

**Modification #1 to the Professional Services
Agreement (#20059) for Lake County**

This first contract modification (“Modification #1”) is between the County of Lake, Illinois, an Illinois body politic and corporate (“County”), and Construction Technology Laboratories, Inc. d/b/a CTL Group (“Consultant”) and relates to the parties’ *Professional Services Agreement* (“Services”).

RECITALS

Whereas:

- a. On April 7, 2020, the Parties entered into a *Professional Services Agreement* (“PSA”) for Contract Administration and Construction Observation Services for Lake County Parking Structure Concrete and Asphalt Repairs in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/1 et. Seq.
- b. Under the terms of the agreement, Consultant began services on April 7, 2020.
- c. Under its initial terms, the PSA anticipated Phase 3 (Contract Administration and Construction Observation Services) engineering services in connection with concrete and asphalt repairs to the Lake County parking structure located at 120 North County Street in Waukegan, Illinois.
- d. This first contract modification is a request for the remaining Phase 3 (Contract Administration and Construction Observation Services) engineering services in connection with concrete and asphalt repairs to the Lake County parking structure located at 120 North County Street in Waukegan, Illinois.
 1. Continue to perform field observations on a part-time basis and provide written reports summarizing our observations. The objectives of the field reviews will be to assess the conformance of work with project specifications as well as progress and quantity of repair work.
 2. Assist Owner in reviewing Contractor pay requests for quantities and provide payment recommendations.
 3. Provide contract close out services including punch list preparation, final review of work, review of contract close out and warranty submittals, and recommendation regarding final payment.

In light of the foregoing, the parties now agree as follows:

1. **Incorporation of Recitals; Capitalized Terms.** The recitals above are incorporated into the body of this Agreement, as if set forth here in their entirety. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the *Professional Services Agreement*.

2. **Counterparts.** The parties may sign this Modification #1 in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

3. **Effective Date.** This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

4. **Agreement Price.** The County will pay the Consultant an additional fee of \$18,500 for a total amount not to exceed \$91,500 to complete the tasks outlined Consultant's proposal dated December 17, 2020.

Signed:

COUNTY OF LAKE:

CONSULTANT:

Construction Technology Laboratories, Inc. d/b/a
CTLGroup

By: _____

Name: RuthAnne K. Hall
Its: Purchasing Agent

By: _____

Name: Carlton A. Olson
Title: Senior Principal & Group Manager

Date: _____

Date: _____

By: _____

Name: Ryan M. Adams
Title: Senior Associate

Date: _____