village may use this data to direct focus on future phase activities to yield the most aligned outcomes with Village strategic priorities while also fitting 2025 budget availability and timelines associated with 2026 budget creation.

**Timeline:** To be completed in no more than 3 months from contract signing.

2. **Phase 2 – Sustainability & Preventative Maintenance Advancement \*FOR FUTURE CONSIDERATION\*:** This phase will serve to prioritize lessons learned from collected and synthesized asset data in Phase 1 to drive a more focused and strategic evaluation of sustainability initiatives related to facilities operations and building systems. This includes a solar PV feasibility assessment, detailed 5-year outlook for aligning asset replacements with sustainability priorities (2026 would be addressed in Phase 1), indicators for major projects such as electrification priorities, etc. This phase may include additional onsite evaluations.

**Timeline:** *\*Estimated\** To be completed in no more than 6 months from contract signing.

3. **Potential Phase 3 \*FOR FUTURE CONSIDERATION\*:** While not defined at this time could exist to support advanced studies or specific engineering needs. For example, Phases 1 and 2 may indicate a desire to perform a detailed decarbonization roadmap or an advanced evaluation of preventative maintenance vendor contracts to screen for accuracy, renegotiation, etc.

**Timeline:** To be determined.

## Phase 1 – Asset Assessment & Evaluation Scope of Work

1. *Documentation Review and Interviews with Key Onsite Personnel*
  - a. Review available documents (e.g., floor plans, warranties, service agreements, facility reports, CMMS data, etc.) to gain familiarity with the facilities and verify the accuracy of information collected versus existing data.

# Work Details

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- b. Identify leaders of Asset Management & Capital Planning to make up the “Project Team.”
- c. Review current facility asset management & capital planning processes.
  - Interview onsite occupants and maintenance staff to gather critical information on historic performance and known deficiencies.

## 2. Walkthrough Survey by Team of Field Observers

- a. Collect nameplate data and other available information as needed to establish a database of asset inventory. For buildings built within the last 2 years, drawings and asset documents will be consulted primarily for data collected to aid in meeting project budgetary goals.
- b. Use non-invasive, non-destructive observation methods to determine estimated remaining life and current condition of each building system or asset in collaboration with facility team with consideration given to the unique operational needs of each facility and/or department.
- c. Identify major building and maintenance deficiencies.
- d. Building elements to be surveyed include major mechanical, electrical, plumbing, fire and life safety, interior finish (high level only- e.g., 5,000 sq. ft. total of carpet installed ~2010), building envelope, and site/civil assets and systems.
- e. Note projects that can support Guiding DG objectives related to energy and sustainability at a high-level to inform immediate 2026 needs for budget use. Future projects would be addressed in Phase 2 to meet project budgetary and timeline goals.
- f. Note high-priority maintenance needs for 2026 budget use. Future needs and measures would be addressed in Phase 2 to meet project budgetary and timeline goals.

## 3. Estimating and Analysis

- a. Provide opinion of probable cost of replacement for each asset surveyed.
- b. Assign scoring values for each asset to be used in determining asset criticality and prioritizing capital funds and maintenance plans, namely:
  - Asset Condition
  - Observed Remaining Life
  - Operational Impact
  - Maintenance Impact
  - Sustainability Impact
  - Replacement Cost

## 4. Facility Condition Assessment Report Preparation and Presentation

# Work Details

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- a. Compile all field observation reports, interview notes, cost estimates and other analysis into the following deliverables:

- FCA Asset Data Inventory (.xls)
- Building-Level Executive Reports (pdf)
- Findings Presentations (.ppt)

## 5. *Reveal Capital Planning Module Creation and Training*

- a. Integrate all collected assets and building data into the following Reveal Modules:
  - Overview
  - Capital Planning
- b. Train to-be-identified Village staff on use and capabilities of Reveal modules, including individual logins to Reveal platform.

## Phase 2 – Sustainability & Preventative Maintenance Advancement

### **\*FOR FUTURE CONSIDERATION\***

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#### *Sustainability Advancement*

1. Conduct a Utility Data Analysis (UDA) including analysis of rate tariffs, energy consumption, time-of-day charges, type of facility, usage patterns and other relevant factors.
2. Review the potential for energy efficiency potential not evaluated as part of Phase 1, which may include:
  - a. Retro-commissioning
  - b. Air sealing/envelope improvements
  - c. Window replacements
3. Create an inventory of major fossil fuel-consuming equipment in Village facilities and provide high-level recommendations for suitable replacement options.
4. Determine site feasibility for renewable energy across the Village's portfolio of buildings and properties. This determination will rely on data collected during site visits from Phase 1, as well as additional visits deemed necessary by McKinstry project team during Phase 2, and to be provided by the Village to the extent its available, such as roofing data (e.g. age, condition, material), if not collected during Phase 1.
5. Create a prioritization matrix for potential sustainability projects for use by the Village in planning and decision making.
6. Propose a list of recommended projects that will help the Village achieve its goals as outlined in its strategic plans, such as Guiding DG Sustainability.
7. Discuss preliminary interconnection and permitting feasibility for renewable energy projects with the utility and the authority having jurisdiction regarding recommended projects.

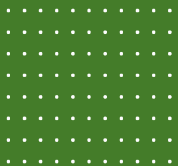
## Work Details

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8. Prepare renewable energy system models for recommended projects to highlight any economic and environmental benefits.
9. Conduct more detailed structural and/or electrical reviews for top (2) ranking rooftop solar opportunities, as needed.
10. Provide cost estimations, savings calculations and note any incentives (e.g. local, state, federal, etc.) and/or eligibility for a variety of available funding for all recommended measures.
11. Align each recommended measure with its level of fossil fuel reliance reduction (e.g. low, medium or high impact).
12. Evaluate past Village fossil fuel reduction efforts and note cumulative past efforts' impact on fossil fuel reduction in final report.
13. Produce a written deliverable report (PDF format) that includes all data necessary to understand the proposed improvement measures, including:
  - a. Write-ups on each measure with energy and GHG savings estimates
  - b. Initial cost estimates
  - c. Prioritization of measures (e.g. low, medium or high impact)
  - d. Year-over-year, 10-year timeline of recommended alternative energy projects
  - e. Provide an in-person, final report presentation (.ppt format) to Village-identified stakeholders.

### *Preventative Maintenance Advancement*

1. Conduct a Discovery Phase of Current Preventative Maintenance (PM) Practices
  - a. Current practices interviews with facilities supervisor, custodian supervisor, and individual custodian interviews, as needed.
  - b. Review current PM documentation.
  - c. Review of current vendor maintenance contracts.
2. Develop a PM Plan Report (.PDF format)
  - a. Create PM Plan - Level A assets (to be defined in collaboration with Village Maintenance Staff)
  - b. Create PM Plan - Level B assets (to be defined in collaboration with Village Maintenance Staff)
  - c. Create PM Plan - Vendor/Contract Assets
  - d. Identify Areas for Improvement (Gap Analysis)
  - e. PM Plan Delivery Presentation Meeting (.ppt format)
3. Evaluate Potential Computerized Maintenance Management Systems (CMMS) Solutions
  - a. Setup 1-3 demonstrations of different technology solutions such as CMMS software to support newly created PM plans and needs.
  - b. Provide general consulting support to aid the Village in its decision making.



# 3

## Cost

1. Pricing

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2. Clarifications

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3. Assumptions & Exclusions

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# Cost

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PHASE 1 – ASSET ASSESSMENT & EVALUATION..... \$67,000

## Future Phases

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While Phases 2 is not included at this time, the rough order of magnitude price range is as follows:

Phase 2... \$110,000 - \$170,000.

Phase 3 pricing rough order of magnitude pricing is not available at this time due to lack of scope detail.

## CLARIFICATIONS

1. For buildings constructed in the last 2 years (such as the Civic Center), a more limited walkthrough will be completed to reduce costs given accuracy and availability of building documentation to support asset data collection. The building will be visited for context of sustainability and maintenance analysis.
2. This proposal is valid for 60 days from the date on the cover letter.
3. This proposal is inclusive of all reimbursable expenses required to complete the scope of work.
4. Any variation from the proposed scope of work, such as additional site visits or revisits, additional deliverables, or other, requires a change order.
  - a. Change orders must be submitted in writing and approved by both parties before initiating new work.
  - b. Change order approvers will be the same as contract signers unless otherwise identified at the kickoff meeting.
5. Work will be executed during normal business hours; Monday-Friday 7am-5pm, unless otherwise defined in the proposal. Any work performed onsite at a Village owned facility will be executed Monday-Friday, 7:30-3:30 unless otherwise approved by the Village.
6. Payment shall be made in accordance with the Terms and Conditions.
7. Village will make the appropriate personnel available for site visits and any follow-up visits (McKinstry will coordinate with Village staff on scheduling and security requirements, including health and safety protocols).
8. As part of this service, McKinstry will provide estimates for the replacement costs of facility assets. The costs provided are estimates only and the actual costs to implement are not guaranteed. McKinstry retains the right to determine the appropriate methods of cost estimating in line with reasonable engineering judgement and in accordance with any specific requirements detailed in this proposal.
9. This inspection does not guarantee equipment life or proper operations of the equipment.

## ASSUMPTIONS & EXCLUSIONS

### Phase 1

1. Assumes asset details defined in the Appendix.
2. Unless otherwise defined in the scope of work, this proposal assumes that all meetings, with the exception of the final presentation, may be conducted virtually.

# Cost

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3. This proposal assumes that the Village will provide timely access to available equipment and facility information relevant to the scope of work, upon request. This may include, but is not limited to, as-built drawings, equipment lists, building automation system access, control sequences, maintenance records, and prior reports/studies for all facilities and equipment listed in scope.
4. Village shall make key department stakeholders and maintenance/operations personnel available for interviews as reasonably requested by the project team. McKinstry team will make every effort to minimize disruption to the daily work activities of participating personnel. McKinstry will identify key department stakeholders and maintenance/operations personnel to be interviewed and request interviews at least seven (7) days in advance of conducting the same.
5. All work will be completed within the anticipated schedule defined in this proposal. The final schedule will be agreed to at the kickoff meeting, and is contingent upon Village providing site, system, and information access as required to perform the scope of work. A delay of more than 60 days from the anticipated schedule in the proposal caused by reasons within the Village's reasonable control may require a change order to cover inflation.
6. Reasonable access to the site and systems covered in this scope of work will be provided by the Village, including coordinated access to multiple buildings/locations on the same day or in a defined period to condense travel requirements (as applicable). Village staff and vendors will work with McKinstry to assist with information gathering and building access to allow for an effective and valuable delivery of our scope of work.
7. Village shall allow McKinstry to review internal procedures such as operational, maintenance, custodial, purchasing, and capital expenditure planning as needed to deliver this scope of work.
8. Village shall provide lifts to access equipment as necessary.
9. Best vantage point will be used for assessing & photographing asset, if an asset is obscured or otherwise not directly accessible.
10. McKinstry will not move personal property, furniture, stored materials, ceiling tiles, raised floor panels, vegetation, or any other items to gain access or vantage point for assessment, without obtaining written permission from the Village.
11. Pre-site questionnaire is to be completed by Village before McKinstry team will be mobilized.
12. This scope of work includes visual inspection of assets only.
13. McKinstry employees will not de-energize or re-energize equipment.
14. Asset information above ceilings will not be gathered, without the Village removing ceiling tiles to provide access.
15. This proposal excludes management of the Village's internal resources. The Village shall identify a consistent point of contact for coordination of internal resources and to facilitate the execution of this scope of work.
16. McKinstry takes no responsibility for any equipment or operational issues failed to be identified during the work.
17. No costs are included for temporary parking or transportation.
18. This proposal excludes assets located in confined spaces and locations deemed to be unsafe.
19. Mold, asbestos, or other hazard remediation costs are not included.



# Cost

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20. This proposal excludes functional testing of any system or asset, including HVAC, fire alarms, fire suppression, and others.
21. This proposal excludes assessment of personal property in all rooms, furniture, fixtures, and equipment (appliances, hoists, portable HVAC units, commercial kitchen equipment).
22. This proposal excludes camera/scope inspection of piping.
23. This proposal excludes overall OSH/OSHA assessment, including walkthrough, interviews, & program/policy review.

## *Phase 2-Specific \*FOR FUTURE CONSIDERATION\**

1. Scope includes two (2) advanced roof assessments conducted with the support of a licensed structural engineer for additional feedback, if needed. All other advanced structural roof analyses will be performed at an additional fee and may not coincide with the provided schedule.
2. Scope includes a maximum of five (5) preliminary structural roof assessments.
3. Ground-mount and carport solar array will also be considered.
4. Pricing does not include the cost of interconnection studies, interconnection applications or additional utility-provided System Impact Studies, if required.
5. If interval data is not available, any solar, storage and resiliency recommendations will be based on monthly usage and estimated load profiles. Pricing does not include additional metering to capture interval data.
6. Pricing assumes a maximum ten to fifteen (10-15) optimal alternative energy siting recommendations and two (2) potential battery storage sites, depending on overall feasibility.
7. Pricing excludes detailed engineering, detailed design drawings, engineered stamped drawings and detailed electrical infrastructure assessment.
8. Cost estimates developed will be preliminary +/-30%; detailed cost estimates will require additional engineering beyond this scope of work.
9. Utility data shall be provided in spreadsheet form or through online access to the Village's utility accounts.

## *Reveal Dashboard*

Use of the cloud-based Reveal software service is provided for the term of this contract and will terminate at its conclusion.

Should the Village wish to end the Reveal software service prior to the end of the contract they must provide McKinstry with written notice. Upon termination of the Reveal software service, McKinstry will discontinue the Village's use of the service. Village forfeits any remaining time already paid for, McKinstry will not provide a refund for any time that was invoiced and paid for that the Village does not use.

Reveal and related sections may be subject to limitations, security risks, delays, and other problems inherent in the use of the internet and electronic communications. McKinstry is not responsible for any delays, delivery failures, security breaches or other damage resulting from such problems. McKinstry cannot warranty and/or guarantee the safety of software, systems, data, the data exchange or other information affected by 3rd parties.

# Cost

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The work contains technology that is not fault tolerant and is not designed, manufactured, or intended for use in environments or applications in which the failure of the work could lead to death, personal injury, or severe physical, property or environmental damage. McKinstry does not warrant that the use of the service will be uninterrupted or error free.

Village will: 1) be responsible for all Village users' compliance with this agreement in conjunction with the users' compliance with the services; 2) be responsible for the accuracy, quality, appropriateness and legality of any of Village or their related user content; 3) use commercially reasonable efforts to prevent unauthorized access to or use of the services and notify McKinstry promptly of any such unauthorized access or use; 4) use the services only in accordance with the documentation and acceptable use policies and applicable laws; 5) and be responsible for appropriately obtaining and maintaining all environments or services needed to access and use the service, including but limited to computer hardware, software, network, internet access services, and related network security resources, including preventative maintenance, data security and backups.

Village will not: 1) distribute, license, loan, or sell Reveal or other content that is contained or displayed in it; 2) modify, alter, or create any derivative works of the Reveal application; 3) reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from Reveal; 4) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the service.

McKinstry will collect, use and process Village data in accordance with McKinstry's Reveal Privacy Policy published at [https://reveal.mckinstry.com/privacy\\_policy](https://reveal.mckinstry.com/privacy_policy).

The Village's general access to the Reveal service, or any subsection of, is made pursuant to the Reveal Terms of Service published at [https://reveal.mckinstry.com/terms\\_conditions](https://reveal.mckinstry.com/terms_conditions).

**Phase 3 \*TO BE DETERMINED\***

## ACCEPTED BY:

**Village of Downers Grove, IL**

**McKinstry Essention, LLC**

Name:

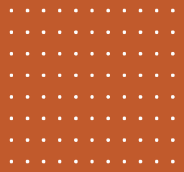
Name:

Signature

Signature

Date

Date



# 4

## Appendix

### 1. Asset Detail Tables

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# Appendix

DETAIL LEVEL	VISUAL OBSERVATION	DEFICIENCIES DOCUMENTED	COST ESTIMATES & CONDITION RATING
A	All assets	Yes	Applied to individual assets
B	Representative sample	Yes	Applied by system/group of assets
C	Limited	Yes	None

TABLE 1. GENERAL GUIDANCE

CATEGORY	ASSETS AND SYSTEM TYPES	LEVEL OF DETAIL	NOTES
Mechanical	Boilers	A	
	Chillers	A	
	Rooftop and Makeup Air Units	A	
	Air Handling Units	A	
	Furnaces	A	
	Split/Ductless Units	A	
	Exhaust Fans	A	1 hp or greater
	Pumps	A	1 hp or greater
	Cooling Towers/Condensing Units	A	
	Building Automation & Control Systems	B	
	VAVs (Terminal Units)	B	
	Unit Ventilators and Heat Pumps	B	
	Unit Heaters, Cabinet/Wall Heaters	B	
	Ductwork	C	
	Heating/Cooling Piping	C	
Electrical	Switchboards/Switchgear	A	
	Electrical Distribution Panels	A	Greater than 125A only
	VFDs	A	
	Motor Control Centers	A	
	Power Supplies (i.e. UPS)	A	
	Transformers	A	
	Generators and Transfer Switches	A	
	Lighting (Interior, Exterior, Emergency)	B	Document LED vs other
	Electrical Distribution System (Wiring, Conduit, etc.)	C	
Plumbing	Domestic Hot Water Heaters	A	
	Pumps	A	1 hp or greater
	Water Fountains	C	
	Toilets	C	
	Faucets/Sinks	C	

# Appendix

CATEGORY	ASSETS AND SYSTEM TYPES	LEVEL OF DETAIL	NOTES
	Bathroom Partitions	C	
	Water Treatment Systems	C	
	Waste and Sanitary Piping	C	
	Domestic Water Distribution Piping	C	
Building Envelope	Building Substructure / Foundation	C	
	Exterior Windows	B	
	Exterior Walls	B	
	Exterior Doors	B	
	Roofs/Flashing/Trim/Roofing Access	A	
Interiors	Wall Finishes	C	
	Floor Finishes	B	
	Ceiling Finishes	C	
	Stairs	C	
	Interior Doors	C	
Site	Paving (Sidewalks, Parking Lots, Driveways)	B	
	Play Structures	B	
Fire / Life Safety	Fire Detection Systems	B	
	Fire Suppression Systems	B	
Food Service	Commercial Kitchen Equipment	C	
Conveyance	Elevators and Lifts	B	
Security	Security Cameras	B	
	Card Access	C	

TABLE 2. ADDITIONAL FIRE DEPARTMENT-SPECIFIC ASSETS (IN ADDITION TO THOSE ASSETS DEFINED IN TABLE 1)

CATEGORY	ASSETS AND SYSTEM TYPES	LEVEL OF DETAIL	NOTES
Fire Dept. Specific	Vehicle Exhaust Extraction Systems	A	
	Paging, Intercom & Station Alerting Equipment*	A	
	Apparatus Bay Floor Drain Systems	A	
	Stairway Handrails	C	

\*Limit to equipment not provided by Purvis/ETSB. Primarily speakers, amplifiers, relays and associated wiring.

## TYPICAL ASSET INFORMATION COLLECTED

- Drawing Label, i.e. AHU AC190 ED
- Common Equipment Names, i.e., SF-1
- Asset Location (building, floor, and room)
- Area served (what does the asset serve)
- System Category, i.e. Heating, Cooling, etc.
- Approximate date installed – used to calculate the age of the asset

# Appendix

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- Device type, i.e., air handling unit, chiller, etc.
- Manufacturer, i.e. Haakon
- Style/model, i.e., Trane
- Serial number, i.e. 94-3768-01

# 5

## Terms & Conditions

### **I. TERMS AND CONDITIONS**

#### **1. VILLAGE ORDINANCES**

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

#### **2. USE OF VILLAGE'S NAME**

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

#### **3. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

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

#### **4. NONDISCRIMINATION**

4.1 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.

4.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans with Disabilities Act, 42 U.S.C. Sec. 12101 et seq.

#### **5. SEXUAL HARASSMENT POLICY**

5.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes the Proposer's internal complaint process including penalties;
- 5.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

#### **6. EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 6.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age,



physical or mental disability unrelated to ability, 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.

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

## **7. DRUG FREE WORK PLACE**

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

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

## **8. PATRIOT ACT COMPLIANCE**

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

## **9. INSURANCE REQUIREMENTS**

9.1 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:

9.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

9.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

9.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

9.1.4 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;

9.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.1.6 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;

9.1.7 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.

9.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

9.3 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.

## **10. CAMPAIGN DISCLOSURE**

10.1 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.

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

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

## **11. SUBLETTING OF CONTRACT**

- 11.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the 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.

## **12. TERM OF CONTRACT**

- 12.1 This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

## **13. TERMINATION OF CONTRACT**

- 13.1 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.

## **14. BILLING & PAYMENT PROCEDURES**

- 14.1 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.
- 14.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the 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.

- 14.3 Please send all invoices to the attention of Mike Baker, Downers Grove Civic Center, 850 Curtiss Street, Downers Grove, IL 60515.

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

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

**16. STANDARD OF CARE**

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

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

- 16.3 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 contactor(s') failure to perform its work in accordance with contract documents.

**17. GOVERNING LAW AND VENUE**

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

**18. SUCCESSORS AND ASSIGNS**

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

**19. WAIVER OF CONTRACT BREACH**

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

**20. AMENDMENT**

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

**21. NOT TO EXCEED CONTRACT**

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

**22. SEVERABILITY OF INVALID PROVISIONS**

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

**23. NOTICE**

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

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

And to the Proposer as designated in the Contract Form.

**24. COOPERATION WITH FOIA COMPLIANCE**

- 24.1 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.*)

**25. COPYRIGHT or PATENT INFRINGEMENT**

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

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

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

## **V. PROPOSAL/CONTRACT FORM**

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

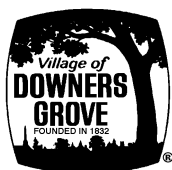
**Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award**

<b>PROPOSER:</b>	
McKinstry Essention, LLC Company Name	Date: 05/30/2025
211 W Wacker Suite 1500A Street Address of Company	samanthab@mckinstry.com Email Address
Chicago, IL 60606 City, State, Zip	Sam Bluemer-Garibay Contact Name (Print)
630-686-6000 Business Phone	815-341-2541 13-Hour Telephone
N/A Fax	 Signature of Officer, Partner or Sole Proprietor
	Scott Johnson - Regional Director Technical Services - Midwest Print Name & Title
ATTEST: If a Corporation	
Signature of Corporation Secretary	

### **VILLAGE OF DOWNERS GROVE:**

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

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

**NAME:** McKinstry Essention, LLC

**ADDRESS:** 5005 3rd Ave S

**CITY:** Seattle

**STATE:** Washington

**ZIP:** 98134

**PHONE:** (206) 762-3311 **FAX:** N/A

**TAX ID #(TIN):** 46-1563231

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

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

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

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

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

**STATE:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

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

Individual

Sole Proprietor

Partnership

Corporation

Charitable/Nonprofit

Limited Liability Company – Member-Managed

**Limited Liability Company- Manager-Managed**

Medical

Government Agency

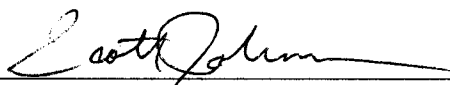
**SIGNATURE:**  **DATE:** 05/30/2025

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



With regard to Facility Condition Assessment and Maintenance Plan, Proposer McKinstry Essention, LLC hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

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

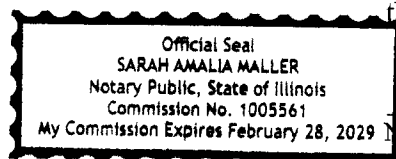
BY:   
Proposer's Authorized Agent Signature

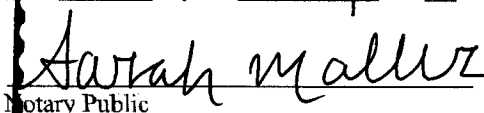
4	6	-	1	5	6	3	2	3	1
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Subscribed and sworn to before me  
this 30 day of May, 2025



  
Notary Public

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

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

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

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

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

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate 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 a LLC organized and existing under the laws of the State of Washington \_\_\_\_\_, which operates under the legal name of McKinstry Essention, LLC \_\_\_\_\_, and the full names of its managers or members are as follows:

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

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

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

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

As a privately held entity, McKinstry does not disclose it's managers or members publicly, but would be willing to do so virtually, if necessary.

(c) **Partnership**

Names and Addresses of All Members of Partnership:

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

The partnership does business under the legal name of: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the State of

\_\_\_\_\_.

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

(d) **Sole Proprietor**

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

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

Insurer's Name HUB International Northwest, LLC

Agent Teanna Tharp

Street Address 12100 NE 195th St, Ste. 200

City, State, Zip Code Bothell, WA 98011

Telephone Number 425-971-7146

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

Print Name of Company: McKinstry Essention, LLC

Print Name and Title of Authorizing Signature: Scott Johnson - Regional Director Technical Services - Midwest

Signature: 

Date: 05/30/2025

## 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 \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

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

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

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

Company Name: McKinstry Essention, LLC

Address: 5005 3rd Ave S

City: Seattle Zip Code: 98134

Telephone: ( 206 ) 762-3311 Fax Number: ( ) N/A

E-mail Address: samanthab@mckinstry.com

Authorized Company Signature: 

(Print)Name: Scott Johnson Title of Official: Regional Director Technical Services - Midwest

Date: 05/30/2025

## 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

Scott Johnson

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