

**AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH
J. GRAHAM, LLC. FOR THE VIADUCT ART INSTALLATION TO CHANGE
THE NOT TO EXCEED AMOUNT FROM \$235,000 TO \$295,000**

THIS AMENDMENT (“AMENDMENT”) TO THE INDEPENDENT CONTRACTOR AGREEMENT dated December 18, 2024, between the Village of Oak Park, an Illinois home rule municipal corporation, and J. Graham, LLC., a limited liability company, is entered into this ____ day of May, 2026 (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into a n Independent Contractor Agreement December 18, 2024 (“Agreement”); and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect the additional amount of \$60,000 to the Contract Price for a total amount of \$295,000; and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to revise the completion date of the Work from November 14, 2025 to November 25, 2026.

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

Section 2: Scope of Work.

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed ~~\$235,000~~ \$290,000 (hereinafter referred to as the “Contract Price”). Contractor shall complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with its Proposal, the Village’s Request for Proposals, and this Contract, all of which together shall constitute the “Contract Documents.” The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into consideration all of the conditions at the sites. In the event the Contractor is required to make adjustments to the Work in order to facilitate its installation, the Contractor shall not be entitled to any additional

compensation. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects.

All materials used in the creation and installation of the Work shall be suitable for all types of weather.

The Contractor shall be responsible for installation of the Work, including, but not limited to, bringing all necessary materials and equipment required for installation in the Village on a date and in a manner agreed to in writing at least two weeks in advance. The Village shall furnish and install twenty-eight (28) of the existing posts under the Oak Park Avenue viaduct at locations determined by the contractor, and the posts shall be painted black. The Village shall install electrical conduits with 120v electricity at locations determined by the Contractor for the back-lighting of the aluminum panels and archways in the panel cutouts. The Village shall make the electrical connection to the light fixtures.

The Contractor shall furnish and install four (4) additional panels, not depicted in Exhibit A. The Contractor shall install one (1) surface mounted 1.5" thick aluminum panels to each of the four corners of the viaduct walls (two on the Viaduct corners of South Boulevard, and two on the Viaduct corners of North boulevard). These panels shall also be painted with the Contractors original mural design.

Contractor shall achieve completion of all Work required pursuant to the Contract Documents by ~~November 14, 2025~~ November 25, 2026 (hereinafter referred to as the "Contract Time"). Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

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

J.GRAHAM, LLC.

By: Kevin J. Jackson
Its: Village Manager

By: Graham Carraway
Its: President

Date: _____, 2026

Date: _____, 2026

ATTEST:

ATTEST:

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2026

Date: _____, 2026