

**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 RESURFACING, UTILITY, AND STREETScape PROJECTS
TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$1,010,958 TO \$1,214,548**

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Second Amendment”) dated September 17, 2019, 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 September, 2023 (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement September 17, 2019 and an Amendment dated November 21, 2022 (hereinafter collectively referred to as the “Agreement”); 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 a revised public engagement plan including a steering committee, the design of the alley replacement adjacent to the Avenue Garage, and assistance with grant application materials; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Second Amendment to reflect the additional amount of \$203,590 to the Contract Price for a total amount of \$1,214,548

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

Section 2: Service of the Consultant

2.1 The Project consists of professional engineering services as more completely described in the Consultant’s Proposal for “Professional Engineering Services for Design Engineering (Phase I & II) for the Oak Park Avenue Resurfacing, Utility, and Streetscape Projects” dated July 1, 2019 and the Consultant’s “Proposal for Supplemental Design Service” dated September 9, 2022, and the Consultant’s “Proposal for Supplemental Design Service #2” dated August 24,

2023, collectively attached hereto and incorporated herein (hereinafter referred to as the “Consultant’s Proposal”). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing phase I and II design of the street resurfacing project and water and sewer main improvement project on Oak Park Avenue; providing landscape architecture and planning services and the preliminary engineering for the streetscape project; and providing public relations and web development services to gather public input for the project, as described in the Scope of Services section of the Project. 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 in an amount not to exceed ~~\$1,010,858.00~~ \$1,214,548 (“Contract Price”). The Consultant shall be paid installments 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 Second 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: _____, 2023

Dated: _____, 2023

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Dated: _____, 2023

Dated: _____, 2023