

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND TRANSYSTEMS CORPORATION  
FOR CONSTRUCTION ENGINEERING SERVICES  
FOR THE LAKE STREET IMPROVEMENT PROJECTS FOR AN ADDITIONAL \$75,796**

**THIS AMENDMENT (“AMENDMENT”) TO THE PROFESSIONAL SERVICES AGREEMENT** dated November 7, 2018, between the Village of Oak Park, an Illinois home rule municipal corporation, and TranSystems Corporation, a Missouri corporation authorized to conduct business in Illinois, is entered into this \_\_\_\_ day of June, 2019 (collectively referred to as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Professional Services Agreement dated November 7, 2019 (“Agreement”); and

**WHEREAS**, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect additional services for providing construction engineering for the site improvements in the public right-of-way at the Albion Development located at 1000 Lake Street and Village of Oak Park Projects 19-15 Resurfacing of Various Streets; 19-13 Lake and Forest Traffic Signal Improvements; and 19-16 Lake and Forest Granite Planter Installation; and

**WHEREAS**, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$75,796 to the Contract Price for a total amount of \$1,540,726.

**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 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 for construction engineering for three separate construction projects on Lake Street in Oak Park including a locally funded water and sewer main improvement project, a locally funded street resurfacing and corner sidewalk ramp improvement project, and a federally funded streetscaping project, as more completely described in the Consultant’s “Proposal for Professional Engineering Services for Construction Engineering (Phase III) for the Lake Street Improvement Projects” dated October 23, 2018, and the Consultant’s proposal “Project 19-15, Resurfacing of Various

Street – Phase III Services” dated June 10, 2019 collectively attached hereto and incorporated herein by reference (“Services”). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing professional engineering services for construction engineering for three separate construction projects on Lake Street the 19-13 Lake and Forest Traffic Signal Improvement project, the 19-16 Lake and Forest Granite Planter Installation project, the 19-15 Resurfacing of Various Streets project, and for the site work in the public right-of-way for the Albion Development at 1000 Lake Street as described in the Scope of Services section of the Services. 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 ~~\$1,464,930~~ \$1,540,726 (“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 Second Amendment to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**TRANSYSTEMS CORPORATION**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By: Brian L. Fairwood  
Its: Principal

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019