

**DOCUMENT VET SHEET**  
for  
**Chris Lauzen**  
**Chairman, Kane County Board**

Name of Document: **Amendment 1 to an Agreement between County of Kane and V3 Companies for PH II Engineering for Randall Road Route 529 Improving Access to Bus Service, Kane Co. Sec. #11-00392-01-TD**

Submitted by: **Linda Haines**

Date Submitted: **January 16, 2013**

Examined by: *J. Patrick Jaeger*  
(Print name)

*J. Patrick Jaeger*  
(Signature)

01-16-13  
(Date)

Comments:

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

Chairman signed:  Yes  No      Date: 1-25-13

Document returned to: \_\_\_\_\_

**AMENDMENT NO. 1 TO AN AGREEMENT  
BETWEEN THE COUNTY OF KANE & V3 COMPANIES OF ILLINOIS, LTD. FOR  
PHASE II ENGINEERING SERVICES FOR RANDALL ROAD ROUTE 529  
IMPROVING ACCESS TO BUS SERVICE  
KANE COUNTY SECTION NO. 11-00392-01-TD**

**PURCHASE ORDER # 2011-412**

This Amendment No. 1 made this 15<sup>th</sup> day of January 2013 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and V3 Companies of Illinois, Ltd., an Illinois corporation and licensed professional engineering firm, with offices at 7325 Janes Avenue, Woodridge, Illinois 60517 (hereinafter referred to as the "CONSULTANT").

**R E C I T A L S**

WHEREAS, pursuant to Kane County Resolution No. 11-40, the COUNTY and the CONSULTANT entered into an agreement for Phase II design services for Randall Road Route 529, Improving Access to Bus Service (herein after referred to as the "Agreement"); and

WHEREAS, additional Phase II engineering services are required for the Randall Road Route 529, access to Bus Services at a cost of Sixteen Thousand Seven Hundred Fifty Six and 18/100 (\$16,756.18) that were not anticipated in the original scope of work for the Agreement or any subsequent amendment thereto; and

WHEREAS it is in the County's best interest to modify the upper limit of the Agreement by an additional Sixteen Thousand Seven Hundred Fifty Six and 18/100 (\$16,756.18), from \$84,986.47 to \$101,742.65.

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 CONSULTANT does hereby mutually agree as follows:

1.0 RECITALS INCORPORATED

1.1. The foregoing recitals are incorporated into this Amendment No. 1 as though fully set forth herein.

2.0 AGREEMENT REMAINS IN EFFECT

2.1 The Agreement remains in full force and effect except to the extent that the provisions of this Amendment No. 1 conflict with the Agreement, in which case the provisions of this Amendment No. 1 shall control.

3.0 SCOPE OF SERVICES

3.1 Additional engineering services to be provided by the CONSULTANT under the terms of this Amendment No. 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 \$16,756.18 based upon the scope of work described in Exhibit "A".

4.2 Total payments to the CONSULTANT under the terms of the Agreement and this Amendment No. 1 shall not exceed \$101,742.65.

5.0 PROJECT SCHEDULE

5.1. The date of termination of the Agreement and Amendment No. 1 shall be September 1, 2013 unless otherwise extended by written agreement of the COUNSULTANT and the Kane County Engineer.

Save these provisions of Amendment No. 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

V3 COMPANIES OF ILLINOIS, LTD.

Christopher J. Lauzen , Chairman  
Kane County Board

NAME: Pat Kennedy  
TITLE: President

ATTEST:

ATTEST:

John A. Cunningham  
Kane County Clerk

  
NAME: Dave Heslinga  
TITLE: Secretary

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