

**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMAS
ENGINEERING GROUP LLC FOR THE DESIGN OF THE LAKE STREET STREETScape,
RESURFACING, AND UTILITY IMPROVEMENT PROJECTS TO INCLUDE ADDITIONAL SERVICES
ASSOCIATED WITH DEFERRING THE CONSTRUCTION OF THE PROJECT TO 2020, TO CHANGE
THE NOT TO EXCEED AMOUNT FROM \$1,457,648 TO \$1,854,648**

THIS FOURTH AMENDMENT (“FOURTH 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 September, 2019 (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, a Second Amendment dated March 6, 2018, and a Third Amendment dated July 9, 2018; and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Fourth Amendment to reflect additional associated with deferring the construction of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects to 2020; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$397,000 to the Contract Price for a total not to exceed amount of \$1,854,648.

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.** Sections 2 and 3 of the Agreement are amended by adding the underlined language and deleting the overstricken language to read 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, ~~and in the Consultant’s Summary of “Village of Oak Park – Lake Street Improvements Change Order #3” dated June 29, 2018,~~ and in the “Scope of Work Narrative Supplement 4” dated August 23, 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 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 ~~\$1,457,648~~ \$1,854,648 (“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 Fourth 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 Fourth Amendment to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

THOMAS ENGINEERING GROUP LLC

By: Cara Pavlicek
Its: Village Manager

By: Thomas E. Gill III
Its: President

Dated: _____, 2019

Dated: _____, 2019

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Dated: _____, 2019

Dated: _____, 2019