# **DOCUMENT VET SHEET**

# for

# Karen McConnaughay Chairman, Kane County Board

| Name of Document:      | Amendment to Agreement with Huff & Huff for the Daily |  |  |  |  |  |
|------------------------|---|--|--|--|--|--|
| Landfill, Stearns Road | d Bridge Corridor, Kane County Sec. #98-002114-02-BR  |  |  |  |  |  |
| Submitted by:          | Linda Haines  |  |  |  |  |  |
| Date Submitted:        | January 15, 2008                                      |  |  |  |  |  |
| Examined by:           | Pat Jaeger (Print name)                               |  |  |  |  |  |
|                        | Notal Jay   |  |  |  |  |  |
|                        | (Signature)   |  |  |  |  |  |
|                        | (Date)  |  |  |  |  |  |
| Comments:              |   |  |  |  |  |  |
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| Chairman signed:       | (Yes) No 2-14-08                                      |  |  |  |  |  |
| Document returned      | to: $(Ves)$ No $(Date)$ $(Date)$                      |  |  |  |  |  |

# SUPPLEMENT #1 TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE COUNTY OF KANE AND HUFF AND HUFF INC. FOR MONITORING AND ANALYTIC SERVICES AT THE DAILY LANDFILL STEARNS ROAD BRIDGE CORRIDOR

| PITR  | CHA | SE | ORD: | ER   | #  |
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Route:

Stearns Road Bridge Corridor

Project:

Leroy Daily Landfill

County:

Kane

Section:

98-00214-02-BR

Job No.:

PO#

Supplement Value:

\$24,987,48

WHEREAS, the County of Kane, hereinafter referred to as the "COUNTY" and Huff and Huff Inc., hereinafter referred to as the "CONSULTANT" entered into a contract on September 13, 2005 (hereinafter the "AGREEMENT"), (Kane County Board Resolution Number 05-320) for the CONSULTANT to perform Environmental Engineering Services for the PROJECT as set forth hereinabove. The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY"; and,

WHEREAS, at the request of the Illinois Environmental Protection Agency (IEPA) the COUNTY desires to have the CONSULTANT install and monitor up to four (4) new monitoring wells at Leroy Daily Landfill; and,

WHEREAS, the COUNTY also desires to have the CONSULTANT provide appropriate well monitoring and analytical services in conjunction therewith; and,

WHEREAS, the CONSULTANT agrees that it shall install as many four (4) new monitoring wells and provided monitoring and analytic services for the PROJECT; and,

WHEREAS, the total payments by the COUNTY to the CONSULTANT under the terms of the AGREEMENT is an amount not to exceed \$58,479.00; and,

WHEREAS, the cost to provide the additional services as directed by the County under the proposed SUPPLEMENT is not to exceed \$24,987.48, thereby increasing the upper limit of the AGREEMENT to \$83,466.48; and,

WHEREAS, the COUNTY and the CONSULTANT desire to enter into this SUPPLEMENT to amend the terms of the AGREEMENT.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein the PARTIES agree that:

## 1.0 RECITALS INCORPORATED

1.1. The foregoing recitals are incorporated into this SUPPLEMENT 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 SUPPLEMENT conflict with the previous AGREEMENT, in which case the provisions of this SUPPLEMENT shall control.

## 3.0 SCOPE OF SERVICES

3.1 Additional services to provided by the CONSULTANT under the terms of this SUPPLEMENT 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 environmental engineering services not included in the AGREEMENT shall be increased by \$24,987.48 based upon the scope 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 SUPPLEMENT shall not exceed \$83,466.48.

## 5.0 PROJECT SCHEDULE

5.1. The date of termination of the AGREEMENT shall be March 1, 2009.

Save these provisions, all other terms and conditions of the AGREEMENT remain unchanged.

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

COUNTY OF KANE

HUFF AND HUFF INC.

CHAIRMAN, KANE COUNT

ATTEST:

**PRESIDENT** 

ATTEST:

JOHN A. CUNNINGHAM KANE COUNTY CLERK