



**AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH PEST MANAGEMENT SERVICES, INC. D/B/A PEST MANAGEMENT SERVICES
TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$21,120 TO \$31,120**

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 1, 2021 (hereinafter referred to as “Amendment”) between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and Pest Management Services, Inc., d/b/a Pest Management Services, an Illinois corporation (hereinafter referred to as the “Contractor”) is entered into this ____ day of September, 2021 (collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Parties previously entered into a Professional Services Agreement dated January 1, 2021 (hereinafter referred to as the “Agreement”); and

WHEREAS, the Parties seek to amend the Agreement pursuant to this Amendment.

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 3.1 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

The Village shall compensate the Contractor for the Services in an amount not to exceed ~~\$21,120.00~~ \$31,120.00 (“Contract Price”). The Contractor shall be paid in monthly installments of \$1,766.66/month (“Progress Payments”). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. 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 shall be deemed dated and become effective on the date of its execution by the Interim Village Manager of the Village of Oak Park.

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

VILLAGE OF OAK PARK

**PEST MANAGEMENT SERVICES, INC.,
D/B/A PEST MANAGEMENT SERVICES**

By: Lisa Shelley
Its: Interim Village Manager

By: Blaine Klaczak
Its: Operations Manager

Dated: _____, 2021

Dated: _____, 2021

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Dated: _____, 2021

Dated: _____, 2021