

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE LAKOTA GROUP, INC.
FOR PHASE 2 PROFESSIONAL LANDSCAPE ARCHITECTURE AND PLANNING SERVICES FOR THE
LAKE STREET STREETScape PROJECT TO INCLUDE ADDITIONAL SERVICES ASSOCIATED WITH
DEFERRING THE CONSTRUCTION OF THE PROJECT TO 2020
AND CHANGING THE NOT TO EXCEED AMOUNT FROM \$131,370 TO \$160,273**

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“AMENDMENT”) dated October 17, 2017, between the Village of Oak Park, an Illinois home rule municipal corporation, and Lakota Group, Inc., an Illinois corporation, is entered into this ____ day of September, 2019 (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement dated October 17, 2017 (“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 deferring the construction of the Lake Street Streetscape Project to 2020; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$28,903 to the Contract Price for a total amount of \$160,273.

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

2.2. The Project consists of professional landscape design and planning services, as more completely described in the Consultant’s “Proposal for Professional Landscape Architecture, Design, and Planning Services for the Lake Street Streetscape Project” dated May 26, 2017 and the Consultant’s “Lakota Additional Services Agreement” dated June 26, 2019 collectively attached hereto (“Services”). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing Professional Landscape Design and Planning for the Lake Street Streetscape 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 ~~\$131,370~~ \$160,273 ("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 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

THE LAKOTA GROUP, INC.

By: Cara Pavlicek
Its: Village Manager

By: Scott Freres
Its: President

Dated: _____, 2019

Dated: _____, 2019

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Dated: _____, 2019

Dated: _____, 2019