

**AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND SITE DESIGN GROUP, LTD. FOR
LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR THE FOREST AND ONTARIO
TRAFFIC CALMING AND LANDSCAPING PROJECT
TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$56,736 TO \$66,736**

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT dated September 17, 2019 (hereinafter referred to as the "Amendment") between the Village of Oak Park, an Illinois home rule municipal corporation, and Site Design Group, Ltd., an Illinois corporation, is entered into this ____ day of September, 2021 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement dated September 17, 2019 (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 2 and Section 3 of the Agreement are amended by adding the underlined language and deleting the overstricken language as follows:

Section 2: SERVICES OF THE CONSULTANT.

2.1. The Project consists of professional landscape architecture and engineering services as more completely described in the Consultant's Proposal for "Professional Landscape Architecture and Engineering Services for Design and Construction Inspection (Phases I-III) for the Forest and Ontario Traffic Calming and Landscaping project" dated July 18, 2019, and in the "Additional Services – Forest Avenue Resurfacing & Lake Street Development Restoration" Proposal dated July 12, 2021, 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 Forest and Ontario Traffic Calming and Landscaping Improvement 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 ~~\$56,736.00~~ \$66,736. ("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 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 Amendment to the Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

SITE DESIGN GROUP, LTD.

By: Lisa Shelley
Its: Interim Village Manager

By:
Its:

Dated: _____, 2021

Dated: _____, 2021

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Dated: _____, 2021

Dated: _____, 2021