

AMENDMENT #2 TO AGREEMENT FOR ENGINEERING SERVICES

(Design Phase Services)

**Rehabilitate Airfield Lighting Vault and Replace Generator
Aurora Municipal Airport
Aurora, Illinois
IL Project: ARR-4915**

WHEREAS, on February 27, 2024 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 design phase services, and

WHEREAS, of the executed contract provided a not-to-exceed fee of \$107,000.00 for design phase services, and with an executed amendment #1 provided an amended not-to-exceed \$121,800.00 for design phase services, and

WHEREAS, revised final plans were completed for the rebid along with special provisions, estimate of construction costs, estimate of contract time duration, estimate of DBE items, and

WHEREAS, time and effort were required for bid analysis, award coordination, preparation of allocation spreadsheet for the rebid of the project, and

WHEREAS, per paragraph 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

NOW THEREFORE BE IT RESOLVED, that paragraph II.D of the agreement be revised to provide a cost plus a fixed payment of \$16,190.00 total amount not-to-exceed \$127,800.00 for design phase services (which includes an amendment cost plus a fixed payment of \$770.00 total amount not-to-exceed \$6,000.00) unless further major change or addition to scope is required in which case further authorization will be required.

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

ATTEST:

(SEAL)

City of Aurora, Illinois

(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 _____

Daniel L. Pape, P.E., Aviation Group Manager

Title

BY _____

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.

October 15, 2025

Date



Sign Name

Brian R. Welker, P.E.

Print Name

Senior Vice President

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 **Aviation Group Manager and Sr. Vice President** 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.

15th day of October, AD, 2025

BY 

Daniel L. Pape, P.E., Aviation Group Manager
Printed Name & Title

Crawford, Murphy & Tilly, Inc.
Corporation

BY 

Brian R. Welker, P.E., Sr. Vice President
Printed Name & Title

Attachment A - Amendment

Aurora Municipal Airport
Rehabilitate Airfield Lighting Vault; Replace Vault Generator
Preliminary Design and Design Phase
ESTIMATE OF COSTS

<u>CATEGORY</u>		<u>AMENDMENT #1 AMOUNT</u>	<u>AMENDED AMOUNT</u>	<u>TOTAL REVISED AMOUNT</u>
1 <u>Direct Salary Costs</u>		\$39,256.62	\$1,956.69	\$41,213.31
2 <u>Labor and General and Administrative Overhead</u> ¹	57.73%	\$22,662.85	\$1,129.59	\$23,792.44
3 <u>Direct Nonsalary Expenses</u>	113.03%	\$44,371.76	\$2,211.64	\$46,583.40
Lodging ^{2,3}		\$ -	\$0.00	\$0.00
Meals/Per Diem ^{2,3}		\$ -	\$0.00	\$0.00
Transportation ²		\$ 97.82	\$0.00	\$97.82
Materials & Supplies		\$ -	\$0.00	\$0.00
Printing		\$ -	\$0.00	\$0.00
CADD time ⁴		\$ -	\$0.00	\$0.00
Other Costs (Excluding outside Services)		\$ -	\$0.00	\$0.00
4 <u>Fixed Payment</u> ⁵		\$15,420.00	\$770.00	\$16,190.00
5 <u>Outside Services/Subconsultants</u>		\$0.00	\$0.00	\$0.00
n/a		\$0.00		
	Total =	\$121,809.05	\$6,067.92	\$127,876.97
Cost Plus Fixed Payment Total Amount Not to Exceed	Use =	\$121,800.00	\$6,000.00	\$127,800.00

NOTES:

1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

2/ Current approved rates established by State of Illinois - Governors Travel Control Board.

3/ Shall not be used in calculation of fixed payment amount.

4/ Maximum CADD rate shall be \$15.00/hour.

5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].