

**RESOLUTION
R 88-15**

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Baxter and Woodman, Inc. regarding the Transmission Main project as attached hereto and marked Exhibit "A" and " B ", and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

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 Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

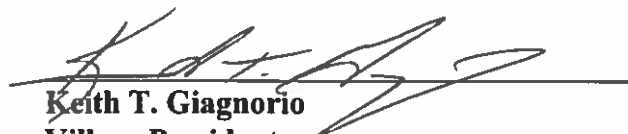
Adopted this 17th day of December, 2015.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware


Nays: None

Absent: None

Approved this 17th day of December, 2015.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER WA 16 02

This agreement is made this 17th day of December 2015, between and shall be binding upon the VILLAGE of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and Baxter and Woodman, Inc. hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

Resident Engineering services for Transmission Main

1. This contract shall embrace and include all applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Request for Qualifications and Request for Proposal (December 13, 2013) consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - v) Request for Qualifications and Proposals for Resident Engineering Short-List
 - vi) Instructions Regarding the Consultant Evaluation Form
 - vii) Instructions Regarding the Statement of Qualifications Form
 - viii) Consultant Evaluation Form
 - ix) Statement of Qualifications Form
 - b. Request for Proposal dated October 26, 2015
 - c. ENGINEER'S Proposal Dated November 11, 2015
 - d. ENGINEER'S Letter Dated December 9, 2015 and attached revised Work Effort and Fee Dated December 9, 2015
 - e. Required Certificates and Signatures and Certificate of Insurance
2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services, which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the ENGINEER have hereunto set their hands this 17th day of December 2015.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Baxter and Woodman, Inc.

Accepted this 8th day of January, 2015.

Individual or Partnership _____ Corporation X

By [Signature] President/CEO
Position/Title

By Barbara Tabin Deputy Secretary
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17th day of December, 2015.

[Signature]
Keith Giagnorio, Village President

Attest: [Signature]
Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD
ENGINEER'S CERTIFICATION**

John V. Ambrose, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

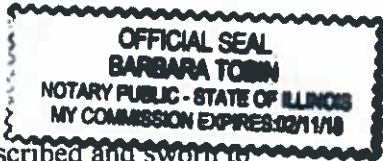
Baxter & Woodman, Inc, having submitted a proposal for:
(Name of Company)

Transmission Main to the Village of Lombard, hereby certifies that said ENGINEER:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.



By: John V. Ambrose
Officer or Owner of Company named above

Subscribed and sworn to before me this 8th day of January, 2016

Barbara Tobin
Notary Public

VILLAGE OF LOMBARD
AMENDMENT NO. 1
TO THE
CONSTRUCTION ENGINEERING SERVICES
CONTRACT DOCUMENTS NUMBER WA 16 02
FOR
TRANSMISSION MAIN PROJECT

DATE: February 17, 2016

TO: Baxter and Woodman, Inc.
8678 Ridgefield Rd,
Crystal Lake, IL 60012
Attention: John V. Ambrose, PE
President / CEO

Dear Mr. Ambrose:

Please be advised that the Village of Lombard needs to amend the Construction Engineering Services Contract Documents Number WA-16-02 for the Transmission Main as follows. Carefully read the amendment and, if you take no exceptions to these changes, please sign and date four copies of the amendment, one of which will be returned for your use.

ILLINOIS EPA PUBLIC WATER SUPPLY LOAN PROGRAM

The Project will be funded through the Illinois EPA Public Water Supply Loan Program (PWSLP) and the Engineer shall maintain books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards.

All information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The Engineer agrees to the following:

- 1) Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- 2) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- 3) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the Engineer an

opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

- 4) The final audit report shall include the written comments, if any, of the audited parties.
- 5) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contact price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the Engineer acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other legally available remedies.

The Engineer shall complete the professional services described in the Contract Agreement no later than 60 days after the project reaches final completion.

IN WITNESS WHEREOF, the Village of Lombard, Illinois and the Engineer (Baxter and Woodman, Inc.) have hereunto executed this Amendment, the Effective Date of which is February 17, 2016.

BAXTER AND WOODMAN, INC.

By: 

Title: President/CEO

Date Signed: Dec 17, 2015

VILLAGE OF LOMBARD

By: 

Title: Director of Public Works

Date Signed 2/17/16