

AMENDMENT NO. 1 TO AGREEMENT FOR NATIVE AQUATIC MAINTENANCE SERVICES

This Amendment No. 1 ("Amendment") is made and entered into as of this 17th day of April, 2019 (the "Effective Date"), by and between the Wheaton Park District, an Illinois park district and unit of local government (the "Park District"), and Integrated Lakes Management, Inc., an Illinois corporation ("Contractor"), and amends, supplements and modifies the Agreement for Native Aquatic Maintenance Services entered into between the Park District and Contractor dated December 12, 2018 (the "Agreement"). The Park District and Contractor are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Recitals

WHEREAS, the Park District has hired Contractor to provide native aquatic maintenance services for various Park District locations (the "Work") in accordance with the Agreement;

WHEREAS, the Park District currently has a contract with a separate contractor to provide native aquatic maintenance services for some of the Park District locations included in Contractor's Work through 2019 and, as result, the Term of the Agreement and performance of the Work by Contractor requires modification;

WHEREAS in accordance with Sections 2 and 24 of the Agreement, any amendment or modification to the Agreement must be made in writing; and

WHEREAS, the Parties have determined that it is their respective best interest to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference into this Amendment as though fully set forth herein, and all covenants, terms, conditions, and provisions of this Amendment shall be construed, interpreted, and enforced in accordance therewith.

2. Modification to Section 3 Term. Delete Section 3 of the Agreement and replace with the following:

Unless terminated earlier as provided in Section 14 of this Agreement, the term of this Agreement shall commence on April 1, 2019 and expire on December 31, 2022 (the "Term").

3. **Modification to Section 5 Contract Sum.** Delete the table in Section 5 of the Agreement and replace with the following:

	2019	2020	2021	2022	Three Year Total
Seven Gables Park Pond		\$4,266.05	\$4,266.05	\$4,266.04	\$12,798.14
Toohey Park Pond		\$2,184.28	\$2,184.28	\$2,184.28	\$6,552.84
Rathje Park Pond		\$2,369.80	\$2,369.80	\$2,369.80	\$7,109.40
Park Services Center Pond		\$2,152.50	\$2,152.50	\$2,152.50	\$6,457.50
Northside Park Pond	\$8,630.50	\$8,630.50	\$8,630.50		\$25,891.50
					Grand Total Amount
					\$58,809.38

4. **Remaining Agreement Provisions.** All other provisions, terms and conditions of the Agreement not amended by this Amendment shall remain in full force and effect without revision. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment will control.

WHEATON PARK DISTRICT

By: 

Its: Executive Director

INTEGRATED LAKES MANAGEMENT, INC.

By: 

Its: Environment Manager

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