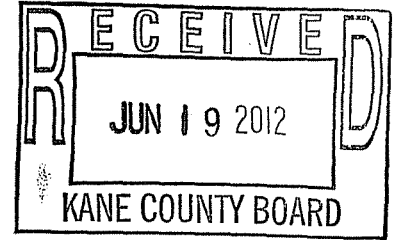


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: Approving Amendment #1 to Phase II Engineering Agreement

With CMT for Plank Road Realignment, _____

Submitted by: Linda Haines

Date Submitted: May 8, 2012

Examined by: Pat Jaeger

(Print name)

Pat Jaeger
(Signature)

May 9, 2012

(Date)

Post on Web: Yes No Atty. Initials *PJ*

Comments:

Chairman signed: Yes No June 21, 2012

(Date)

Document returned to: _____

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 144

APPROVING AMENDMENT NO. 1 TO A PHASE II ENGINEERING SERVICES AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC. FOR PLANK ROAD REALIGNMENT KANE COUNTY SECTION NO. 10-00095-00-FP

WHEREAS, pursuant to Resolution No. 10-241, the Kane County Board appropriated Three Hundred Ninety Seven Thousand Four Hundred Forty One and 52/100 Dollars (\$397,441.52) (hereinafter the "appropriation") and entered into an Agreement with Crawford, Murphy & Tilly, Inc for Phase II Engineering services for the proposed Plank Road (Kane County Highway No. 22) realignment (hereinafter referred to as the "Project"); and

WHEREAS, additional engineering services not anticipated in the original scope of work are needed which will result in improved drainage and potential cost savings; and

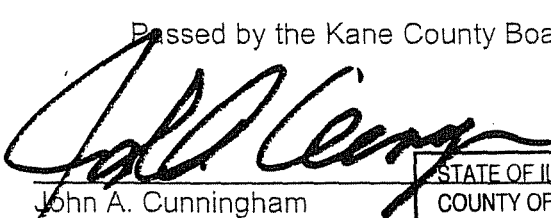
WHEREAS, it is in the County's best interest to extend the upper limit of the appropriation by an additional Twenty Three Thousand Three Hundred Eighty One and 64/100 Dollars (\$23,381.64) from \$397,441.52 to \$420,823.16 and to enter into an Amendment No. 1 to the Agreement with Crawford Murphy & Tilly, Inc. for the Project (a copy of which is on file with the County Clerk's Office).

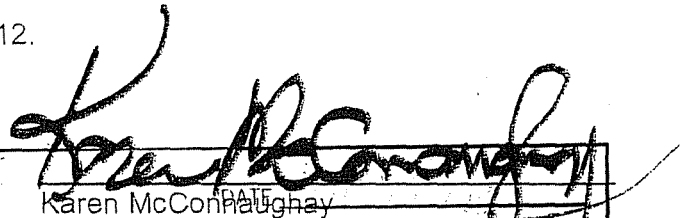
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute Amendment No. 1 to the Phase II Engineering services agreement with Crawford, Murphy & Tilly, Inc. for the Project.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the additional sum of Twenty Three Thousand Three Hundred Eighty One and 64/100 Dollars (\$23,381.64) from Impact Fees Fund #553, Line Item #50140 (Engineering), P.O. #2010-1869 for a total appropriation for the Project not to exceed Four Hundred Twenty Thousand Eight Hundred Twenty Three and 16/100 Dollars (\$420,823.16) to pay for said Phase II Engineering services for the Project.

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
553.520.553.50140	Engineering	Yes	Yes	

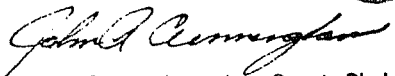
Passed by the Kane County Board on May 8, 2012.


 John A. Cunningham
 Clerk, County Board
 Kane County, Illinois


 Karen McConaughay
 Chairman, County Board
 Kane County, Illinois

STATE OF ILLINOIS
 COUNTY OF KANE

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois


 John A. Cunningham, Kane County Clerk

Vote:
 Yes 25
 No -
 Voice -
 Abstentions -

**AMENDMENT #1 TO AN AGREEMENT
BETWEEN THE COUNTY OF KANE & CRAWFORD MURPHY & TILLY INC. FOR
PHASE II ENGINEERING SERVICES OF
THE PLANK ROAD REALIGNMENT
KANE COUNTY SECTION NO. 10-00095-00-FP**

PURCHASE ORDER # 2012-144

This Amendment #1 made this 8th day of May 2012 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and CRAWFORD MURPHY & TILLY CONSULTANTS, INC.), a Delaware corporation authorized to do business in the State of Illinois and an Illinois licensed professional engineering firm, 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. 10-241, the COUNTY and the CONSULTANT entered into an agreement for Phase II design services for the Plank Road Realignment (herein after referred to as the "Agreement"); and

WHEREAS, additional Plank Road Project engineering services are required at a cost of Twenty Seven Thousand Five Hundred Eighty Nine and 23/100 Dollars (\$23,381.64) which 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 Twenty Seven Thousand Five Hundred Eighty Nine and 23/100 Dollars (\$23,381.64), from \$397,441.52 to \$420,823.16.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and agreements herein set forth, and the understandings of each party with the other, the COUNTY and the CONSULTANTS 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 \$23,381.64 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 \$420,823.16

5.0 PROJECT SCHEDULE

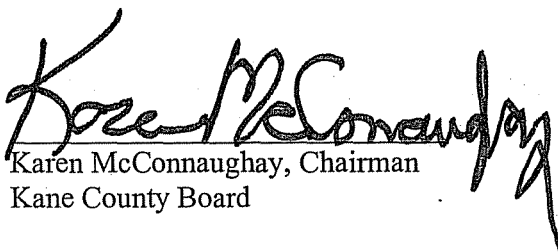
5.1. The date of termination of the Agreement shall be September 1, 2012 unless otherwise extended by agreement of the COUNSULTANT and the Kane County Engineer.

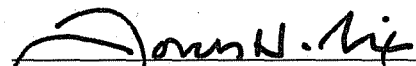
Save these provisions of Amendment #1, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

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

COUNTY OF KANE

CRAWFORD MURPHY & TILLY, INC.

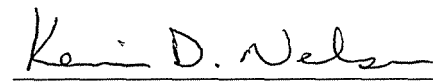

Karen McConaughay, Chairman
Kane County Board


NAME: Louis H. Dixon
TITLE: Senior Vice President

ATTEST:

ATTEST:

John A. Cunningham
Kane County Clerk


NAME KEVIN D. NELSON
TITLE: Sr. MANAGER, HWYS + BRIDGES

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EXHIBIT "A"

**Kane County Division of Transportation
Project Scope Description to Provide
Phase I (Preliminary) and Phase II (Design) Engineering Services for the
Intersection of Plank Road at Burlington Road**

Supplement #1

ENGINEERING SERVICES

Detailed Scope of Supplemental Engineering Services

A. Additional Field and Land Surveys:

1. It was determined that previously collected survey data provided to consultant needed to be expanded in order to cover project limits.
2. A 750'x30' section of land behind the homes located on the west side of Burlington Road, south of existing French and north of existing Plank Road (west) will need to be surveyed in order to design a drainage ditch proposed for this area. This was not included in the original scope of services.
3. Plot of Survey Data
 - a. Download of new survey data/points
 - b. Create existing conditions plan view
 - c. Incorporate new survey data into Digital Terrain Model (DTM) (Contours)
 - d. Generate existing condition cross sections

B. Geotechnical Investigations and Reports: Additional soil borings were completed at the proposed borrow site by KDOT's on-call geotechnical consultant. CMT services:

1. Coordinate with KDOT on-call geotechnical subconsultant
2. Provide exhibits, with proposed northings and eastings, to KDOT on-call geotech consultant for boring layout program at borrow site location.
3. Provide elevation information for boring logs
4. Review and analyze available soils for Plank Road fill requirements.
5. Prepare preliminary quantities and cost comparison for 6 different Plank Road structural fill options.
6. Meet with KDOT and EEI to discuss findings on available earthwork in borrow pit and proposed Plank Road fill areas.

C. Location Drainage Study for area west of Burlington Road and north of Plank Road

1. Additional drainage study area outside original project limits. The additional drainage area refers to the 750' x 30' section of land behind the homes located on the west side of Burlington Road south of existing French and north of existing Plank Road (west). A drainage ditch will be needed in this area to convey water from vacant field to avoid existing residential and roadway flooding issues.
2. Prepare exhibits of existing drainage area.

D. Additional Plan Sheet Preparation:

1. Drainage Ditch Detail Sheets (behind homes on Burlington Road) (1 Sheet)
2. Erosion Control Sheets at proposed drainage ditch (1 Sheet)

E. Project Administration