

ORDINANCE NO. 1970-19

AN ORDINANCE AUTHORIZING THE CHIEF OPERATING OFFICER TO EXECUTE AN AMENDMENT TO THE VILLAGE OF HAWTHORN WOODS DEPARTMENT OF PUBLIC WORKS PAVEMENT PATCHING PROGRAM AGREEMENT BETWEEN VILLAGE AND CONTRACTOR

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized and directed, to amend the Pavement Patching Program Agreement with Chicagoland Paving Contractors Inc. and execute the Award Contract in an amount not to exceed \$115,000 attached hereto as Exhibit "A", and, by this reference made a part hereof.

The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on September 23, 2019:

AYES: Kaiser, Reese, Corrigan, DiMaggia, David

NAYS: 0

ABSTAIN: 0
ABSENT AND NOT VOTING: Kaiser

APPROVED: Joseph Mancino
Joseph Mancino, Mayor

ATTEST: Donna Lobaito
Donna Lobaito, Village Clerk

ADOPTED: Sept 23, 2019

APPROVED: Sept 23, 2019

CONTRACT DOCUMENTS

Agreement Between Owner and Contractor

Exhibit A - Unit Prices

Performance Bond

Bid Bond

Independent Contractor Indemnity

Contractor's Insurance Specifications

Notice to Proceed

VILLAGE OF HAWTHORN WOODS – DEPARTMENT OF PUBLIC WORKS
PAVEMENT PATCHING PROGRAM
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between the Village of Hawthorn Woods, Illinois
(Owner) and
ChicagoLand Paving Contractors Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree
as follows:

ARTICLE 1- WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract
Documents. The Work is generally described as follows:

Performing hot mix asphalt pavement patching at various locations throughout the
Village of Hawthorn Woods.

ARTICLE 2- THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole
or only a part is generally described as follows:

PAVEMENT PATCHING PROGRAM

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by the Village of Hawthorn Woods, Department
of Public Works, under the supervision of the Director of Public Works
(Engineer), who is to act as Owner's representative, assume all duties and
responsibilities, and have the rights and authority assigned to Engineer in the
Contract Documents in connection with the completion of the Work in
accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion
and readiness for final payment as stated in the Contract Documents are of
the essence of the Contract.

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4.02 Dates for Substantial Completion and Final Payment

- A. The Work will be substantially completed on or before September 1, 2017, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before September 1, 2017.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$0 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$0 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A. below:

- A. For all Work, at the Unit Prices stated in Bid, attached hereto as Exhibit A.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

VILLAGE OF HAWTHORN WOODS – DEPARTMENT OF PUBLIC WORKS
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ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

VILLAGE OF HAWTHORN WOODS – DEPARTMENT OF PUBLIC WORKS
PAVEMENT PATCHING PROGRAM
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6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Contract bond (forthcoming upon award of contract).
 - 3. Bid bond (pages 1 to 4, inclusive).
 - 4. Attachment A Special Provisions (pages 4).
 - 5. Bidder's Proposal.
 - 6. Bidder's Sworn Acknowledgement
 - 7. Bidder's Sworn History and Experience Statement
 - 8. General Conditions (pages 1 to 41, inclusive).

**VILLAGE OF HAWTHORN WOODS – DEPARTMENT OF PUBLIC WORKS
PAVEMENT PATCHING PROGRAM
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

9. Drawings consisting of those listed in the Drawing List (none).
10. Addenda (numbers ____ to ____, inclusive) (none).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Order(s).
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 8 - MISCELLANEOUS

8.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

VILLAGE OF HAWTHORN WOODS - DEPARTMENT OF PUBLIC WORKS
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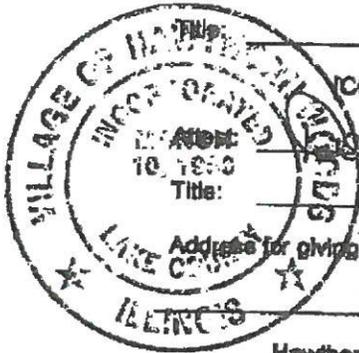
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 2nd, 20 17 (which is the Effective Date of the Agreement).

OWNER:

Village of Hawthorn Woods

By: Pamela O. Weiser
Chief Operating Officer



[CORPORATE SEAL]

By: Jose Spaito
Title: Village Clerk

Address for giving notices:
2 Lagoon Drive
Hawthorn Woods, Illinois, 60047

CONTRACTOR:

Chicago Land Paving Contractors

By: William R. Bonds C.P.

Title: _____

[CORPORATE SEAL]

Attest: J. C. K.
Title: Witness

Address for giving notices:
225 Telsor Rd.
Lake Zurich IL 60047

License No.: _____
(Where applicable)
Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ITEM NO.	UNIT PRICE ITEMS		UNIT	MUNICIPALITY			
				RAWHORN WOODS	LINDENHURST	WADSWORTH	LAKE VILLA
1	CLASS D PATCHES, 4-INCH	TYPE II	SY	500	0	0	300
2		TYPE III	SY	500	0	150	300
3		TYPE IV	SY	500	2000	850	700
4	CLASS D PATCHES, 6-INCH	TYPE II	SY	0	0	0	0
5		TYPE III	SY	0	0	0	0
6		TYPE IV	SY	0	0	0	0
7	Repair and Preparation of		SY	0	0	0	0
8	Aggregate Base Repair		TON	0	0	0	0

CONTRACTOR'S 2017 SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED
SCHEDULE OF PRICES

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Class D Patches, Type II, 4 Inch	SY	800	40.00	32,000.00
2	Class D Patches, Type III, 4 Inch	SY	950	40.00	38,000.00
3	Class D Patches, Type IV, 4 Inch	SY	4060	38.00	153,900.00
4	Class D Patches, Type II, 6 Inch	SY	0		
5	Class D Patches, Type III, 6 Inch	SY	0		
6	Class D Patches, Type IV, 6 Inch	SY	0		
7	Repair and Preparation of Base Course	SY	0		
8	Aggregate Base Repair	TON	0		
Bidder's Proposal for Making Entire Improvements					223,900.00

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Bid Bond

Bond Number: 2340273

CONTRACTOR:

(Name, legal status and address)

Chicagoland Paving Contractors, Inc.
225 Telsor Road
Lake Zurich, IL 60047

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
8401 Greenway Blvd, Suite 1100
Middleton, WI 53562

OWNER:

(Name, legal status and address)

Lake County Municipal League
1987 Municipal Way
Round Lake Beach, IL 60073

BOND AMOUNT: \$ 5% of Total Bid Amount (Five Percent of Total Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Pavement Patching

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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(1484817558)

Signed and sealed this 15 day of February, 2017

[Signature]
(Witness)

[Signature]
(Witness)

ChicagoLand Paving Contractors, Inc.

(Contractor as Principal) (Seal)

[Signature] U.P.
(Title) William R. Benge

West Bend Mutual Insurance Company

(Surety) (Seal)

[Signature]
(Title) Luke E. Praxmerer (Attorney-in-Fact)

Int.

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2340273

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

LUKE F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000) This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Parly
James J. Parly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Herby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15 day of February, 2017



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer



ACKNOWLEDGMENT OF CORPORATE SURETY

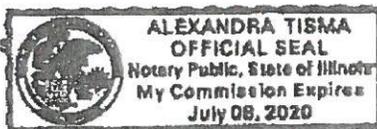
STATE OF Illinois)

ss

County of Cook)

On this 15 day of February, 20 17, before me appeared Luke F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Alexandra Tisma

Notary Public

July 8, 20 20 County of Cook State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 216 and MCL 500.2236.

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
Tel: 847-550-9681 Fax: 847-550-9684
Chicagoland1@sbcglobal.net

Certificate of Resolution

I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988.

By: 
Kevin Meartz, President

**AMENDMENT TO VILLAGE OF HAWTHORN WOODS DEPARTMENT OF PUBLIC WORKS
PAVEMENT PATCHING PROGRAM AGREEMENT BETWEEN VILLAGE AND CONTRACTOR**

PREAMBLE

1. On July 24, 2017 the Village Board authorized the execution of a Contract with Chicagoland Paving Contractors, Inc. ("Chicagoland") as contractor for certain pavement patching services.
2. The terms of the Contract called for substantial completion to be no later than September 30, 2017, however allowed for a two-year extension through September 30, 2019.
3. The Village and Chicagoland have agreed to certain work to be completed pursuant to the Contract in 2019 and have agreed to amend the Contract as follows:

ARTICLE 4.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT

- a. The Work will be substantially completed on or before November 15, 2019 and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before November 15, 2019.

ATTACHMENT A – SPECIAL PROVISIONS

II Contract Time and Start Date

Contractor shall complete the work upon the execution of this Amendment through November 15, 2019. Upon receiving the notice to proceed, the contractor shall coordinate work with the owner to complete the project.

All other provisions of the Contract including pricing remain in full force and effect and are unaffected by this Amendment.

Village of Hawthorn Woods

By: *Pamela D. Newton*

Date: 9/24/19

Chicagoland Paving Contractors, Inc.

By: *A Bo*

Date: 9/17/19