

THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR DESIGN ENGINEERING SERVICES FOR THE MADISON STREET STREETScape PROJECT TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$903,861 TO \$966,444 AND AUTHORIZING ITS EXECUTION

THIS THIRD AMENDMENT (“THIRD AMENDMENT”) TO THE PROFESSIONAL SERVICES AGREEMENT dated September 10, 2015, between the Village of Oak Park, an Illinois home rule municipal corporation, and Christopher B. Burke Engineering, Ltd., an Illinois corporation, is entered into this ____ day of June, 2022 (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement September 10, 2015 (“Agreement”), an Amendment dated April 19, 2016, and a Second Amendment dated June 16, 2020; and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Third Amendment to reflect additional services to include additional services associated with designing traffic signal and communications improvements, development coordination and changes due to funding, and miscellaneous phase three QC/QA services; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Second Amendment to reflect the additional amount of \$62,583 to the Contract Price for a total amount of \$966,444

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 is 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 services, as more completely described in the Consultant’s “Proposal for Construction Documents for Madison Street Improvements Phase 1” dated August 7, 2015, Supplemental Proposal No. 1 dated March 23, 2016, and in the “Supplemental Proposal for Construction Documents for Madison Street Improvements Phase 2: Madison Street Streetscape (Oak Park Ave to East Ave)” dated June 5, 2020, collectively, and in

the “Supplemental Proposal #3 for Professional Engineering Services to perform Supplemental Phase II Design – Madison Street (S. Oak Park Avenue to S. East Avenue)” dated May 10, 2022, collectively attached hereto (“Services”). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include the design engineering of the Madison Street Streetscape Project from Oak Park Avenue to East Avenue and design engineering of a road diet on Madison Street from Harlem Avenue to Austin Boulevard and the concurrent design engineering of a streetscape project on Madison Street ~~including a realignment of Madison Street~~, and designing and coordinating public and private utility relocations associated with vacating Euclid Avenue, development coordination, and plan review, and designing traffic signal modifications and communication networks as described in the Scope of Work 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 ~~\$903,861~~ \$966,444 (“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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

By: Kevin J. Jackson
Its: Village Manager

By: Michael Kerr, PE
Its: President

Dated: _____, 2022

Dated: _____, 2022

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Dated: _____, 2022

Dated: _____, 2022