



RESOLUTION  
R 83-09

**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 & Woodman, Inc. regarding Engineering Design Services for a ComEd Claim as attached hereto as Contract No. SAN-09-04 and marked Exhibit "A"; 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 2<sup>nd</sup> day of April, 2009.

Ayes; Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick and Soderstrom

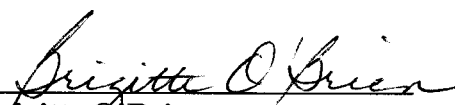
Nays: None

Absent: None

Approved this 2<sup>nd</sup> day of April, 2009.

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

ATTEST:

  
\_\_\_\_\_  
**Brigitte O'Brien**  
Village Clerk

APPROVAL AS TO FORM:

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

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER ST-09-05

This agreement is made this the 2<sup>nd</sup> day of April, 2009, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and Baxter & 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:

The preparation and delivery of construction documents for resurfacing of St. Charles Road (IL. Rt. 53 to Grace Street) and related right of way improvement work.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Design Engineering Request for Qualifications (dated January 11, 2008) consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
    - iv) Special Provisions
  - b. ENGINEER'S Statement of Qualifications (dated January 25, 2008)
  - c. St. Charles Road LAPP Request for Proposal (dated March 6, 2009)
  - d. ENGINEER'S Proposal (dated March 13, 2009)
  - e. ENGINEER'S Work Effort and Fee Schedule Letter (dated March 25, 2009)
  - f. ENGINEER'S Minutes from a 3/24/09 Meeting
  - g. 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 William J. Mueller, Village President, and the ENGINEER have hereunto set their hands this the 2<sup>nd</sup> day of April, 2009.

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 & Woodman, Inc.

Print Company Name

Accepted this 2<sup>nd</sup> day of April, 2009.

Individual or Partnership \_\_\_\_\_ Corporation X

[Signature]

VICE-PRESIDENT

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this the 2<sup>nd</sup> day of April, 2009.

[Signature]

William J. Mueller, Village President

Attest:

[Signature]  
Brigitte O'Brien, 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)

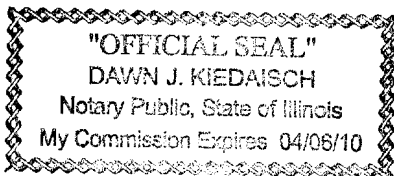
St. Charles Road LAPP Project to the Village of Lombard, hereby certifies that said ENGINEER:

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: [Signature]  
Authorized Agent of ENGINEER

Subscribed and sworn to  
before me this the 2nd  
day of April, 2009.

[Signature]  
Notary Public





## Memorandum

**To:** David A. Hulseberg, Village Manager  
**Through:** Carl S. Goldsmith, Director of Public Works *CS*  
**From:** David P. Gorman, PE, Asst. Dir. of Public Works *DPG*  
**Date:** March 25, 2009  
**Subject:** Contract No. SAN-09-04, Engineering Design Services for ComEd Claim

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Attached is a contract with Baxter & Woodman for the engineering design services for the Village's claim against ComEd for irreparable damage to the sanitary sewer on the 500 South Block of Main Street. Proposals were solicited from all five companies on the FY 2008-2010 Design Engineering Short List. Baxter & Woodman was selected by a review team as the most qualified for this project.

In September of 2008, ComEd installed four utility poles through the Village's sanitary sewer, thus rendering it ineffective and placing 13 homes at risk of flooding due to backups. Due to constraints in the right-of-way, the Village constructed a 690'-long replacement sewer under the roadway at a cost of \$321,516. The Village has rejected ComEd's initial settlement offer of \$40,000.

The scope of services and fee were negotiated and agreed to by both parties. The not-to-exceed fee for this contract is \$32,337. The scope includes the following:

1. Prepare an as-built utility and topographic survey of the sanitary sewer and all other utilities in the right-of-way,
2. Perform an alternatives analysis to review the options available to the Village and evaluate the chosen course of action,
3. Assist the Village in meetings in effort to reach a settlement, and
4. Provide expert testimony in court, if necessary.

As the contract is based upon the scope of services, the Village could end the work effort at the conclusion of each task. It is staff's goal to obtain a reasonable settlement offer from ComEd. However, in the event that litigation becomes necessary, the contract authorizes up to 50 hours of Baxter & Woodman's president for that purpose.

Please present this contract to the President and Board of Trustees for their review and approval at their regular meeting on April 2, 2009. If approved, please have two signed copies returned to Public Works for further processing. Signed copies from Baxter & Woodman will be provided to you prior to the meeting.