

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES:
WATER SYSTEM OPERATIONS
LONG GROVE, ILLINOIS
(GHA Proposal No. 2019.M018)

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES: WATER SYSTEM OPERATIONS (“**First Amendment**”) is hereby made and entered into by and between the Village of Long Grove, an Illinois non-home municipality having an office at 3110 Old McHenry Road, Long Grove, Illinois (“**Village**”), and Gewalt Hamilton Associates, Inc., an Illinois corporation having an office at 625 Forest Edge Drive, Vernon Hills, Illinois, (“**GHA**”), effective as of April 23, 2020 (the “**First Amendment Effective Date**”).

WITNESSETH:

WHEREAS, the Village maintains its own municipal Water System, including a water treatment plant and distribution system; and

WHEREAS, the Village and GHA previously entered into an Agreement for Professional Services: Water System Operations dated as of April 23, 2019 (the “**Agreement**”), pursuant to which GHA has served, and continues to serve, as the Responsible Operator in Charge (ROINC) of the Water System;¹ and

WHEREAS, pursuant to Section IV of the Agreement, the Agreement has an initial term of one year (the “**Initial Term**”), which is subject to renewal or extension by mutual agreement of the parties; and

WHEREAS, the Village and GHA now desire to amend the Agreement to extend the Initial Term for an additional one-year period as provided in this First Amendment;

NOW, THEREFORE, for and in consideration of the covenants and agreements of the respective parties as set forth herein, the Village and GHA agree as follows:

1. Extension of Agreement Term. The Agreement’s Initial Term is hereby extended for an additional one-year period commencing on the First Amendment Effective Date (the “**Extended Term**”) unless sooner terminated as set forth herein. The Extended Term may be further renewed or extended by mutual agreement of the parties. Either the Village or GHA may terminate this Agreement at any time during the Extended Term, with or without cause, by giving the other party thirty (30) calendar days’ prior written notice.
2. Full Force and Effect. Except as specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

[Signature page follows]

¹ Capitalized terms used herein but not defined shall have the meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this First Amendment, which shall be effective as of the First Amendment Effective Date.

GEWALT HAMILTON ASSOCIATES, INC.

VILLAGE OF LONG GROVE

By: _____
Geoffrey L. Perry, P.E.

By: _____
David M. Lothspeich
Village Manager

Date: _____, 2020

Date: _____, 2020