AMENDMENT NUMBER 2 TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS Amendment (the "Amendment") is made by the <u>City of Peoria</u>, whose address is <u>419 Fulton</u>, <u>Peoria</u>, <u>IL 61602</u> hereinafter called the **CITY** and <u>Crawford</u>, <u>Murphy & Tilly</u>, <u>Inc.</u>, Consulting Engineers, <u>401 SW Water Street</u>, <u>Suite 209</u>, <u>Peoria</u>, <u>Illinois 61602</u>, hereinafter called the **ENGINEER**, parties to the **Agreement** (the "Agreement") dated December 9, 2014.

The Agreement is hereby amended as follows:

SERVICES included under this Amendment are Engineering Services for various projects requested by the CITY under separate Work Orders and located within the City of Peoria. The **SERVICES** shall be performed under the supervision of an Illinois Professional **ENGINEER** and be sealed by that person.

The **ENGINEER** agrees to provide the above described **SERVICES** and the **CITY** agrees to compensate the **ENGINEER** for these **SERVICES** on a time and expense basis in accordance with the attached Schedule of Hourly Charges. Reimbursable direct expenses and sub-engineer services performed by another firm will be invoiced at cost. Hours in excess of 8 hours per day or 40 hours per week will only be compensated at the attached Schedule of Hourly Charges there will be no premium hourly charges awarded.

This Amendment shall remain in effect until December 31, 2015. The total fee of all projects completed under this Amendment shall not exceed **TWO HUNDRED AND THIRTY THOUSAND DOLLARS (\$230,000.00)**.

The CITY retains the option to extend the time of the Amendment and/or increase the fee limit with City Council approval. The CITY and the ENGINEER each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and Amendments herein and, except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer any part of his interest in the AGREEMENT or this Amendment without the written consent of the other party hereto. This Amendment, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois.

This Amendment is in the best interest of the City of Peoria and authorized by 720 ILCS 5/33E-9.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of ____, 2014. **Executed by ENGINEER:** Title: **Executed by CITY:** City of Peoria, Illinois Attest: Reviewed and Approved: By: Patrick Urich Beth Ball Title: City Manager Title: City Clerk **Donald Leist** Title: Corporation Counsel By: Michael T. Rogers

Title: Director of Public Works

CRAWFORD, MURPHY & TILLY, INC. STANDARD SCHEDULE OF HOURLY CHARGES

Classification	2012 Rates Per Hour	2013 Rates Per Hour	2014 Rates Per Hour
Administrative Assistant/Clerk	. \$ 50	\$51.50	\$53.00
Technical Assistant	\$ 56	\$57.50	\$59.25
Technician	\$ 68	\$70.00	\$72.00
Senior Technician	\$ 92	\$94.75	\$97.60
Land Surveyor	\$ 105	\$108.00	\$111.25
Technical Manager	\$ 68	\$70.00	\$72.00
Planner	\$ 66	\$68.00	\$70.00
Engineer/Architect	\$ 78	\$80.30	\$82.75
Senior Engineer/Architect	\$ 103	\$106.00	\$109.25
Project Engineer/Manager/Architect	\$ 115	\$118.00	\$122.00
Senior Project Engineer/Manager	\$ 147	\$151.00	\$155.00
Principal	\$ 165	\$169.00	\$174.00

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A useage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.