SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND TY LIN FOR THE ELECTRIC SHUTTLE FEASIBILITY ASSESSMENT TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$65,732 TO \$68,130 AND AUTHORIZING ITS EXECUTION

THIS SECOND AMENDMENT ("AMENDMENT") TO THE PROFESSIONAL SERVICES AGREEMENT dated March 11, 2025, between the Village of Oak Park, an Illinois home rule municipal corporation, and TY Lin International Great Lakes Inc, an Illinois corporation, is entered into this 7th day of November, 2025 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement March 11, 2025 ("Agreement"); and

WHEREAS, the Parties amended Section 3 of the Agreement to reflect an additional amount of \$7,618 changing the not to exceed amount from \$58,114 to \$65,732; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$2,398 to the Contract Price for a total amount of \$68,130.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

- 1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
- 2. <u>AMENDMENT TO AGREEMENT</u>. Section 3 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

Section 3: Compensation for Services

3.1. The Village shall compensate the Consultant for the Services as set forth pursuant to the Consultant's Proposal for an annual amount not to exceed \$65,732 \$68,130. Consultant shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., except as set forth herein.

- 3. OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT. All other terms and conditions of the Agreement shall remain in full force and effect.
- 4. **EFFECTIVE DATE**. This Amendment to the Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK		T.Y. Lin International Great Lakes, Inc.
		By: Sara Disney Haufe
By:	Kevin J. Jackson	By: Sara Disney Harrie
Its:	Village Manager	Its: Vice President + City Solutions Sector Manager
Dated	:, 2025	Dated: November 7, 2025
ATTEST		ATTEST
		Peta A. Writes
By:	Christina M. Waters	By: Peter Wojtkiewicz
Its:	Village Clerk	Its: Vice President + City Solutions Operations Manager
Dated	:, 2025	Dated: November 7, 2025