

AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

(Preliminary Assessment/Schematic Design and Design Phase Services – Federal/State/Local)

**Rehabilitate Airfield Signage Including Pavement Marking Updates
Aurora Municipal Airport
Aurora, Illinois
IL Project: ARR-4421
SBG Project: 3-17-SBGP-(tbd)**

WHEREAS, on January 21, 2015 the City of Aurora, Illinois as owner of the Aurora Municipal Airport (hereinafter referred to as the "Owner"), and Crawford, Murphy and Tilly, Inc. (hereinafter referred to as the "Engineer") entered into an Agreement for Engineering Services for preliminary assessment/schematic design and design phase services, and

WHEREAS, ¶ II of the executed contract provided a lump sum amount of \$15,000.00 for preliminary assessment/schematic design phase services and a not-to-exceed amount of \$22,000.00 for design phase services, and

WHEREAS, at the time the contract was negotiated and executed, it was anticipated that the project design would be completed by July 2015, and

WHEREAS, the original agreement included scope of work for 9 new airfield signs and 13 sign modifications. Upon completion of the 35% engineering report, the scope of work was modified to include 21 new airfield signs and 10 sign modifications. The additional time and effort to further refine the overall sign plan and the preliminary design services related to the increase in the scope of work resulted in additional engineering effort for the preliminary assessment and schematic design phase engineering services, and

WHEREAS, upon completion of the 80% contract documents submittal, the approved scope of work included 26 new airfield signs and 6 sign modifications which resulted in a total of 10 new signs to be incorporated into the contract documents requiring additional engineering effort, and

WHEREAS, based on field investigations of the existing ground at the new sign locations, it was determined that grading work around the signs would be needed to meet the runway and taxiway safety area grading criteria. A grading airfield sign detail and new pay items were included into the contract documents for the 80% submittal requiring additional engineering effort, and

WHEREAS, additional time and effort was used throughout the design phase to coordinate the project with the Airport, FAA and ATCT personnel. Coordination meetings, exhibits, responding to review comments and follow-up correspondence was more than originally anticipated for items including the overall sign plan, "hot spot" taxiway intersections, non-movement pavement marking on the apron and construction phasing. Several options and exhibits were presented, discussed and vetted throughout this phase and incorporated into the contract documents for the 80% submittal, and

WHEREAS, due to the receipt of a single bid on the July 31, 2015 IDOT letting more than the available project funds and due to the receipt of no bids on the June 10, 2016 IDOT letting, it was necessary to revise the plans and specifications, extend the design schedule and advertise the project on the January 20, 2017 IDOT letting. Final contract documents were submitted June 11, 2015 and November 15, 2016. The plans and specifications were revised to incorporate the Contractor's comments in a follow-up Contractor inquiry after bidding and to incorporate Aeronautics' request to revise LED sign pay item descriptions, local only funded to federal/state/local funded which included revisions to the plan cover sheet, airfield sign plans, cost estimate, DBE estimate and special provisions, and

WHEREAS, due to the apparent low bid Contractor (January 20, 2017 IDOT letting) declining to accept the award period extension, it was necessary to extend the design schedule and readvertise the project on the June 16, 2017 IDOT letting. Final contract documents were submitted April 25, 2017 which included construction plans, cost estimate, contract time, DBE estimate and special provisions, and

WHEREAS, per ¶ II an amendment will be negotiated when a change in scope occurs or when an extension in time is required for the completion of the project, and

WHEREAS, the circumstances, which necessitated this amendment, were not reasonably foreseeable nor were they within the contemplation of the contract as executed, and

WHEREAS, IDOT Aeronautics has reviewed this amendment and has approved it for execution.

NOW THEREFORE BE IT RESOLVED, that ¶ II be revised to provide a lump sum payment of \$17,100.00 (which includes an amendment amount of \$2,100.00) for preliminary assessment/schematic design and a cost plus a fixed payment of \$5,100.00 total amount not-to-exceed \$40,000.00 for design phase services (which includes an amendment amount cost plus a fixed payment of \$2,300.00 total amount not-to-exceed \$18,000.00).

Attachments:

A - Preliminary Assessment/Schematic Services Estimate of Costs as Amended

B - Design Phases Services Estimate of Costs as Amended

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at **Aurora, Illinois**, this _____, 20____.

ATTEST:

(SEAL)

City of Aurora
(Party of the First Part)

F.E.I.N. _____
Federal Employee's Identification Number

BY _____
(Name)

BY _____
(Name)

Title

Title

ATTEST:

(SEAL)



CRAWFORD, MURPHY & TILLY, INC.
(Party of the Second Part)

F.E.I.N. 37-0844662
Federal Employee's Identification Number

BY Bernard D. Held

BY Brian R. Welker

Bernard D. Held, P.E., Sr. Vice President
Title

Brian R. Welker, P.E., Sr. Vice President
Title

General Conditions

A. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the Sr. Vice President (title)
and duly

authorized representative of the firm Crawford, Murphy & Tilly, Inc.,

whose address is 2750 West Washington Street, Springfield, IL 62702,

and that neither I nor the above firm I here represent has:

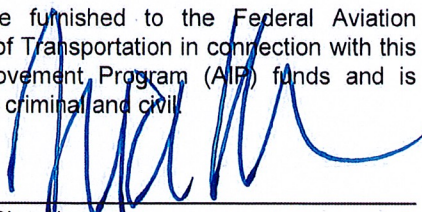
1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

July 12, 2017
Date


Sign Name

Brian R. Welker, P.E.
Print Name

Sr. Vice Pres., Aviation Group Manager
Title

B. CAPACITY TO CONTRACT
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Corporation)

The undersigned, being a duly elected **Vice Presidents** of

Crawford, Murphy & Tilly, Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

12th day of July, AD, 20 17

[Signature]
Corporation

BY [Signature]
Bernard D. Held, P.E., Vice President
Printed Name & Title

BY [Signature]
Brian R. Welker, P.E., Vice President
Printed Name & Title

Aurora Municipal Airport
Rehabilitate Airfield Signage Including Pavement Marking Updates

Attachment A - As Amended

Preliminary Assessment and Schematic Design Phase Services

ESTIMATE OF COSTS

CATEGORY	Per Original Agreement AMOUNT	Total Revised AMOUNT	Amendment AMOUNT
1 <u>Direct Salary Costs</u>	\$ 5,484.30	\$ 6,168.18	\$ 683.88
2 <u>Labor and General and Administrative Overhead¹</u>	\$ 3,115.63	\$ 3,504.14	\$ 388.51
3 <u>Direct Nonsalary Expenses</u>	\$ 4,380.86	\$ 4,927.14	\$ 546.28
Lodging ^{2,3}	\$ -	\$ -	\$ -
Meals/Per Diem ^{2,3}	\$ -	\$ -	\$ -
Transportation ²	\$ 90.00	\$ 150.16	\$ 60.16
Materials & Supplies	\$ 20.00	\$ -	\$ (20.00)
Printing	\$ 20.00	\$ -	\$ (20.00)
CADD time ⁴	\$ -	\$ -	\$ -
Other Costs (Excluding outside Services)	\$ 30.00	\$ 160.84	\$ 130.84
4 <u>Fixed Payment⁵</u>	\$ 1,900.00	\$ 2,200.00	\$ 300.00
5 <u>Outside Services/Subconsultants</u>	\$ -	\$ -	\$ -
none anticipated	\$ -	\$ -	\$ -
Estimate of Total Costs:	\$ 15,040.79	\$ 17,110.47	\$ 2,069.68
Lump Sum Total Amount Not to Exceed:	Use = \$15,000.00	\$17,100.00	\$ 2,100.00

Aurora Municipal Airport
Rehabilitate Airfield Signage Including Pavement Marking Updates

Attachment B - As Amended
 Design Phase Services
ESTIMATE OF COSTS

CATEGORY	Per Original Agreement AMOUNT	Total Revised AMOUNT	Amendment AMOUNT
1 <u>Direct Salary Costs</u>	\$ 8,057.46	\$ 14,730.00	\$ 6,672.54
2 <u>Labor and General and Administrative Overhead¹</u>	\$ 4,577.44 56.81%	\$ 8,368.11	\$ 3,790.67
3 <u>Direct Nonsalary Expenses</u>	\$ 6,436.30 79.88%	\$ 11,766.32	\$ 5,330.02
Lodging ^{2,3}	\$ -	\$ -	\$ -
Meals/Per Diem ^{2,3}	\$ -	\$ -	\$ -
Transportation ²	\$ 50.00	\$ 20.52	\$ (29.48)
Materials & Supplies	\$ 20.00	\$ -	\$ (20.00)
Printing	\$ 30.00	\$ -	\$ (30.00)
CADD time ⁴	\$ -	\$ -	\$ -
Other Costs (Excluding outside Services)	\$ 35.00	\$ 56.39	\$ 21.39
4 <u>Fixed Payment⁵</u>	\$ 2,800.00	\$ 5,100.00	\$ 2,300.00
5 <u>Outside Services/Subconsultants</u>	none anticipated	\$ -	\$ -
Estimate of Total Costs:	\$ 22,006.20	\$ 40,041.35	\$ 18,035.15
Cost Plus Fixed Payment	Use = \$ 22,000.00	\$ 40,000.00	\$ 18,000.00

RES. R14-334 37,000
 \$ 3000 AMENDMENT

