

**RESOLUTION
R 18-25**

**A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL
SERVICES CONTRACT INVOLVING AN INCREASE/DECREASE IN THE DOLLAR
AMOUNT OF THE CONTRACT OF \$10,000 OR MORE AND/OR EXTENDING/
SHORTENING THE TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY
THIRTY (30) DAYS OR MORE**

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, units of local government are required to make specific findings prior to authorizing any amendment relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, or would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed amendment dated March 30, 2025 to the contract between the Village of Lombard and Baxter & Woodman regarding the North Grace Street Resurfacing Project, as attached hereto as Exhibit "A" and made part hereof, (the "Amendment") to the Corporate Authorities of the Village of Lombard; and

WHEREAS, said Amendment attached hereto as Exhibit "A" would increase the dollar amount of the contract by \$28,500.00, when combined with the original contract amount to a total dollar amount of \$295,700.00.

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 after reviewing the explanation of staff as to the necessity of and reasons for the Amendment attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said Amendment were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the Amendment was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the Village of Lombard to approve the Amendment in its proposed form.
- D. That to the extent that it may have been necessary to go to bid relative to the work contemplated by said Amendment, bidding is hereby specifically waived as to the Amendment work.

SECTION 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the Amendment attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said Amendment on behalf of the Village.

Adopted this 17th day of April, 2025, pursuant to a roll call vote as follows:

Ayes: Trustee LaVaque, Puccio, Dudek, Militello and Bachner


Nays: None

Absent: None

Approved by me this 17th day of April, 2025.


Keith Giagnorio
Village President

ATTEST:


Elizabeth Brezinski
Village Clerk

March 30, 2025

Mr. Ray Schwab
Civil Engineer II
Village of Lombard
2558 E. Wilson Avenue
Lombard, IL 60148-8222

Subject: *Village of Lombard – North Grace Street Resurfacing – Phase I and II Design Engineering Amendment 1*

Dear Mr. Schwab:

The North Grace Street project from East St. Charles Street to IL Route 64 includes roadway rehabilitation, including road resurfacing, base patching, curb and gutter replacement, minor storm sewer repairs, traffic calming feature installation, bike accommodations additions, and ADA compliance within sidewalks, ramps, and crosswalks. The project length is approximately 1.0 mile.

The original scope of engineering work included in the Project consists of completing a Phase I Project Development Report and Phase II Engineering Drawings and Bid Documents in accordance with IDOT procedures for Federal Aid projects. The services include coordination with the Illinois Department of Transportation (IDOT) and DuPage County Council of Mayors; completing Phase II processing with Plans, Specifications, and Estimate of Cost (PS&E) and submitting final bid documents to IDOT.

Additional improvements and services were requested due to the project limits extending to the railroad on the south end of the project, IDOT wetland delineation, public comment about traffic control, and land acquisition for preferred alternative grading.

The project will utilize local funds for Phase I and II Engineering. The Village has received \$1,572,000 in Federal STP funds for Construction and Construction Engineering of the project.

The following is the amended scope of services from our Proposal, which we consider appropriate and necessary for the completion of the project.

Phase I Scope of Services

19. RAILROAD COORDINATION

- A. *Maintenance Consent Letter/Contractor Endorsement:* Coordinate the proposed improvements with the Union Pacific (UP). Receive confirmation that the UP has no additional comments to the preliminary design.

- B. *Illinois Commerce Commission (ICC) Coordination:* No work is anticipated within eight feet of the tracks, nor on any railroad infrastructure, so a petition to the ICC/Office of the Commissioner of Railroads is not required.

20. WETLAND DELINEATION

- A. *Wetland Delineation:* Perform wetland delineation in the project corridor by a WDNR Assured Delineator during the growing season, including documentation of baseline vegetation, hydrology, and soils information. Prepare a Wetland Delineation Report and Exhibits that summarize the methodology used, site description, and results of survey. Incorporate delineated wetland boundary into the project basemap. Obtain WDNR concurrence of wetland delineation through a Wetland Delineation Confirmation Request (Form 3500-118), which may require additional fees.
- B. *Wetland Impact Evaluation:* Prepare a wetland report detailing the work within a regulatory wetland, including a description of the wetlands being impacted, avoidance, minimization, and mitigation efforts. Submit to IDOT for review and approval.

Phase II Scope of Services

18. LAND ACQUISITION

- A. *Plat of Highways:* Included in original scope of services.
- B. *Appraisals:* Employ a real-estate appraiser certified by the DOT to prepare a comparable land sales analysis and appraisals for two (2) parcels of land to be acquired for right-of-way, permanent easements, or temporary construction easements.
- C. *Negotiations:* Employ a negotiator certified by DOT to negotiate the sale of two (2) parcels of land to be acquired for right-of-way, permanent easements, or temporary construction easements. Provide support to the Village during the ROW acquisition process.

19. RAILROAD COORDINATION

- A. *Design:* Coordinate the proposed improvements with the UP. Address comments made within Phase II design.
- B. *Traffic Control Plan:* Traffic is anticipated to be maintained along the route at all times. Develop a preferred traffic control plan and submit to the UP for comment. Identify the preferred strategy for maintaining traffic and driveway access. Incorporate the preferred strategy into the Maintenance of Traffic and Construction Staging services included in the original scope of services.
- C. *Right-of-Entry Permit:* Prepare and deliver to the UP and the Village a right-of-entry permit with supporting documents to perform work within the Railroad Right-of-Way.
- D. *Specifications and Fees:* Prepare railroad coordination special provision with project information, including verifying costs and requirements associated with obtaining railroad protective liability insurance, railroad flaggers, and permit fees.

- E. *ICC Coordination:* No work is anticipated within eight feet of the tracks, nor on any railroad infrastructure, so a petition to the Illinois Commerce Commission/Office of the Commissioner of Railroads is not required.
- F. *Permit Fees:* The permit fees are not included in the scope of this work.

Project Deliverables

Deliverables: The following is a list of anticipated final deliverables to the Village for this project:

- Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.
- Electronic Record of Design files including Final Plans, Specifications, Permits, agency correspondence, Utility logs, Project Reports and Models, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies

Fee

Our engineering fee for the above Amendment 1 scope of services is based on our hourly billing rates for actual work performed plus reimbursement for out-of-pocket expenses including travel, which will not exceed **\$28,500**.

The total project engineering fees are summarized below:

- Original Scope = \$267,200.00
- Amendment 1 = \$28,500.00
- Total = \$295,700.00

This proposal is valid for 90 days from the date issued.

Schedule

The proposed work will be completed between April 2024 and April 2026. The following are the milestones and anticipated dates of completion.

- Amendment 1 Notice to Proceed: April 2024
- Final PDR Submittal: May 2025
- Phase I Design Approval: June 2025
- Pre-final PS&E: September 2025*
- Final PS&E: January 2026*
- Construction Lettering: March 2026*

* Dependent on the Land Acquisition process.

Acceptance

If you have any questions or need additional information, please do not hesitate to contact Joshua Harris at 815-444-3271 or jharris@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



John V. Ambrose, PE
Executive Vice President/CEO

Attachment

Deliverable	Sub-Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Reimbursable Consultants	Total Compensation
Totals			65.00	\$10,721.00	\$279.00	\$17,500.00	\$28,500.00
4 - ADDENDUM 1 SCOPE OF SERVICES							
18 - LAND ACQUISITION							
		Josh Harris	65.00	\$10,721.00	\$279.00	\$17,500.00	\$28,500.00
		Anthony Blanchin	8.00	\$1,730.00	\$149.00	\$17,500.00	\$19,379.00
			6.00	\$1,320.00			
			2.00	\$410.00			
19 - RAILROAD ITEMS							
		Joe Wilhelmson	36.00	\$6,336.00			\$6,336.00
		Josh Harris	8.00	\$1,640.00			
		Claire Brinkmann	12.00	\$2,640.00			
		Matthew Vander Velden	12.00	\$1,656.00			
			4.00	\$400.00			
20 - WETLAND DELINEATION REPORT							
		Marrah Melone	21.00	\$2,655.00	\$130.00		\$2,785.00
		Melody Schultz	8.00	\$1,040.00			
		Steve Zimmerman	10.00	\$1,000.00			
		Josh Harris	1.00	\$175.00			
			2.00	\$440.00			

POLACH APPRAISAL GROUP, INC.

1761 S. Naperville Road
Suite 103
Wheaton · Illinois · 60189
Phone: 630.682.4650

345 W. Washington Avenue
Suite 301
Madison · Wisconsin · 53703
Phone: 608.509.4151

77 W Wacker Drive
Suite 4500
Chicago · Illinois · 60601
Phone: 312.422.1200

PROPOSAL FOR PROFESSIONAL SERVICES

AT THE REQUEST OF:

Joshua S. Harris, P.E., PTOE
Traffic Department Manager
Transportation Group
Baxter & Woodman
1548 Bond Street
Suite 103
Naperville, IL 60563

jharris@baxterwoodman.com

WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTY:

Grace Street Improvement project
Lombard, Illinois
Roadway Improvements along Grace Street between St. Charles Road
and Illinois Route 64 (North Avenue)
Three (2) affected parcels with Temporary Easements



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Proposal For Professional Services Cont'd.

	Owner	Address	Tax Parcel	Whole Property Land Area	Acquisition
1	Zika	190 N Grace Street	06-05-316-019	0.204	TE
2	Lombard Park District	NWC Grace St & Marcus Dr	06-05-200-012	10.41	TE

Baxter & Woodman will obtain Title Commitments and prepare Plats of Highway / Legal Descriptions for the parcels. The project has been reported to be Federally funded and therefore we will coordinate with the Bureau of Land Acquisition of the Illinois Department of Transportation.

POLACH APPRAISAL GROUP, INC., HEREBY AGREES TO PERFORM THE FOLLOWING PROFESSIONAL SERVICES:

Appraisal, appraisal review and negotiating services to be performed in the following stages:

Phase I - Appraisal

Inspection of the subject properties and surrounding area; research with respect to the subject property; market data research; analysis of the subject parcels and the market data; provide an opinion of total compensation for each parcel in connection with the proposed acquisitions/temporary easements on the subject properties. Preparation of an appraisal report for each property.

Phase II – Appraisal Review

Inspection of the subject properties and surrounding area; research with respect to the subject properties; review and inspection of market data research; analysis of the subject properties and the market data; review of the submitted appraisal reports in connection with the proposed partial acquisitions/temporary easements on the subject properties. Preparation of a review appraisal report for each property.

Phase III – Negotiating Services

Provide land acquisition negotiation and relocation assistance services; represent the acquiring agency and personally contact property owners to formally present a written offer for the proposed transaction, including compensation to be paid and explain the full effect of the taking, including details of the proposed construction, appraisal, and payment procedures and responsibilities of each party.

BAXTER & WOODMAN DOES HEREBY RETAIN POLACH APPRAISAL GROUP, INC., BASED UPON THE FOLLOWING TERMS AND CONDITIONS:

The time of completion of each phase will be as follows:

POLACH APPRAISAL GROUP, INC.

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Proposal For Professional Services Cont'd.

Phase I - (30) thirty days from the date of acceptance and return of this executed proposal and the requested retainer.

Phase II - (21) twenty-one days after completion of Phase I.

Phase III - Will be determined by agreement with the client.

The fees for these services will be as follows:

Phase I - Appraisal - \$7,000
(\$3,500 per parcel)

Phase II - Appraisal Review - \$3,500
(\$1,750 per parcel)

Phase III - Negotiation - \$7,000
(\$3,500 per parcel)

The above fees are only applicable during the current calendar year. In the event time is expended in subsequent years as part of this agreement, the hourly rates will reflect future increases.

To ensure proper billing, please indicate below the person responsible for payment of the aforementioned fees:

Company: _____
Contact Person: _____
Title: _____
Address _____
City, State, Zip _____
Telephone # _____
Email: _____

BY PAYMENT OF THE RETAINER REQUESTED IN THE AMOUNT OF **(-0-) NONE REQUIRED**, with the balance of the recited fees to be paid **AS BILLED, BAXTER & WOODMAN** does hereby confirm the above terms and conditions in addition to accepting those standard **CONTINGENT AND LIMITING CONDITIONS** attached hereto as Exhibit "A".

No changes in this assignment shall be made without the expressed consent of the undersigned. If upon inspection of the captioned property or review of the material to be supplied by the client or agent, it is determined by **POLACH APPRAISAL GROUP, INC.**, that misrepresentations have been made with respect to the property or data pertinent to this appraisal, the appraisers reserve the right to cancel this contract and refund the retainer charged, less a reasonable inspection fee and actual expenses, or to revise our proposal in accordance with actual conditions and submit same to the client for his review and acceptance. **AMOUNTS UNPAID AFTER 30 DAYS** will be subject to a finance charge of 1.5% per month on the unpaid balance.

If this account is turned over for collection, an amount equal to 40% of the unpaid fee will be added to cover any collection costs.

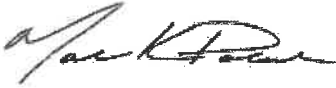
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Proposal For Professional Services Cont'd.

This proposal is valid for (21) twenty-one days from the date affixed by **POLACH APPRAISAL GROUP, INC.** It is understood that work will only commence on this assignment upon our receipt of the signed copy of this proposal along with the required retainer.

This proposal is submitted to document the agreement between the parties. In the event there are any questions or comments before signing this proposal, please call the undersigned. **POLACH APPRAISAL GROUP, INC.,** is pleased to have the opportunity to be of service to you in this assignment.



Mark K. Polach
POLACH APPRAISAL GROUP, INC.

Date March 27, 2025

Joshua S. Harris, P.E., PTOE
Traffic Department Manager
Transportation Group
Baxter & Woodman

Date: