

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND TERRA ENGINEERING, LTD.
FOR THE DESIGN OF THE OAK PARK AVENUE STREETScape AND UTILITY PROJECTS
TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$1,121,790 TO \$1,469,477**

THIS SECOND AMENDMENT (“AMENDMENT”) TO THE PROFESSIONAL SERVICES AGREEMENT dated December 20, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation, and Terra Engineering, Ltd., an Illinois corporation, is entered into this ____ day of August, 2025 (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement dated December 20, 2023 (“Agreement”); and

WHEREAS, the Parties amended the Agreement dated December 9, 2024 to increase the not to exceed amount from \$998,577 to \$1,121,790; and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect additional services to include additional services associated with environmental assessments and testing; geotechnical services; revisions to geometry and the design of the outdoor seating areas; sidewalk vault designs; value engineering; and rebidding of the project; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$347,687 to the Contract Price for a total amount of \$1,469,477

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. **AMENDMENT TO AGREEMENT.** Section 2 and Section 3 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

Section 2: Service of the Consultant

2.1 The Consultant shall provide the services set forth in the Consultant’s Proposal, and the Consultant’s “Proposal for Supplemental Services” dated October 11, 2024, and the Consultant’s “Proposal for Supplemental Services 002” dated July 29, 2025 (collectively (hereinafter referred to as the “Services”) after

receiving written authorization by the Village. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

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 in an amount not to exceed ~~\$1,121,790~~ \$1,469,477. The 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

TERRA ENGINEERING, LTD.

By: Kevin J. Jackson
Its: Village Manager

By: Jamil Bou-Saab
Its: Executive Vice President

Dated: _____, 2025

Dated: _____, 2025

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Dated: _____, 2025

Dated: _____, 2025