

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND EDWIN HANCOCK ENGINEERING CO.
FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES
FOR THE VILLAGE'S 2018 AND 2019 ALLEY IMPROVEMENT PROJECTS**

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT DATED November 4, 2014, renewed on September 22, 2015, and renewed on August 10, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation, and Edwin Hancock Engineering Co., an Illinois Corporation, is entered into this ____day of April, 2017 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement dated November 4, 2014 ("Agreement"); and

WHEREAS, the Parties seek to amend the Agreement as set forth herein for the Village's 2018 and 2019 Alley Improvement Projects.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. AMENDMENT TO AGREEMENT. Section 1 ("Services of the Agreement") is amended by adding a new Subsection 1.4 to read as follows:

1. SERVICES OF THE CONSULTANT.

1.4. This Agreement shall be in effect until the completion of all work associated with the 2017 Alley Improvement Project. The Village may renew this Agreement for two (2) additional annual terms for design and construction engineering services for the Village's 2018 and 2019 Alley Improvement Projects pursuant to the terms of this Agreement and Consultant's Proposal for "Design and Construction Engineering Services of the 2018 and 2019 Alley Improvement Projects" dated August 22, 2016, attached hereto and incorporated herein by reference. Any renewal of this Agreement shall be on an annual basis for no more than two (2) additional terms. If any price reductions are announced during the agreement period, the Village shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

The Project consists of professional engineering services, as more completely described in the Consultant's "Proposal for Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements" dated October 16, 2014 and in the Consultant's Proposal for "Design and Construction Engineering Services of the 2018 and 2019 Alley Improvement Projects" dated August 22, 2016, collectively attached hereto ("Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing design and construction engineering services for alley improvements as described in the Scope of Services section of the Project. The Village shall approve the use of subconsultants by Consultant to perform any of the Services that are the subject of this Agreement.

2. AMENDMENT TO AGREEMENT. Section 2 ("Compensation for Services") of the Agreement is amended by deleting the overstricken language and adding the underlined language to read as follows:

Section 2: Compensation for Services

2.1. The Village shall compensate the Consultant for the Services in an amount not to exceed ~~\$248,600.00 ("Contract Price")~~ according to the hourly rates for the various personnel classifications included in the "Engineering Fee" section of the Consultant's Proposal dated August 22, 2016. The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., except as set forth herein.

3. OTHER PROVISIONS OF THE PROFESSIONAL SERVICES AGREEMENT TO REMAIN IN EFFECT. All other terms and conditions of the Professional Services Agreement shall remain in full force and effect.

4. EFFECTIVE DATE. This Amendment to the Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

EDWIN HANCOCK ENGINEERING CO.

By: Cara Pavlicek
Its: Village Manager

By: Derek Treichel
Its: President

Dated: _____

Dated: _____

ATTEST

ATTEST

By: Teresa Powell
Its: Village Clerk

By:
Its:

Dated: _____

Dated: _____