

ADDENDUM #4 TO EXHIBIT B POLICE DEPARTMENT FIRING RANGE AND EOC FACILITY, AND IMPOUND LOT PROJECT, DATED FEBRUARY 9, 2023, AMENDED JUNE 14, 2023, JANUARY 3, 2024, AND FEBRUARY 5, 2024; BETWEEN

THE VILLAGE OF ORLAND PARK AND VALDES ENGINEERING COMPANY

WHEREAS, on February 9, 2023, a certain Agreement between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Valdes Engineering Company (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Exhibit B Police Department Firing Range and EOC Facility, and Impound Lot Project (hereinafter referred to as the "Project", the "Work", or the "Services") was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, on June 14, 2023, a certain Agreement between the Village and the Consultant for the <u>Project/Work/Services</u> was previously amended (hereinafter referred to as the "Addendum #1"); and

WHEREAS, on January 3, 2024, a certain Agreement between the Village and the Consultant for the <u>Project/Work/Services</u> was previously amended (hereinafter referred to as the "Addendum #2"); and

WHEREAS, on February 5, 2024, a certain Agreement between the Village and the Consultant for the <u>Project/Work/Services</u> was previously amended (hereinafter referred to as the "Addendum #C"); and

WHEREAS, the Village wishes to modify CONTRACT DOCUMENTS, EXHIBIT B: SCOPE OF WORK, and COMPENSATION.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

- 1. In the event of any conflict or inconsistency between the provisions of this Addendum #4 and the Agreement, the provisions of this Addendum #4 shall control.
- 2. <u>THE CONTRACT DOCUMENTS</u> of said Agreement shall be amended to include Addendum #4, dated September 16, 2024; and "Revised Exhibit B dated September 9, 2024"
- 3. **EXHIBIT B: SCOPE OF WORK** shall be amended to replace the "Exhibit B dated January 23, 2024" and include a revised "Exhibit B dated September 9, 2024" that reflects additional design services.
- 4. <u>**COMPENSATION**</u> of said Exhibit B shall be amended to strike "A not-to-exceed fee to complete the CD Documents and Specifications of \$419,500.00"; and replace with "A not-to-exceed fee to complete the CD Documents and Specifications of \$459,500.00."
- 5. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

6. This Addendum #4 may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum #4, made and entered into effective the **16th day of September**, **2024**, shall be attached to and form a part of the Agreement dated the 9th day of February, 2023; amended June 14, 2023, January 3, 2024, and February 5, 2024; and shall take effect upon signature below by duly authorized agents of both parties.

IN WITNESS WHEREOF, the parties have caused this Addendum #D to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: VALDES ENGINEERING COMPANY		VILLAGE OF ORLAND PARK
Ву:		By:
Name:		Name:
Its	and Authorized Agent	Title:
		ATTEST: