

**AMENDMENT TO THE RENEWAL AGREEMENT WITH EDWIN HANCOCK ENGINEERING CO. FOR  
DESIGN ENGINEERING SERVICES FOR THE 2020 ALLEY IMPROVEMENTS PROJECT IN AN  
ADDITIONAL AMOUNT NOT TO EXCEED \$57,500**

**THIS AMENDMENT TO THE RENEWAL AGREEMENT DATED** July 25, 2018, , 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 November, 2019 (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 entered into a Renewal of the Agreement dated July 25, 2018 (“Renewal”); and

**WHEREAS**, the Parties seek to amend the Agreement for the 2020 Alley Improvements Project for an additional amount not to exceed \$57,500 for a total amount under the Agreement of \$367,795.

**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 AMENDMENT TO AGREEMENT.** Section 1.4 is superseded and replaced with a new Section 1.4 to read as follows:

1.4. This Agreement shall be in effect until the completion of all work associated with design of the 2020 Alley Improvements Project. 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 “Village of Oak Park 20-4 2020 Alley Improvements” dated October 22, 2019, 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 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 2.1 of the Agreement is superseded and replaced with a new Section 2.1 to read as follows:

2.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$367,795 ("Contract Price") according to the hourly rates for the various personnel classifications included in the "Engineering Fee" section of the Consultant's Proposal dated October 22, 2019. 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 AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Professional Services Agreement shall remain in full force and effect through the completion of the 2020 Alley Improvements Project.

**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: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019