

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND KUNDRA AND ASSOCIATES, LTD.

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

1. That the form and substance of a certain Professional Services Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and Kundra and Associates, Ltd. (the “Consultant”), for the observation of watermain, stormwater and stormsewer rehabilitation improvements for Project SW-034 (Prentiss Creek Subwatershed B Storm Sewer); DR-015 (Storm Sewer Rehabilitation) and WA-016 (Sunridge Subdivision Watermain Replacement), 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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.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

AGREEMENT

This Agreement is made this 19th day of August, 2008 by and between Kudrna and Associates, Ltd. (or "Consultant") and the Village of Downers Grove, Illinois; an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for professional engineering services; and

WHEREAS, the Consultant is willing to perform these services for the compensation and in accordance with the terms and conditions described in this Agreement,

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Scope of Services for Phase III Engineering Services for Prentiss Creek Subwatershed B Improvements & Sunridge Subdivision Water Main Replacement project attached hereto and incorporated herein as Exhibit A.

II. Term of Agreement

- A. The term of this Agreement will be one year from the date of execution by both parties. The controlling date shall be the date of the last signature. The Agreement may be renewed for an additional term upon written agreement of the parties.
- B. The Consultant has developed a preliminary progress schedule which will be revised as the project progresses. As a condition of tender and receipt of a proper invoice, the Village of Downers Grove will pay the fee as defined in Exhibit A. Without such attached invoice, payments will not be made.

III. Compensation

A. Basic Fees:

The Village will pay the Consultant an amount not-to-exceed \$158,000. This amount is based upon the services listed in the attached Exhibit A. The Village will only be billed for services actually performed. This shall include reimbursable non-direct expenses. Any additional work performed in excess of the work set forth in Exhibit A that would increase the contract amount must be approved in writing by the Village of Downers Grove prior to commencement.

B. Reimbursable Non-Direct Expenses:

These may include support services required to execute the scope of services such as photocopying, messenger/mail and exhibit preparation, etc.

C. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project, all reimbursable

expenses including reproduction, mailing, and equipment and a total reimbursable amount for the billing period, the original contract amount, the currently approved contract amount, amounts billed to date, amounts received to date, and the contract amount remaining in the contract to date.

D. Prompt Payment Act:

The Village of Downers Grove 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 Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant 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.

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

IV. Insurance and Indemnification of the Village

- A. The Consultant 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 as will protect the Consultant from claims, at a minimum set forth below which may arise out of or result from the Consultants operations under this agreement and for which the Consultant may legally liable:
1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultants employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultants employees;
 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 Consultant, or 2) by another person;
 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 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;
 7. Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

- B. The Consultant shall demonstrate having such insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- C. As evidence of said coverages, Consultant 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 of Downers Grove.

In addition, the Consultant shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultant to the Consultant under the Consultant s agreement with the Village.

V. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant 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.

B. Equal Employment Opportunity

In the event of the Consultant'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 consultant 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 consultant agrees as follows:

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 handicap unrelated to ability, 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.
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.
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 handicap unrelated to ability, or an unfavorable discharge from military service.
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 consultant'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 consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
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 subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
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;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

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

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 grantee's or consultant'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: abide by the terms of the statement; and 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.

2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant'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.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
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.
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. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

F. Standard of Care

Services performed by the Consultant under this Agreement 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 Agreement or in any report, opinions, and documents or otherwise.

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

G. Limitation of Professional Liability

Village agrees to limit Consultant's liability to Village arising from the Consultant's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of Consultant to all those named shall not exceed \$2,000,000 or total fee for the services rendered on this project, whichever is greater.

H. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice of default and the Consultant's failure to cure such default within ten days of the notice. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant 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 default.

I. Compliance with Laws

All work under the Agreement must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

J. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

K. Successors and Assigns

The terms of this Agreement 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 Agreement in whole or in part without the prior written approval of the other.

L. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement 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 Agreement and will not be construed to be a waiver of any provision except for the particular instance.

M. Amendment

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

N. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultants under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

O. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, 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.

P. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub consultants.

Q. Notice

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 designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

**George A. Braam, P.E.
Kudrna and Associates, Ltd.
203 North Cass Avenue
Westmont, IL 60559**

R. Conflict of Provisions


In the event there is a conflict between the provisions contained herein and Exhibit A, the terms herein shall prevail.

S. Campaign Disclosure

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

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.
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.
4. By signing the bid 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

<u>KUDENA AND ASSOCIATES, LTD</u>	Village of Downers Grove
By: <u></u>	By: _____
Title: <u>PRESIDENT</u>	Title: Village Manager
Date: <u>AUGUST 7, 2008</u>	Date: _____

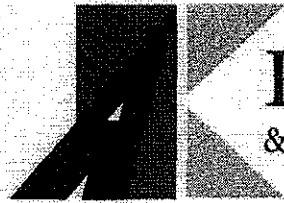
Schedule

Kudrna & Associates, Ltd. has reviewed the project documents and believes that the Prentiss Creek Subwatershed B Improvements can be completed in the projected 180 calendar days. Based on the Village policy of no work on weekends or holidays, the schedule assumes approximately 120 working days. Approximately 20 days are projected for spring restoration work.

Kudrna has proposed that its Project Manager/Resident Engineer, Paul Bryant, would cover the project on a full time (90%) basis of eight (8) hours per day for each working day. The majority of this project entails the installation of underground utilities and as such, requires one hundred percent observation to verify the construction methods and status of the final product provided by the contractor. Mr. Bryant will represent Kudrna & Associates, Ltd. at all project meetings and will be responsible for submitting meeting minutes, weekly reports, and for providing review for project records.

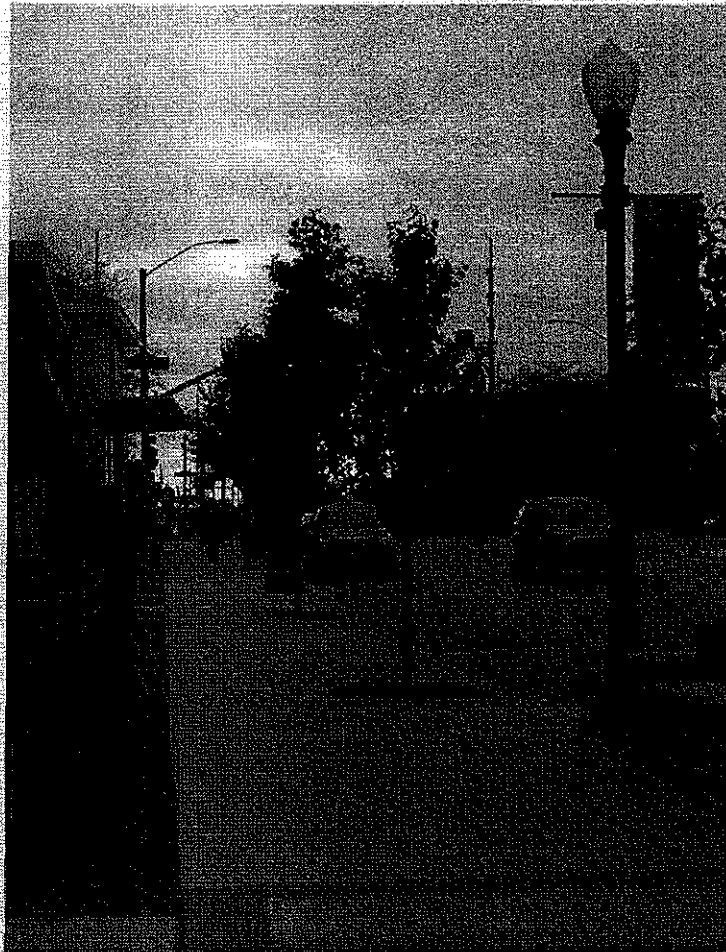
The Project Manager/Resident Engineer will be supported approximately 15% by the Assistant Resident Engineer, Matt Bustin. His support will consist, in part, of documentation control, onsite project supervision, and assisting the public for the Village of Downers Grove.

The total number of hours for the observation portion of the project is ^{1,600 fbc} 1,095 hours. The remaining hours in the proposal are for office support, survey, meetings, record drawings, and miscellaneous clerical tasks. ~~The proposal contains a total of 1,225 hours. While there is anticipated to be a need for an extremely small office support role, Mr. Bryant will have a team of designers, CADD technicians, surveyors and administrative support available and at close proximity to the project.~~



KUDRNA
& ASSOCIATES, LTD.

**VILLAGE OF DOWNERS GROVE
PRENTISS CREEK SUBWATERSHED B
IMPROVEMENTS AND SUNRIDGE
SUBDIVISION WATER MAIN
INSTALLATION**

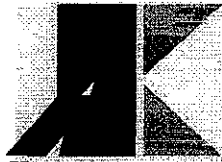


Kudrna & Associates, Ltd.

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www.kudrna.com



KUDRNA
& ASSOCIATES, LTD.

CIVIL ENGINEERING
Planning • Design • Land Survey • Construction Management

July 29, 2008

Mr. Brian Parks
Senior Engineer
Village of Downers Grove
Department of Public Works
5101 Walnut Avenue
Downers Grove, IL 60515

Subject: Proposal for Phase III Engineering Services for Prentiss Creek Improvements

Dear Mr. Parks;

Kudrna & Associates, Ltd., is pleased to submit this Cost Proposal for the Phase III Engineering Services for the Prentiss Creek Subwatershed B improvements and Sunridge Subdivision Water Main Replacement. Our team has reviewed the requirements for these projects and has visited the project location, and feels confident that we are qualified to provide such services. During our earlier interview with Mike Millette and Brian Parks, we learned how the Village of Downers Grove would like to approach these projects, and what it takes to be a valuable resource to the Village.

Our Project Manager/Resident Engineer, Paul Bryant, is excited to represent the Village on these projects and is the leader that you are looking for. Paul strives to keep projects moving, and with our team we are able to provide services acting as an extension of the Village of Downers Grove. In addition to our experienced staff, we believe that communication is one of the ways we differentiate ourselves from our competition: as we offer Wi-Fi technology to our Resident Engineers and are able to communicate at all times via email, cell phone, or in person.

Our team is flexible and able to adapt to situations that may arise on a project site, from developing a construction-staging schedule on the fly to making decisions in the field that will keep the project moving. Our experience working with municipalities has allowed us to partner with a variety of agencies and learn several different processes. We are able to adapt to the process that works best for each municipality, from copying the current day's plan set and attaching to the IDR on a daily basis, to developing creative documentation ideas as a means of keeping the public notified and the Village board updated as construction is underway. We would like to keep your entire community aware of our progress, and can provide regular progress reports to your website administrator, or develop a project specific website.

Kudrna's cost for this proposal is very competitive. There is no "drive time" or mileage expense associated with this work as our office is in close proximity to the project sites, and we will be able to work within the Village's 2.5 multiplier. Further, although approximately 30% of this work will occur in the calendar year 2009 there will be no rate escalation.

Kudrna is able to supply a full team to the Village of Downers Grove immediately as we have staff available to begin work immediately. If you should need any additional information, or have any questions, please feel free to contact me at any of the numbers below.

Sincerely,

George A. Braam, P.E.
President
Kudrna & Associates, Ltd.
630-929-3203 Office
630-399-0167 Cell

☐ 203 North Cass Avenue • Westmont, Illinois 60559 • Phone: (630) 969-3060 • Fax: (630) 969-3122

☐ 400 South Green Street, Suite 304 • Chicago, Illinois 60607 • Phone: (312) 738-1522 • Fax: (312) 738-9792



PAUL E. BRYANT Project Manager

Education:

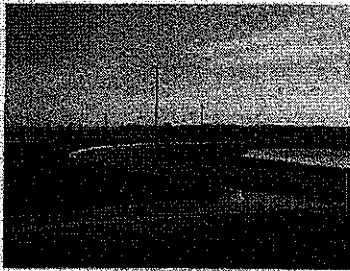
West Virginia University, Morgantown,
West Virginia
Bachelor's Degree, May 1990

Registration:

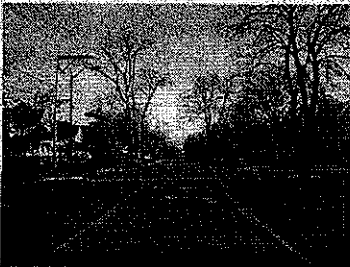
Illinois EIT,
061-028394

Training:

IDOT Documentation of Contract
Quantities Cert. No. 04-0071



*DuPage National Technology Park,
Resident Engineering*



*North Main Street Reconstruction,
City of Wheaton, IL*

Kudrna & Associates, Ltd.
Project Manager 2000 to Present
City of Wheaton, Illinois
Senior Project Engineer 1996-2000
City of Wheaton
Project Engineer 1990-1996
Strand Associates, Inc.,
Project Site Representative 1990
Triad Engineering Consultants, Inc.,
Engineering Technician 1988-1990
Strand Associates, Inc.,
Engineering Assistant 1988
Baldwin Associates
Lead Civil/Structural Inspector 1982-1984
Consoer Townsend, Inc.,
Engineering Technician 1981-1982
City of Wheaton, Illinois
Project Manager 1978-1980

Mr. Bryant has 26 years of experience and has been with Kudrna & Associates, Ltd., since 2000. He currently serves as Project Manager/Resident Engineer on a wide variety of resident engineering and design projects — primarily in the infrastructure and underground utility arenas. He directs the activities of his teams, including surveyors, computer drafting technicians, design and field engineers, and sub-consultants. Mr. Bryant has played a key role in keeping the public informed during his many years as a Resident Engineer. Mr. Bryant worked with the City of Wheaton for ten years prior to joining Kudrna & Associates. As a Project Manager/Resident Engineer, his responsibilities included management of City capital improvement projects from design to completion many through highly residential areas.

Resident and Design Engineering

- **Completed 2008 DuPage National Technology Park, N.F.P., Project Manager/Resident Engineer for an 800-acre business park.**
Various projects include -
 - **Sanitary Sewer and Watermain Installation Construction Management**
 - **Fabyan Parkway Intersection Improvements**
 - **Loop Road Construction Management**
 - **Loop Road Mass Grading (South of Fabyan Parkway)**
 - **Ring Road Construction Management**
 - **Main Access Drive Phase II Construction Management**
 - **Communications Building and Duct Bank Installation**
- **Deerfield Road Jurisdictional Transfer, City of Highland Park, IL – Phase II engineering for 7,200 ln. ft. of roadway and storm water drainage.**
- **North Main Street Improvements, City of Wheaton, IL – Phase II engineering for 6,800 lineal feet of roadway and traffic signals.**
- **Sanitary Sewer and Storm Drainage Investigation, World Gateway Program, O'Hare International Airport, Chicago Department of Aviation, Chicago, IL**
- **Design Oil/Water Separator, O'Hare International Airport, Chicago Department of Aviation, Chicago, IL – Phase II engineering.**
- **Flooding Study, Village of Harwood Heights, IL – Assessment of storm sewers and runoff capacity.**
- **Replace Water Mains, Shapiro Developmental Center, Illinois Capital Development Board, Kankakee, IL – Project Manager for Phase I and II engineering.**

Personal Resident Engineering Experience

- **Water Main Improvements, City of Wheaton, IL - As a Project Manager/Resident Engineer for the City of Wheaton, was responsible for these water main improvement projects:**
 - **Wiesbrook Road Improvements**
 - **1999 Water System Improvements Butterfield Road Water Main Improvements**
 - **1996 Water System Improvements**
 - **1994 Orchard Terrace Water Main Project**
- **MFT Project Experience, City of Wheaton, Wheaton, IL – Included:**
 - **1990 - 2000 Road, Sewer, & Water Rehabilitation Program - Phase II & III engineering services**



KUDRNA
& ASSOCIATES, LTD.

MATTHEW BUSTIN
Assistant Resident Engineer

Training:

IDOT Documentation of Contract
Quantities 04-0072

Kudrna & Associates, Ltd.
Assistant Resident Engineer
2001 - Present

Mr. Bustin has been with Kudrna & Associates, Ltd., since 2001. He has gained considerable skills working at DuPage National Technology Park under the direction of our Project Manager/Resident Engineer Paul Bryant from 2004 to 2006 as an Assistant Resident Engineer. He has also served as a field technician, and gained valuable experience on Kudrna's survey team conducting route, boundary and topographic surveys, and providing construction staking under the supervision of a Professional Land Surveyor.

Resident Engineering Most Recent Experience 2003-2008

- **DuPage National Technology Park, N.F.P. - Assistant Resident Engineer**
 - Sanitary Sewer and Water Main Installation throughout the Park.
 - Loop Road Mass Grading (South of Fabyan Parkway)
 - Ring Road
 - Loop Road
 - Detention Pond "E" Communications Building and Duct Bank Installation
- **Commuter Station Modernization, Metra, Village of Westmont, IL**
- **Kress Creek Regional Flood Control Facility - DuPage County, Department of Developmental Concerns**
- **Crest Road Detention Facility - DuPage County, Division of Environmental Concerns**

Roads and Streets

City of Chicago, Bridge Maintenance Force-Account Repair Plans - Construction Inspection -

- **Kinzie & Jefferson -** as Assistant Resident Engineer Mr. Bustin oversaw the construction of approximately 300 LF of Jefferson Street, from Kinzie to the Metra Railroad. The scope of work consisted of the installation of new water main and sewer including a directional bore beneath the railroad. Full depth concrete pavement was installed, with adjacent sidewalk, tree planters and typical appurtenances. Construction duration was 3 months.
- **Kinzie & LaSalle Street -** Construction observation of the removal of an existing streetcar tunnel ventilation shaft and replacement with a deck slab and planter median.
- **LaSalle Street and Lake Shore Drive -** Construction observation of concrete repairs to the existing structure.
- **Hillside Avenue Reconstruction, Village of Glen Ellyn, IL**
- **Midwest Road, DuPage County Division of Transportation, Oak Brook, IL**
- **Main Street Improvements, City of Wheaton, IL -** Assistant Resident Engineer under direction of Paul Bryant

Boundary and Topographic Surveys

Roads and Streets

- **Midwest Road Reconstruction, Division of Transportation, DuPage County, IL**
- **North Main Street Improvement included water main and sewers, City of Wheaton, IL**
- **North Cumberland Avenue Median, Chicago Department of Transportation, Chicago, IL**
- **Multiyear Contract for Civil Engineering and Environmental Services, Chicago Department of Aviation, Chicago, IL**



*Village of Downers Grove, Illinois
Resident Engineering Proposal Prentiss
Creek Subwatershed B Improvements*

PROJECT APPROACH

Understanding of the Project and Parameters

Kudrna & Associates, Ltd., understands that the Village of Downers Grove will be contracting for Phase III Services for the Prentiss Creek Subwatershed B Improvements & Sunridge Watermain Replacement. As with many municipal projects, the resident engineer is often the initial point of contact for residents, contractors, and business owners and as such, must have significant experience with public relations on these levels. This project is going to be a highly visible project and keeping the public informed will be a huge responsibility. Kudrna & Associates would help keep the project website updated daily. It will be imperative to track the construction progress and inform the general public of any lane closures or issues the team may be having.

This project is located in the Village of Downers Grove and is officially known as the "Prentiss Creek Subwatershed B Improvements & Sunridge Water Main Replacement. The project consists of the following:

1. Watermain replacement within Sunridge Subdivision
2. Replacement/Restoration of storm sewer on Fairmount from 61st street to 67th street
3. Replacement of storm sewer system North of Oxford, east of Lyman.
4. Pavement resurfacing pending inclusion of Alternate 1.

Kudrna will need to provide an in-depth observation on these projects as they include underground construction and will require more public involvement during the construction phase. It will be imperative that our Project Manager/Resident Engineer maintains visibility on these projects, and handles the compliance of the general construction requirements including maintaining traffic flow and making sure all individual drives are restored and safe at the end of each workday.

After visiting the project locations, it does not appear that street parking during this process will be an issue in most areas, but we are prepared to give the public maximum notice of closure as well as identifying alternative parking areas if needed for overflow parking.

Paul Bryant, our Project Manager/Resident Engineer, will be assigned to this project throughout its duration. Paul has extensive experience working on this type of project, and understands the pressure that the Village is under when constructing in a highly visible residential area as he provided these services in a similar setting for the Village of Wheaton. Paul will lead the effort in providing the following services.

Proposed Services

Kudrna & Associates, Ltd. will be responsible for the following services in connection with this project by providing qualified engineers, construction observers, and technical personnel to perform the following services:

1. Administer construction contracts.
 - Maintain orderly files of correspondence; reports of job conferences; shop drawings and other submissions; and reproductions or original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major material suppliers.
2. Keep a project diary.
3. Document construction surveys, construction layout and inspection, measurements, computation of quantities, prepare and submit daily inspection reports, (provided by the Village), and quantity control reporting. The daily



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- inspection report will include, but not be limited to, hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
4. Schedule material testing with the Village's material testing consultant for tracking and obtaining all necessary manufacturers' certifications of materials.
 5. Shop Drawings and Contractor Submittals:
 - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
 6. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
 7. Prepare monthly and final pay estimates in a timely manner. This will include submitting payment recommendation letters with the estimates.
 8. Produce contract change orders for the Village Resident Engineer's signature.
 9. Accurately measure and/or compute quantities of materials used on the project. This work will be completed in accordance with the specifications and standard practice of the Village and will be recorded in a Quantity Book that is provided by the Village. These records will be kept in permanent form and will become part of the construction project records.
 10. Prepare progress record drawings for all construction work that is performed by the contractor until the project is complete. All records, including one set of prints showing changes from the original plans, will be submitted to the Village Resident Engineer and will become the property of the Village. In addition, K&A will review the contractor's record drawings for accuracy and completeness prior to the plans being submitted to the Village as a final record.
 11. Kudrna & Associates, Ltd. will complete all measurements, records, record plans, and the final pay estimate no later than four (4) weeks after completion of the construction activities by the contractor.
 12. Provide extensive on-site observations of the work in progress and field checks of materials and equipment through Paul Bryant, who will:
 - Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
 - Be present whenever the contractor is performing on-site work associated with the project.
 - Cooperate with the contractor in dealing with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
 - Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
 - Review contractor's progress on a regularly scheduled basis (weekly or other appropriate interval) and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
 - Perform weekly barricade checks. The inspection shall be made between sunset and sunrise. Notify the contractor of, and take appropriate steps to correct, any deficiencies noted.



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- Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
- Conduct final inspection with the Village and prepare a final list of items to be corrected.
- Verify that all items on the final list have been corrected and make recommendations to the Village concerning project acceptance.
- Except upon written instructions of the Village, the Kudrna & Associates, Ltd. field personnel will not authorize any deviation from the Contract Documents.

13. Perform any additional miscellaneous functions the Village deems necessary for the proper administration of the project.

Additional Services

In addition to the general services listed above, Kudrna & Associates, Ltd. will provide the following project-specific services:

- Ascertain the standard practices of the Village and will familiarize itself with the contract documents, which will include the contract between the Village and the contractor, including supplements and the project plans, including approved changes.
- Furnish all necessary field survey equipment and transportation of personnel required for the work that it will perform.
- Furnish communication facilities such as cell phones or Wi-Fi connection and laptop, and safety equipment as required by the Village.
- Send updates to Village Webmaster on a daily basis.

CONSULTANT'S CERTIFICATION

Consultant, KUDENA AND ASSOCIATES, LTD hereby certifies that it is not barred from
(Name of Consultant)

agreeing to this contract for:

PHASE III ENGINEERING - PRENTISS CREEK
(Description of Contract)

as a result of a violation of either Section 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 of Article 33E of Chapter 38 of the Illinois Compiled Statutes.

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

By: [Signature]
Consultant's Authorized Agent

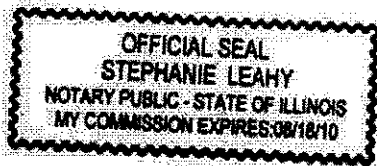
36-3421319
FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this
7th day of August, 20 08.

[Signature]
Notary Public

or _____
NAME

Social Security Number



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

Under penalty of perjury, I declare:

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


Signature

GEORGE A BRAHAM
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name