AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

(Design Phase Services)

Replace Airfield Signage, Wind Cones, Runway 15 & 27 Runway End Identifier Lights, Beacon & Runway Guard Lights
Aurora Municipal Airport
Aurora, Illinois
IL Project: ARR-5201

WHEREAS, on July 23, 2025 the <u>City of Aurora, Illinois</u> as owner of the <u>Aurora Municipal Airport</u> (hereinafter referred to as the "Owner"), and <u>Crawford, Murphy and Tilly, Inc.</u> (hereinafter referred to as the "Engineer") entered into an Agreement for Engineering Services for design phase services, and

WHEREAS, ¶ II of the executed contract provided a not-to-exceed fee of \$86,000.00 for design phase services, and

WHEREAS, time and effort for preparation and development of the preliminary and final noncompetitive procurement document for the beacon light and wind cones, which includes Non-Competitive Bid Contract document, engineer's opinion of probable contract time and project cost, and

WHEREAS, time and effort to assist the Owner to coordinate with beacon and wind cone sole source provider, submit the noncompetitive procurement document to sole source provider for execution and assist the Owner with the award letter, and

WHEREAS, time and effort for the 80% preliminary construction document submittal and the final construction document submittal to include the owner furnished beacon and wind cone equipment including construction plans, special provisions, estimate of construction cost, estimate of contract duration, estimate of DBE items, 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

NOW THEREFORE BE IT RESOLVED, that ¶ II be revised to provide a cost plus a fixed payment of \$15,700.00 total amount not-to-exceed \$101,700.00 for design phase services (which includes an amendment cost plus a fixed payment of \$1,980.00 total amount not-to-exceed \$15,700.00) 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
ВУ	BY
(Name)	(Name)
Title	Title
ATTEST:	
(SEAL)	
	Crawford, Murphy & Tilly, Inc.
	(Party of the Second Part)
	F.E.I.N. 37-0844662
^	F.E.I.N. 37-0844662 Federal Employee's Identification Number
BY_	BY MUNUMARE
Daniel L. Pape, P.E., Aviation Group Manager	Brian R. Welker, P.E., Sr. Vice President
Title	Title

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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 that and 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. 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. 08/22/25 Date Brian R. Welker, P.E.

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August 22, 2025 24006514.00

Print Name

Title

Senior Vice President

B. CAPACITY TO CONTRACT

(Public Act 90-0572)

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

CERTIFICATION OF CAPACITY TO CONTRACT

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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	n Group I	Manager and Sr. Vice President of
	Crawford, Murphy & Tilly, Inc.		, a corporation, hereby certify that
they			d that they have checked the records of the
	•		ive individually more than 7 1/2% of the total
			their spouse or minor child more than 15% of elected State official, a member of the General
	-		e; (ii) an officer or employee of the Illinois Toll
			or (iii) a spouse or a minor child of any such
enu	merated person.		
22	nd _{lay of} August , AD, 20 25		Crawford, Murphy & Tilly, Inc.
			Corporation
BY	A Hay	BY	Sun / Willing P.E.
	Daniel L. Pape, P.E., Aviation Group Mana	<u>ager</u>	Brian R. Welker, P.E., Sr. Vice President
	Printed Name & Title		Printed Name & Title

AMENDMENT - ATTACHMENT A

Aurora Municpal Airport

Replace Airfield Signage, Wind Cones, Runway 15 & 27 REILs, Airport Rotating Beacon and RGL

Preliminary Design and Design Phase

ESTIMATE OF COSTS

CATEGORY		ORIGINAL AMOUNT	AMENDED AMOUNT	TOTAL REVISED AMOUNT
1 Direct Salary Costs (Thru July 15, 2025 draft invoice)		\$27,707.84	\$1,345.71	\$29,053.55
1a Direct Salary Costs - Estimated (July 16, 2025 thru completion)		\$0.00	\$3,768.56	\$3,768.56
2 <u>Labor and General and Administrative Overhead</u> ¹	53.56%	\$14,840.32	\$2,739.20	\$17,579.52
3 <u>Direct Nonsalary Expenses</u>	114.51%	\$31,728.25	\$5,856.35	\$37,584.60
3a Premium Labor Cost (Thru July 15, 2025 draft invoice)		\$0.00	\$92.27	\$92.27
Lodging ^{2,3}		\$0.00	\$0.00	\$0.00
Meals/Per Diem ^{2,3}		\$0.00	\$0.00	\$0.00
Transportation ²		\$105.00	-\$31.50	\$73.50
Materials & Supplies		\$0.00	\$0.00	\$0.00
Printing		\$660.00	\$0.00	\$660.00
CADD time ⁴		\$0.00	\$0.00	\$0.00
Other Costs (Excluding outside Services)		\$90.00	\$0.00	\$90.00
4 <u>Fixed Payment⁵</u>		\$10,890.00	\$1,980.00	\$12,870.00
5 Outside Services/Subconsultants		\$0.00	\$0.00	\$0.00
	Total =	\$86,021.41	\$15,750.59	\$101,772.00
AMENDED - Cost Plus Fixed Payment Total Amount Not to E	Exceed Use =	\$86,000.00	\$15,700.00	\$101,700.00

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)].

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