

**VILLAGE OF DOWNERS GROVE**  
Report for the Village

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract for Engineering Services for USEPA Risk Assessment and Emergency Response Plan	Andy Sikich Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for engineering services to Trotter and Associates, Inc. of St. Charles, IL in the not-to-exceed amount of \$34,430.00, which includes a 10% contingency.

**STRATEGIC PLAN ALIGNMENT**

The Goals for 2019-2021 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY21 budget includes \$75,000 for professional services for this project.

**RECOMMENDATION**

Approval on the February 16, 2021 consent agenda.

**BACKGROUND**

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires community water systems serving more than 3,300 people to develop or update risk assessments and emergency response plans (ERPs). The risk assessment requires the Village of Downers Grove to assess risk to, and resilience of, the water system. Some of the areas that will be assessed will be the risk from malevolent acts and natural hazards, cyber security, and financial infrastructure. After completion of the risk assessment, the Village will be required to prepare or revise an emergency response plan that incorporates the findings of the risk assessment. This includes strategies and resources to improve the resilience of the system, and actions, procedures, and equipment which can lessen the impact of a malevolent act or natural hazard.

Staff received proposals from six (6) engineering firms to assist the Village with this project. After reviewing the proposals, Trotter and Associates, Inc. was identified as the firm that best meets the needs of the Village. Staff recommends award of this contract to Trotter and Associates, Inc. based on their understanding of the project, capability to perform the work, and proposed fee. They have successfully performed work for the Village of Hanover Park, and others.

**ATTACHMENTS**

Contract Documents

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: February 16, 2021  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: WP-022  
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for engineering services for USEPA Risk Assessment and Emergency Response Plan (WP-022) to Trotter and Associates in the amount of \$31,300 plus 10% contingency in the amount of \$3,130 for a total not-to-exceed \$34,430.

SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for engineering services for USEPA Risk Assessment and Emergency Response Plan (WP-022) to Trotter and Associates in the amount of \$31,300 plus 10% contingency in the amount of \$3,130 for a total not-to-exceed \$34,430.

RECORD OF ACTION TAKEN:

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## Village of Downers Grove



## REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Trotter and Associates. Inc.

Project Name: Risk & Resilience Assessment/ Emergency Response Plan  
Proposal No.: RFP -0-33-2020  
Proposal Due: Friday January 8, 2021, @ 10:00 am

**Required of Awarded Contractor:**

Certificate of Insurance: Yes

Legal Advertisement Published: December 15, 2020

Date Issued: December 15, 2020

This document consists of 23 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5462  
FAX: 630/434- 5495  
[www.downers.us](http://www.downers.us)

## Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

The Village Council reserves the right to accept or reject any and all 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, and 2 additional paper copies 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.

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

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

**2. PREPARATION OF PROPOSAL**

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

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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.

### **3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

3.1 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.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature 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.

### **4. RESERVED RIGHTS**

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

## **II. TERMS AND CONDITIONS**

### **5. VILLAGE ORDINANCES**

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

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

6.1 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.

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

7.1 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.

### **8. NONDISCRIMINATION**

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## 8.1 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.

8.2 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.

**9. SEXUAL HARASSMENT POLICY**

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

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 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
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1 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:

- 10.1.1 That it will not discriminate against any employee or applicant for employment

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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.

- 10.1.2 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.
- 10.1.3 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.
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 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.
- 10.1.7 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

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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.

**11. DRUG FREE WORK PLACE**

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

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**12. PATRIOT ACT COMPLIANCE**

- 12.1 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

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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.

### **13. INSURANCE REQUIREMENTS**

- 13.1 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:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
  - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
  - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
  - 13.1.4 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;
  - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 13.1.6 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;
  - 13.1.7 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.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 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.

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**14. CAMPAIGN DISCLOSURE**

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.

**15. SUBLETTING OF CONTRACT**

- 15.1 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.

**16. TERM OF CONTRACT**

- 16.1 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.

**17. TERMINATION OF CONTRACT**

- 17.1 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.

**18. BILLING & PAYMENT PROCEDURES**

- 18.1 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

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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.

- 18.2 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.
- 18.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

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

- 19.1 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.

**20. STANDARD OF CARE**

- 20.1 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.
- 20.2 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.
- 20.3 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 contractor(s') failure to perform its work in accordance with contract documents.

**21. GOVERNING LAW AND VENUE**

- 21.1 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.

**22. SUCCESSORS AND ASSIGNS**

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

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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.

**23. WAIVER OF CONTRACT BREACH**

23.1 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.

**24. AMENDMENT**

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

**25. NOT TO EXCEED CONTRACT**

25.1 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.

**26. SEVERABILITY OF INVALID PROVISIONS**

26.1 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.

**27. NOTICE**

27.1 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  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**28. COOPERATION WITH FOIA COMPLIANCE**

28.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor 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.)

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**29. COPYRIGHT or PATENT INFRINGEMENT**

- 29.1 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.

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### **III. DETAIL SPECIFICATIONS**

#### **INTRODUCTION/PROJECT OVERVIEW**

The Village of Downers Grove, Illinois owns and operates a community water system, and is seeking professional proposals to assist the Village in the completion of a water system Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP). The Village of Downers Grove intends to comply with Section 2013 of the America's Water Infrastructure Act (AWIA) and has requested professional services related to updating its existing vulnerability assessment and general compliance with the AWIA.

#### **BACKGROUND**

Downers Grove's community water system (CWS) purchases water from the DuPage Water Commission (DWC). The Village owns and operates six receiving stations from DWC, 233 miles of water main, and seven above ground storage tanks with a combined storage capacity of 8 million gallons. The Village of Downers Grove previously has completed water system vulnerability assessments and emergency response planning in accordance with Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

In addition to AWIA technical expertise, the Village of Downers Grove is seeking a partner to assist with project management, including: schedule coordination, facilitation of research, information and data compilation, and assembly of final documents. As operators of the CWS, Downers Grove's water system professional staff will necessarily participate in the process. The selected partner is expected to maintain close communications with Downers Grove's project manager and staff. With regard to vulnerabilities, risks and plans, the partner shall maintain absolute confidentiality throughout the project and into perpetuity. The RRA is required to be completed by June 30, 2021. The ERP deadline is December 31, 2021.

#### **SCOPE OF SERVICES**

##### **RISK & RESILIENCY ASSESSMENT INCLUDING CYBERSECURITY ASSESSMENT**

- A. Review existing reports and information provided by the Village of Downers Grove including the following:
  - Existing Emergency Response Plan including provisions for training exercises
  - Hazard-specific plans
  - Plans to address critical customers
  - Business continuity plan
  - Information technology (IT) disaster recovery plan
  - Local hazard mitigation plan
  - Facility-specific plans and design drawings
  - Current utility system information
- B. Conduct up to two (2) one-day site visits for a visual condition assessment of Downers Grove's water supply, treatment, storage, and pumping facilities.
- C. Conduct up to three (3) workshops with Downers Grove to discuss the risk and resiliency assessment and to gather information about procedures and functions of Downers Grove's CWS.
- D. Conduct a risk and resiliency assessment in accordance with the AWIA using American Water Works Association (AWWA) - and United States Environmental Protection Agency (USEPA) - designated methods such as AWWA standards J100, G430, and G440 and the USEPA

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- Vulnerability Self-Assessment Tool (VSAT). The assessment will be based on four (4) major facility types (water supply transmission pipelines, water distribution mains with high consequence of failure, pump stations, and finished water storage) and up to ten (10) reasonable threats identified by the AWWA J1 00 standard.
- E. Review existing water system IT infrastructure including any IT interconnects and collect Downers Grove's supplied data to prepare the AWWA cybersecurity assessment.
  - F. Communicate with Downers Grove's supervisory control and data acquisition (SCADA) system consultant to collect data on how the SCADA system has been developed and what cybersecurity measures are in place.
  - G. Develop a one-line diagram of Downers Grove's water system IT infrastructure and review with Downers Grove during one of the workshops listed above.
  - H. Prepare a draft report summarizing the assessment including potential improvements with opinions of probable cost and potential implementation schedule and provide to Downers Grove for review.
  - I. Incorporate Downers Grove's review comments as appropriate and prepare up to three (3) hard copies of the updated report to Downers Grove, including a completion letter in accordance with AWIA standards.
  - J. Incorporate any data from DuPage Water Commission's ERP that they are willing to share with Downers Grove and incorporate in the final report.

### **EMERGENCY RESPONSE PLAN (ERP)**

Downers Grove's ERP is required to be completed within six (6) months of completion of its Risk and Resiliency Assessment. The partner is expected to develop a project schedule to assure timely completion, as well as assembly and compilation of the final ERP document. ERP components shall include:

- A. Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
- B. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the CWS to deliver safe drinking water;
- C. Actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and
- D. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

Upon completion of the RRA and ERP, the partner shall prepare a submittal listing the three (3) most significant risks as well as recommendations from the partner to mitigate such.

### **ANTICIPATED PROJECT SCHEDULE**

12/15/20 – RFP notice issued  
 1/8/20 – RFP due date  
 January/February 2021 – Staff recommendation to City Council  
 January/February 2021 – RRA initiated  
 6/4/2021 – Draft RRA due  
 6/17/2021 – Final RRA due

## Village of Downers Grove

10/25/2021 – Draft ERP due

11/17/2021 – Final ERP due

**PROPOSAL FORMAT**

Proposals shall be organized in the following manner.

- Introduction
- Project Understanding/Approach
- Scope of Work
- Proposed Schedule
- Project Team and Organization Chart
- Resumes
- Not-to-exceed cost proposal
- Executed proposal forms included herein

## Village of Downers Grove

- **PROPOSER'S RESPONSE TO RFP (Professional Services)**

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

**\*\*\*See Following Pages\*\*\***



January 8<sup>th</sup>, 2021

Village of Downers Grove  
Public Works Department  
5101 Walnut Avenue  
Downers Grove, Illinois 60515

**Re: 2021 Risk & Resilience Assessment / Emergency Response Plan**  
Professional Services Letter Agreement and Exhibits

Dear Mr. Moody,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to Village of Downers Grove (CLIENT) for the **2021 Risk & Resilience Assessment / Emergency Response Plan** (hereinafter referred to as the "PROJECT").

### **Project Background**

The Village of Downers Grove is located in DuPage County within the metropolitan planning area of the City of Chicago, located approximately 20 miles from the City. The Village covers nearly 15 square miles with an estimated 2020 population of 49,057 residents.

Similar to other communities in the area, the Village has a contractual allotment with the DuPage Water Commission (DWC), which provides the daily water supply to consumers. DWC is supplied Lake Michigan water treated at the Jardine Water Purification Facility, which is then boosted and provided to partner communities by the Commission.

The Village of Downers Grove serves residents as well as commercial, industrial, and municipal users totaling approximately 16,600 metered customers. Over the years, the Village has constructed a robust water distribution system that includes seven elevated storage tanks, six DWC pressure adjusting stations, three emergency standby wells. In addition, the Village maintains approximately 233 miles of water main.

The Village has a total combined storage volume of 8.0 million gallons (MG). The Maple Avenue tower is a 1.5 MG hydropillar; Finley Road a 1.0 MG hydropillar; Highland Ave a 1.0 MG hydropillar; 71<sup>st</sup> Street a 1.0 MG hydropillar; 67<sup>th</sup> Street a 1.0 MG spheroid; Downers Drive a 2.0 MG multi-leg, and finally Summit Ave a 0.5 MG multi-leg. As with most municipal water supplies, the existing infrastructure has been constructed over several decades and the components within the system vary in age.

In 2019 the Village completed a Water Rate Study, in addition to a Infrastructure Evaluation/Project Plan in 2015 which evaluated each component of the water system, as well as connection fees, revenue sources, and expenditures. It is anticipated that through the 2015 Project Plan and subsequent Rate Study, the Village has developed estimated annual funding levels to maintain the integrity of the community's water system. Currently, the Village is seeking engineering services for the development and creation of a comprehensive Risk and Resilience Assessment (RRA) and Emergency Response Plan for all aspects of the water system.

Village of Downers Grove  
RRA & ERP Proposal

### Scope of Services

Our services will consist of customary professional engineering services described below.

#### Review of Existing Resiliency Provisions:

- A. Review Existing Reports and Information Available:
  - Includes the current Emergency Response Plan, Hazard Plans, Critical Customer and Business Continuity Plans, IT Disaster Recovery Plan, Local Hazard Mitigation Plan, Facility-Specific Plans and Drawings.
- B. Water Infrastructure Site Visits:
  - Complete up to two, one-day site visits with Village staff to provide a visual inspection of the supply, treatment, storage, and pumping facilities as needed.
- C. Collaborative Work Sessions:
  - Conduct up to three workshops with Village staff to discuss current risk and resiliency provisions, gain consensus on objectives and directions of the 2021 RRA/ERP, and gather all information necessary.

#### Vulnerability Assessment:

- D. Vulnerability Self-Assessment Tool Completion:
  - Utility Overview
    1. Base information regarding utility size, customers supplied, and water purchase information.
    2. Utility Resilience Index.
    3. Review existing system by responding to twelve statements.
    4. VSAT provides a current URI value.
  - Qualitative Risk Assessment
    1. Input assets owned and operated by the Village.
    2. Select and address natural and malevolent acts that are relevant to each asset.
    3. Develop critical asset/threat pairs.
  - Quantitative Risk Assessment
    1. Evaluate estimated financial or public health impacts of each asset/threat pair.
    2. Utilize factors such as duration of service outages and percentage of customers effected to determine dollar value of each threat.
  - Countermeasure Risk Assessment
    1. Identify existing countermeasures in place at each asset.
    2. Select potential countermeasures for evaluation.
    3. Determine the risk reduction of each potential countermeasure to assess feasibility.

Village of Downers Grove  
RRA & ERP Proposal

- Submission of VSAT for Certification
  1. VSAT produces a comprehensive report displaying existing conditions, critical risks to the system, and countermeasures that should be implemented.
  2. TAI will submit report to EPA for certification as requested.
- E. Review IT Infrastructure:
  - Review IT infrastructure including any interconnects and collect Village-supplied data to prepare the cybersecurity assessment.
- F. Review SCADA Infrastructure:
  - Collaborate with the Village's SCADA consultant to document development of the SCADA system and determine what cybersecurity measures are in place.
- G. IT One-Line Diagram:
  - Develop a one-line of the Village's water IT for review with staff during a work session.

**Summary Report of Findings and Recommendations:**

- H. Draft Report:
  - Prepare a draft report summarizing the assessment and any recommended improvements (including cost estimates and implementation schedule) for Village review.
- I. Report Revisions
  - Incorporate all Village comments and requested revisions to the draft report.
- J. Incorporate DWC ERP Provisions:
  - Coordinate with Village staff and DuPage Water Commission to facilitate sharing of any portions of the Commission's ERP for incorporation into the Villages assessment.

**Emergency Response Plan Development:**

- A. Identify Strategies and Resources:
  - Identify potential strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system.
- B. Identify Plans and Procedures:
  - Identify potential plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the water system to deliver safe drinking water.
- C. Identify Actions, Procedures & Equipment:

Village of Downers Grove  
RRA & ERP Proposal

- Identify potential actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options and/or construction of flood-protection barriers.
- D. Identify Detection Strategies:
- Identify potential strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

### Project Manhour Estimate

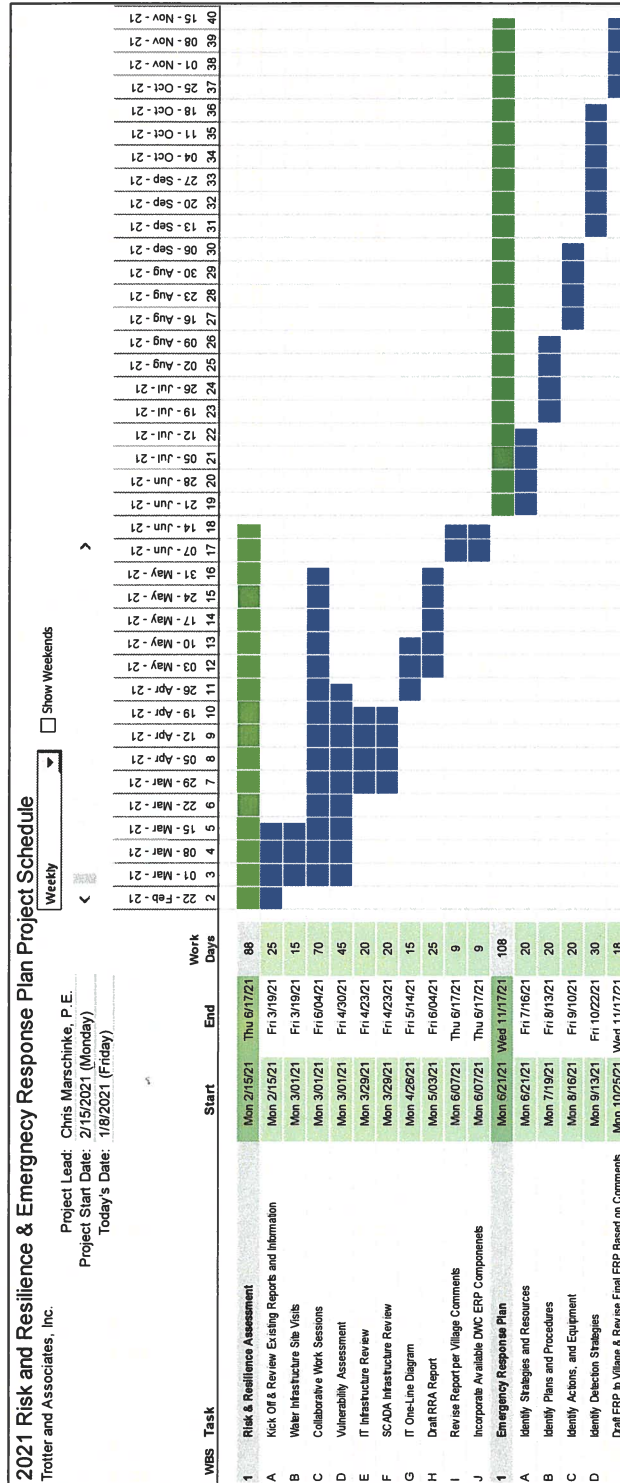
Included below are the estimated hours associated with each task of the scope listed above. If the Village has anticipated a differing level of effort associated with any line item this can be discussed and modified as needed.

	Principal RST	Engineer VI CJM	Engineer V APB	Engineer II MJD	Line Item Total Hours	Line Item Total Cost
<b>Task No. 1 - Risk &amp; Resilience Assessment</b>						
A	Kickoff Meeting & Existing Report Review	2	4	4	8	\$ 3,000.00
B	Site Visits (2)	4	12		12	\$ 4,900.00
C	Work Sessions (3)	2	6	6	14	\$ 2,700.00
D	VSAT Completion		1	4	16	\$ 2,900.00
E	IT Infrastructure Review	4	4		2	\$ 2,000.00
F	SCADA Infrastructure Review	2	4		2	\$ 1,500.00
G	IT One-Line Diagram		2		4	\$ 900.00
H	RRA Draft Report		1	4	12	\$ 2,400.00
I	Revise RRA Report per Village Comments			1	4	\$ 700.00
J	Incorporate DWC ERP Info			1	4	\$ 700.00
<b>Task No. 2 - Emergency Response Plan</b>						
A	Identify Strategies & Resources for Improvement	2	4		10	\$ 2,500.00
B	Identify Plans & Procedures for Implementation	1	2		6	\$ 1,400.00
C	Identify Actions & Procedures to Reduce Impacts	2	4		12	\$ 2,800.00
D	Identify Detection Strategies	1	2	6	10	\$ 2,900.00
<b>Subtotal Hours</b>		<b>20</b>	<b>46</b>	<b>26</b>	<b>102</b>	<b>\$ 31,300.00</b>

Village of Downers Grove  
RRA & ERP Proposal

**Project Schedule**

A draft project schedule is included below for reference, based on a project kick-off meeting date of February 15<sup>th</sup>, 2021. As shown, this start date provides ample duration to allow for collaborative completion of the final RRA by June 17<sup>th</sup>, 2021 and the final ERP by November 17<sup>th</sup>, 2021 as outlined in the Village's Request for Proposals.



Village of Downers Grove  
RRA & ERP Proposal

### Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates can be found on the following pages. Reimbursable Expenses included in the contract. All expenses that are not included in the scope above shall be considered outside the contract and shall be considered as extra and compensated for at cost.

The total compensation for services will not exceed **\$31,300.00** based on the following distribution of compensation:

Task No. 1 – Risk and Resilience Assessment	\$21,700
Task No. 2 – Emergency Response Plan	\$9,600

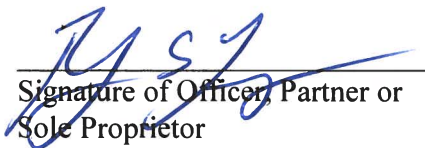
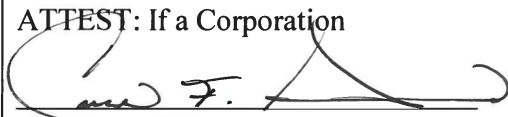
ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.

Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

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

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

<b>PROPOSER:</b>	
Trotter and Associates, Inc.	Date: <u>01/07/2021</u>
Company Name	<u>s.trotter@trotter-inc.com</u>
40W201 Wasco Road, Ste D	Email Address
Street Address of Company	<u>Scott Trotter</u>
St. Charles, IL 60175	Contact Name (Print)
City, State, Zip	<u>(630) 373-6137</u>
(630) 587-0470	13-Hour Telephone
Business Phone	
(630) 587-0475	Signature of Officer, Partner or Sole Proprietor
Fax	<u>R. Scott Trotter, President</u>
	Print Name & Title
ATTEST: If a Corporation	
	
Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

ATTEST:

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

\_\_\_\_\_  
 Date

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

Village of Downers Grove



**VENDOR W-9 REQUEST FORM**

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

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

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

NAME: Trotter and Associates, Inc.  
 ADDRESS: 40W201 Wasco Road, Ste D  
 CITY: St. Charles  
 STATE: IL  
 ZIP: 60175  
 PHONE: 630.587.0470 FAX: 630.587.0475  
 TAX ID #(TIN): 36-4278005

(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: 1/7/2021

Village of Downers Grove

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

With regard to Risk & Resilience Assessment/Emergency Response Plan, Proposer Trotter and Associates, Inc. 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: [Signature]  
Proposer's Authorized Agent

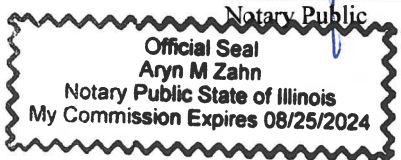
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or [Signature]  
Social Security Number

Subscribed and sworn to before me  
this 7th day of Jan, 2021

[Signature]  
Notary Public



Village of Downers Grove

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

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Trotter and Associates, Inc., and the full names of its Officers are as follows:

President: R. Scott Trotter

Secretary: Colin F. Shulick

Treasurer: Mark R. Sikora

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

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

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

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

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

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

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

**(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 \_\_\_\_\_.

Village of Downers Grove

**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 13 days of the award of the contract? **YES** NO (circle one)

Insurer's Name The Hartford

Agent Trotter and Associates Insurance Agency (Brad Trotter)

Street Address 395 S Broadway Street


City, State, Zip Code Coal City, IL 60416

Telephone Number (815) 634-3700

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

Print Name of Company: Trotter and Associates, Inc.

Print Name and Title of Authorizing Signature: CONN F. SHULICK, C.F.O.

Signature: 

Date: 1/7/2021

## Village of Downers Grove

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

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

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

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

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

Company Name: Trotter and Associates, Inc.

Address: 40W201 Wasco Road, Ste D

City: St. Charles Zip Code: 60175

Telephone: ( ) 630.587.0470 Fax Number: ( ) 630.587.0475

E-mail Address: s.trotter@trotter-inc.com

Authorized Company Signature: 

(Print) Name: Scott Trotter Title of Official: President

Date: 1/7/2021

Village of Downers Grove

**Campaign Disclosure Certificate**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its 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 Trotter  
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