

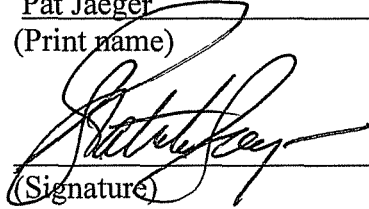
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Amendment #1 to Agreement with CMT for Final Design and
Permitting for Replacement of Keslinger Road Bridge over a Tributary of Mill Creek,
Kane County Section #07-00363-00-BR

Submitted by: Linda Haines

Date Submitted: September 3, 2008

Examined by: Pat Jaeger
(Print name)


(Signature)

Sept. 17, 2008
(Date)

Comments: _____

Chairman signed: Yes No 10-14-08
(Date)

Document returned to: County Clerk

**AMENDMENT #1 TO AN AGREEMENT
BETWEEN THE COUNTY OF KANE AND CRAWFORD, MURPHY & TILLY, INC. FOR
FINAL DESIGN AND PERMITTING SERVICES FOR THE REPLACEMENT OF THE
KESLINGER ROAD BRIDGE OVER A TRIBUTARY OF MILL CREEK
KANE COUNTY SECTION NO. 07-00363-00-BR**

PURCHASE ORDER # 2007-203

This Amendment #1 made this 14th day of October 2008 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and Crawford, Murphy and Tilly, a Delaware corporation authorized to do business in the State of Illinois and an licensed professional engineering corporation, with offices at 550 North Commons Drive, Suite 116, Aurora, Illinois 60504 (hereinafter referred to as the "CONSULTANT").

RECITALS

WHEREAS, pursuant to Kane County Resolution No. 07-316, the County and the CONSULTANT entered into an agreement for final design and permitting services for the replacement of the Keslinger Road bridge over a tributary of Mill Creek (herein after referred to as the "Agreement"); and

WHEREAS, additional engineering and permitting services at a cost of Thirty Seven Thousand Nine Hundred Seventy Nine and 29/100 Dollars (\$37,979.29) are required and were not anticipated in the original scope of the Agreement; and

WHEREAS it is in the County's best interest to extend the upper limit of the Agreement by an additional Thirty Seven Thousand Nine Hundred Seventy Nine and 29/100 Dollars (\$37,979.29) from \$154,881.20 to \$192,860.49.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and agreements herein set forth, and the understandings of each party to the other, the parties do hereby mutually agree as follows:

1.0 RECITALS INCORPORATED

1.1. The foregoing recitals are incorporated into this Amendment #1 as though fully set forth herein.

2.0 AGREEMENT REMAINS IN EFFECT

2.1 The previous Agreement remains in full force and effect except to the extent that the provisions of this Amendment #1 conflict with the previous Agreement, in which case the provisions of this Amendment #1 shall control.

3.0 SCOPE OF SERVICES

3.1 Additional engineering services to provided by the CONSULTANT under the terms of this Amendment #1 shall be according to the specifications as set forth in Exhibit "A" hereof, which exhibit is incorporated into and made a part hereof.

4.0 COMPENSATION

4.1 Compensation for the additional engineering services not included in the Agreement shall be increased by \$37,979.29 based upon the scope of work described in Exhibit "A" which is attached hereto and made a part hereof.

4.2 Total payments to the CONSULTANT under the terms of the Agreement and this Amendment #1 shall not exceed \$192,860.49.

5.0 PROJECT SCHEDULE

5.1. The date of termination of the Agreement shall be December 31, 2010 unless otherwise extended by agreement of the Consultant and the Kane County Engineer.

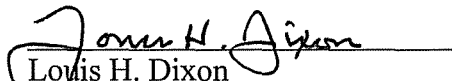
Save these provisions of Amendment #1, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date written above:

COUNTY OF KANE

CRAWFORD, MURPHY, AND TILLY INC.



Karen McConnaughay, Chairman
Kane County Board


Louis H. Dixon
Vice-President

ATTEST:

ATTEST:

John A. Cunningham
Kane County Clerk



CEO

Exhibit A - Preliminary Engineering for Supplement #1

Route: Keslinger Road over a Tributary of Mill Creek
 Local Agency: Kane County
 Section:
 Project:
 Job No.:

*Firm's approved rates on file with
 IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 1.5708 %
 Complexity Factor [Ⓢ] 0.0
 Calendar Days 542

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-Hours	Payroll Rate	Payroll Costs DL(1+R)	Overhead*	Services by others	In-House Direct Costs (IHDC)	Profit	Total	% of Grand Total
A Data Collection and Bridge Inspection	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
B Field Surveys and ROW Plats	48	\$25.71	\$1,234.08	\$1,938.49	\$0.00	\$90.00	\$473.07	\$3,735.65	9.84%
C Preliminary Design Studies	24	\$32.26	\$774.24	\$1,216.18	\$0.00	\$0.00	\$288.61	\$2,279.03	6.00%
D Hydraulics, Environmental and Permitting	68	\$32.26	\$2,193.68	\$3,445.83	\$1,500.00	\$0.00	\$817.73	\$7,957.24	20.95%
E Public Information Meeting (Not Required)	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
F Plans, Quantities, Specifications, and Estimate of Cost	172	\$33.32	\$5,731.04	\$9,002.32	\$0.00	\$0.00	\$2,136.34	\$16,869.69	44.42%
G Project Coordination Meetings	60	\$36.27	\$2,176.20	\$3,418.37	\$0.00	\$225.00	\$843.84	\$6,663.41	17.54%
H Soil Investigation & Geotechnical Report	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
I Bidding Assistance/ Evaluation	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
J Project Administration	4	\$40.28	\$161.12	\$253.09	\$0.00	\$0.00	\$60.06	\$474.27	1.25%
Totals	376	\$32.63	\$12,270.36	\$19,274.28	\$1,500.00	\$315.00	\$4,619.65	\$37,979.29	100.00%