

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND THOMAS ENGINEERING GROUP LLC  
FOR THE DESIGN OF THE LAKE STREET STREETScape, RESURFACING, AND UTILITY  
IMPROVEMENT PROJECTS FOR AN ADDITIONAL \$179,440**

**THIS THIRD AMENDMENT (“THIRD AMENDMENT”) TO THE PROFESSIONAL SERVICES AGREEMENT** dated August 15, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation, and Thomas Engineering Group LLC, an Illinois limited liability company, is entered into this \_\_\_\_ day of July, 2018 (collectively referred to as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Professional Services Agreement dated August 15, 2016 (“Agreement”) an Amendment dated January 9, 2017 and a Second Amendment dated March 6, 2018; and

**WHEREAS**, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect additional services for providing coordination with various developments, preparing legal plats and descriptions for construction easements, design changes to reduce the projects’ cost, and various modifications due to changes in the projects’ scope, schedule and public outreach; and

**WHEREAS**, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$179,440 to the Contract Price for a total amount of \$1,457,648.

**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 engineering services, as more completely described in the Consultant’s “Professional Engineering Services for Design Engineering (Phase I & II ) for the Lake Street Streetscape, Resurfacing, and Utility Projects” dated June 23, 2016 and the Consultant’s “Revised Cost Proposal for RFP Solicitation #16-100:Professional Engineering Services for Design Engineering (Phases I & II for the Lake Street Streetscape, resurfacing and Utility project” dated July 18, 2016 and in the Consultant’s “Proposal for Professional Engineering Services for Design Engineering (Phase I & II) for

including Marion Street from Lake Street to Ontario Street as part of the Lake Street Streetscape Project” dated December 30, 2016, and in the Consultant’s Proposal for “Village of Oak Park – Lake Street Improvements Change Order; Scope of Work – Vaults” dated August 18, 2017, collectively, and in the Consultant’s Summary of “Village of Oak Park – Lake Street Improvements Change Order #3” dated June 29, 2018, attached hereto (“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 Design Engineering (Phase I & II ) for the Lake Street Streetscape, Resurfacing, and Utility Projects 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 ~~\$1,278,208~~ \$1,457,648 (“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 Third 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 Third Amendment to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**THOMAS ENGINEERING GROUP LLC**

\_\_\_\_\_  
By: Lisa Shelley  
Its: Deputy Village Manager

\_\_\_\_\_  
By: Thomas E. Gill III  
Its: President

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

**ATTEST**

**ATTEST**

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

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

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018