

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda

    X     Resolution or Ordinance (Blue) \_\_\_\_\_ Waiver of First Requested  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** David Hulseberg, Village Manager

**DATE:** September 7, 2010 (COW) (B of T) **Date:** September 16, 2010

**TITLE:** Illinois Route 53 Storm Water Pump Station  
Preliminary Design Engineering  
Contract Amendment #1

**SUBMITTED BY:** David A. Dratnol, P.E., Village Engineer *Dratnol*

**BACKGROUND/POLICY IMPLICATIONS:**

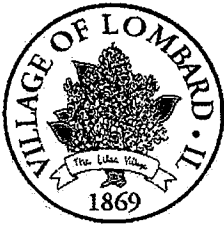
The contract amendment is for modeling the existing and proposed conditions for the Illinois Route 53 Storm Water Pump Station.

**FISCAL IMPACT/FUNDING SOURCE:**

Contract Amendment: \$19,807.00  
Revised Total Contract Amount: Not-To-Exceed \$98,602.00  
WSCapRsveFd: \$19,807.00  
Account#: 7901.809500  
HTE Project Number: 1026  
PW Project Number: SS-10-01

Review (as necessary):  
Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



To: David Hulseberg, Village Manager  
Through: Carl S. Goldsmith, Director of Public Works  
From: David A. Dratnol, P.E., Village Engineer *DAD*  
Date: September 7, 2010  
Subject: Illinois Route 53 Storm Water Pump Station  
Preliminary Design Engineering Contract (Amendment #1)

---

Attached please find a resolution, contract amendment, and fee schedule in the amount of \$19,807.00 for storm water modeling and analysis related to preliminary design engineering of the Illinois Route 53 Storm Water Pump Station. Modeling and analysis were not included in the original scope of services. However, as the preliminary engineering progressed, it was determined that the operating parameters of the future pump station are anticipated to change considerably from the original (current) pump station design. If future operating parameters do indeed change, modeling will be necessary for permitting purposes.

The scope of services includes the collection and coordination of pertinent data along with the hydraulic modeling and analysis of the existing and proposed storm water pumping station. This information is needed for coordination with DuPage County concerning the future permitting of the proposed improvements to the storm water pumping station.

This work will also be done in conjunction with the existing Storm Water/Combined Sewer Modeling Project contract with Christopher B Burke, Ltd. The Burke study will develop a comprehensive computer model of the Village storm water and combined sewer system (Gatz Pond area and the Northern Area Sewer System - NASS) which will be used to plan improvements to the Village sewer system. The Burke project is related to the separation of sewers, whereas the Baxter data analysis, data collection and modeling are specifically for the Route 53 storm water pumping station.

The scope and fee were negotiated with Baxter & Woodman and agreed to by both parties. This work will be performed for a revised not-to-exceed fee of \$98,602.00 (\$78,795.00 + \$19,807.00). The engineering costs will be paid for using the Water and Sewer Capital Reserve Fund.

Please present this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of September 16, 2010. If approved, please return one original signed copy to Public Works-Engineering for further processing.

DAD/rgs

**RESOLUTION**  
**R \_\_\_\_\_ 10**

**A RESOLUTION AUTHORIZING**  
**AMENDMENT OF A PROFESSIONAL**  
**SERVICES CONTRACT**

**WHEREAS**, the Board of Trustees of the Village of Lombard on May 6 , 2010 adopted a resolution authorizing signature of President and Clerk on an agreement between the Village of Lombard and Baxter & Woodman Inc. and

**WHEREAS**, an amendment to said contract is required to legally bind the parties; and

**WHEREAS**, Illinois law exempts professional engineering contracts from the requirements of Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding preparation of change orders.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That the President and Village Clerk are hereby directed and authorized to execute an amendment to the contract with Baxter & Woodman substantially in the form and manner of Exhibit "A" attached hereto and made a part hereof.

Adopted this 16th day of September, 2010.

Ayes; \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this 16th day of September, 2010.

**ATTEST:**

\_\_\_\_\_  
**William J. Mueller**  
**Village President**

\_\_\_\_\_  
**Lorraine G. Gerhardt**  
**Village Clerk**

**APPROVAL AS TO FORM:**

\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**

**AGREEMENT TO AMEND A CONTRACT**

**THIS AGREEMENT** made and entered into this 16th day of September, 2010, by and between the **VILLAGE OF LOMBARD** (the "VILLAGE") and **BAXTER & WOODMAN** (the "CONSULTANT").

**WHEREAS**, on May 6, 2010 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the Illinois Route 53 Storm Water Pump Station; and

**WHEREAS**, the VILLAGE and CONSULTANT have agreed to increase the amount of work to be performed by the CONSULTANT together with a resultant increase in the limit which the contract sum may not exceed;

**NOW, THEREFORE**, for and in consideration of the foregoing and various covenants in said agreement and the mutual covenants herein contained, it is agreed by and between the parties as follows:

**SECTION 1:** The aforementioned contract shall be amended to expand the scope of work as provided for in the CONSULTANT'S September 03, 2010 letter.

**SECTION 2:** The aforementioned contract shall be amended to show a contract sum not to exceed \$19,807.00.

**SECTION 3:** All other terms, covenants and conditions of said contract heretofore executed which are not amended or deleted herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the VILLAGE and CONSULTANT have caused this document to be signed by duly authorized officers who have set their hands and seals the day and year set forth above.

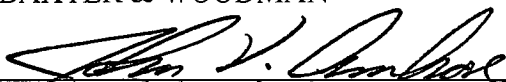
**VILLAGE OF LOMBARD**

By: \_\_\_\_\_  
Village President

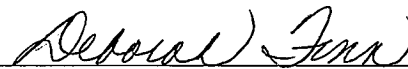
ATTEST:

By: \_\_\_\_\_  
Village Clerk

and **BAXTER & WOODMAN**

By:   
John V. Ambrose

ATTEST:

By:   
DEBORAH FYNN



Mr. David A. Dratnol, P.E.  
Village Engineer  
Village of Lombard  
1051 S. Hammerschmidt Avenue  
Lombard, Illinois 60148-3926

September 3, 2010

***Subject: Village of Lombard –Route 53 Stormwater Pumping Station***

Dear Mr. Dratnol:

Please find the following attached documents for Amendment No.1 to our Engineering Services Agreement:

- Exhibit B- Scope of Services for Amendment No. 1.
- Exhibit C- Work Hours and Fee for Amendment No. 1.

Please contact me with any questions you may have.

Very truly yours,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "John V. Ambrose". The signature is fluid and cursive.

John V. Ambrose, PE  
Vice President

8678 Ridgefield Road

Crystal Lake, IL 60012

815.459.1260

Fax 815.459.0150

info@baxterwoodman.com

I:\Crystal Lake\LOMBD\100528-Rt. 53 Stormwater PS\40-Design\Cover Letter 09-03-2010.Doc

VILLAGE OF LOMBARD, ILLINOIS  
ROUTE 53 STORMWATER PUMPING STATION

EXHIBIT B

Amendment No. 1

**East Branch of DuPage River Modeling**

**SCOPE OF SERVICES**

1. **MANAGE PROJECT**– Confer with VILLAGE staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT. One meeting with the Village’s storm water consultant is anticipated.
2. **DATA COLLECTION** – Obtain previous electronic computer model prepared by others, for use in permitting the proposed improvements with the DuPage County. Upload and execute model. Visit site and verify accuracy of results.
3. **HYDRAULIC ANALYSIS; EXISTING CONDITIONS** – Determine model parameters of existing pump station. Execute and confirm model accuracy. Revise and update model as necessary to reflect operation of existing facility. Meet with County, if necessary, to review model revisions and confirm adequacy of same.
4. **HYDRAULIC ANALYSIS; PROPOSED CONDITIONS** – Determine allowable pumping capacities. Revise model to reflect selected alternative. Execute model and review results. Meet with County to review findings and ensure permissibility. Revise model as necessary. 2 DuPage County meeting fees are included in this amendment.

I:\Crystal Lake\LOMBD\100528-Rt. 53 Stormwater PS\40-Design\Exhibit B Amendment No. 1.Doc

VILLAGE OF LOMBARD, ILLINOIS  
 ROUTE 53 STORMWATER PUMPING STATION  
 EXHIBIT C

Amendment No. 1

ROUTE: N.A.  
 LOCAL AGENCY: VILLAGE OF LOMBARD  
 (Municipality/Township/County) DuPage County  
 SECTION: PROJECT: JOB NO.: 100143.40  
 \*B&W'S APPROVED RATES ON FILE WITH IDOT'S BUREAU OF ACCOUNTING AND AUDITING:  
 OVERHEAD RATE (OH) 147%  
 MULTIPLIER 2.83  
 COMPLEXITY FACTOR (R) 0  
 CALENDAR DAYS N.A.

ELEMENT OF WORK	Employee	Hours	Payroll Rate	% Time by Task	Total Costs	In-House Direct Costs (IHDC)	Total Cost with Multiplier	Total Cost By Task	% Cost By Task
MANAGE PROJECT	Thomas Puralewski	10	\$ 51.42	5.10%	\$ 514.20	\$ 42.50	\$ 1,498		
PROJECT MANAGEMENT	Kurt Baumann	4	\$ 58.25	2.04%	\$ 233.00	\$ 42.50	\$ 702		
		0		0.00%				\$ 2,200	11.11%
		0		0.00%					
E BRANCH DUPAGE RIVER MODELLING									
DATA COLLECTION	Spence Kelly	12	\$ 30.65	6.12%	\$ 367.80	\$ 42.50	\$ 1,084		
				0.00%					
				0.00%					
				0.00%					
				0.00%					
				0.00%					
				0.00%					
HYDRAULIC ANALYSIS-EXIST CONDITIONS	Spence Kelly	68	\$ 30.65	34.69%	\$ 2,084.20	\$ 142.50	\$ 6,041		
	Kurt Baumann	8	\$ 58.25	4.08%	\$ 466.00	\$ 42.50	\$ 1,362		
				0.00%				\$ 7,403	37.38%
				0.00%					
				0.00%					
HYDRAULIC ANALYSIS-PROP. CONDITIONS	Spence Kelly	84	\$ 30.65	42.86%	\$ 2,574.60	\$ 142.50	\$ 7,429		
	Kurt Baumann	10	\$ 58.25	5.10%	\$ 582.50	\$ 42.50	\$ 1,691	\$ 9,120	46.04%
				0.00%					
				0.00%					
				0.00%					
				0.00%					
				0.00%					
				0.00%					
				0.00%					
				0.00%					
				0.00%					
TOTALS		196		100.00%	\$ 6,822.30	\$ 497.50	\$ 19,807	\$ 19,807	100.00%

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):  
 VEHICLE EXPENSES - TRAVEL, 425 MI @ \$0.50/MILE  
 2 DuPage County Meetings  
 POSTAGE

\$213  
 \$200  
 \$0

Project Multiplier 1.47  
 Overhead = 1.00  
 Direct Labor = 0.36  
 Profit @ 14.5% = 2.83  
 Multiplier = 2.83