

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.

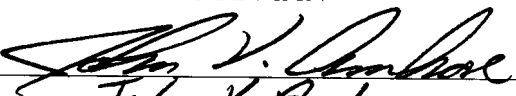
VILLAGE OF LOMBARD

By: 
Village President


ATTEST:

By: 
Village Clerk

and BAXTER & WOODMAN

By: 
John V. Ambrose

ATTEST:

By: 
DEBORAH FINN



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

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) MULTIPLIER	147%
COMPLEXITY FACTOR (R)	2.83
CALENDAR DAYS	0
	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										
PROJECT MANAGEMENT	Thomas Puralewski	10	\$ 51.42	5.10%	\$ 514.20	\$ 42.50	\$ 1,498			
	Kurt Baumann	4	\$ 58.25	2.04%	\$ 233.00	\$ 42.50	\$ 702			
		0		0.00%	\$ -		\$ -			
		0		0.00%	\$ -		\$ -	\$ 2,200	11.11%	
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%	\$ -		\$ -			
				0.00%	\$ -		\$ -		\$ 1,084	5.47%
HYDRAULIC ANALYSIS-EXIST CONDITIONS										
	Spence Kelly Kurt Baumann	68	\$ 30.65	34.69%	\$ 2,084.20	\$ 142.50	\$ 6,041			
		8	\$ 58.25	4.08%	\$ 466.00	\$ 42.50	\$ 1,362			
				0.00%	\$ -		\$ -			
				0.00%	\$ -		\$ -		\$ 7,403	37.38%
				0.00%	\$ -		\$ -			
				0.00%	\$ -		\$ -		0.00%	
HYDRAULIC ANALYSIS-PROP. CONDITIONS										
	Spence Kelly Kurt Baumann	84	\$ 30.65	42.86%	\$ 2,574.60	\$ 142.50	\$ 7,429			
		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%	\$ -		\$ -			
				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	Project Multiplier	
\$200	Overhead =	1.47
\$0	Direct Labor =	1.00
	Profit @14.5% =	0.36
	Multiplier =	2.83