

ORDINANCE NO. 2483-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KAPLAN PAVING OF HAWTHORN WOODS, ILLINOIS FOR EXCAVATION AND PAVING OF A PATH AT MEADOWLARK PARK

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed to execute an agreement with Kaplan Paving, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on May 27, 2025:

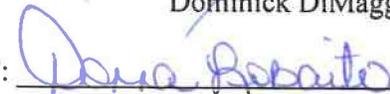
AYES: Kaiser, McCarthy, Leclair, Bauer, Huss, Raman

NAYS: Ø

ABSENT AND NOT VOTING: Ø

APPROVED: 

Dominick DiMaggio, Mayor

ATTEST: 

Donna Lobaito, Village Clerk

ADOPTED: May 27, 2025

APPROVED: May 27, 2025



34523 N Wilson Road Ingleside, IL 60041
T: 847-949-1500 | F: 847-949-1660
info@kaplanpaving.com

Proposal Number 37849
Created on: 01/09/2025

Submitted by or on behalf of
Kevin Haley

on
May 21, 2025

Submitted To

Village Of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047
847-847-3533
amason@vhw.org

Project Location

188 Meadowlark Drive
Hawthorn Woods, IL 60047

We propose hereby to furnish the following services:

One Lift - 2" Excavate & Pave Path

\$38,110.00

OPTION 1

- Up to 4,980 SF
- Excavate sub-base to a depth of 11" below proposed surface grade
- Install approximately 9" of crushed stone
- Grade area and compact
- Pave with an average depth of 2.5" of Illinois Class I Bituminous Concrete Surface (asphalt) and roll to an approximate compacted depth of 2"
- Clean and haul excess debris from site
- Stake off new area for traffic protection

NOTES:

- Landscape restoration and backfilling is not included. Landscape restoration and backfill pricing is available upon request. Please note some municipalities will not approve the final inspection until landscape and backfill work is complete.
- Any permits required for this work are not included

8' x 630' - PRICING SUBJECT TO FINAL MEASUREMENT

Administrative Fee

\$200.00

Administrative fee is to cover the cost of Kaplan Paving's management of the contract for its entire duration. This includes, but is not limited to, customer support, project management, permit acquisition, Utility Locating Services and all required inspections.

Please note there are several municipal entities that could require permits for your project. This includes, but is not limited to, City, Village, Town, Township, County and State regulations.

NOTES:

- The Administrative Fee does not include the cost of the Municipal Permit Fee accessed by your regulating municipality.
- The Municipal Permit Fee cost will be added to your final invoice.

Payment Schedule

50% Deposit due upon acceptance - Balance due upon completion

**For contracts including multiple services, each portion of your project may be invoiced separately
Payment for each invoice is due upon receipt regardless of the status of other portions of your project**

A 3% convenience fee will be added to all Credit Card transactions

Terms & Conditions

- The Parties acknowledge and agree that any verbal discussions, representations, or commitments made during the course of negotiations or communications prior to the execution of this Agreement are for informational purposes only and do not constitute binding commitments or obligations. Unless expressly stated in the written, signed agreement, any verbal commitment or understanding is non-binding and shall not be construed as an agreement or obligation under any circumstance.
- Kaplan will not be responsible for damage to any Private Utilities or other underground items such as irrigation systems or invisible fencing. The Owner/General Contractor agrees to indemnify and hold harmless Kaplan for any such loss, expense or damage resulting from, arising out of, or in any way related to such condition(s).
- Administrative Fee and Municipal Permit Fees are in addition to the project pricing. Kaplan charges an Administrative Fee of \$200.00 for residential asphalt and brick maintenance projects, \$325.00 for residential brick projects and \$350.00 for all commercial projects PLUS the actual costs of any Permits or Inspections required. These costs will be added to your final invoice.
- The Owner/Agent assumes responsibility for all Municipal Fees. In the event of project cancellation by the customer, owner, or agent, after Kaplan Paving has applied for and paid for permit(s), the refund amount will be subject to deduction. This deduction includes Municipal Fee(s) and Administrative Fee. For customers, owners or agents who have paid a deposit, the deducted amount will be calculated accordingly. In the absence of a deposit or established financing, an invoice will be promptly issued with all associated fees due payable upon receipt.
- In the event of inclement weather, unforeseen business interruption, material shortages, or seasonal work suspension, Kaplan Paving retains the right to adjust the schedule. If seasonal work suspension is applicable, projects will be rescheduled or delayed to the subsequent construction season. As a matter of policy, Kaplan Paving is committed to proactively communicating any such delays to the customer before the initial determined time and date. Every effort will be made to accommodate the owner with a rescheduled date, ensuring optimal conditions for installation.
- This proposal includes one (1) mobilization for each phase of work (i.e. grading, paving etc.). If Kaplan is required to mobilize more than once per job phase, due to the acts or omissions of the Owner/General Contractor, the charge for such additional mobilization shall be \$1,000 per mobilization.
- Prior to commencement of work by Kaplan, the work of others shall be completed to such an extent that it does not in any way conflict or interfere with Kaplan's portion of the project. If Kaplan is directed to commence work prior to the time other such work is complete, the Owner/General Contractor agrees to pay the costs of any additional mobilization or reduced productivity costs attributable to such conditions. Any change of the job specifications, that may result in additional costs, will be performed only upon receipt of a written Change Order. Any additional costs are the responsibility of the Owner/General Contractor and will be added to the final invoice.
- If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.
- Kaplan reserves the right to refuse to construct any pavement unless a minimum grade of 2% is attainable for surface drainage. If the Owner/General Contractor directs construction with less than a minimum grade of 2%, it is understood that ponding may occur and that no warranty is provided for the work as to surface drainage. Kaplan is not responsible for the redesign/correction of any existing conditions to establish the required minimum 2% grade.
- If any area of the existing sub-base does not meet Village Code, Kaplan requires that the existing sub- base be brought to code prior to installation. This additional work will be billed at a rate of \$4.00 per square foot for excavation and \$37.00 per ton for stone. These costs will be added to the final invoice.
- No materials will be placed on a wet, unstable, or frozen sub grade. A suitable sub grade shall be furnished to Kaplan as a condition precedent to the performance of any work required under this agreement. All sub grades must be rough graded by the Owner/General Contractor to within +/- 0.10". Kaplan will not warranty any material that Kaplan did not originally install i.e. sub-base.



Contract 2025
May 21, 2025
Village Of Hawthorn Woods
Kevin Haley - Sales Rep

- When resurfacing concrete, brick or asphalt pavements, Kaplan is not responsible for the reproduction of cracks or expansion joints which may occur.
- If during construction activities, Kaplan is required to travel across existing concrete or asphalt pavements, Kaplan is not liable for damage done with trucks delivering or removing materials or equipment to or from the project location to the existing pavements.
- The Owner/General Contractor, at its sole expense, shall comply and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders, or regulations of any governmental body having jurisdiction over this site, the work, or the Owner/General Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.
- Kaplan proposes to furnish material and labor complete in accordance with the attached specifications and pricing. All materials supplied by Kaplan shall remain the property of Kaplan until payment in full is received. Kaplan shall retain the right to remove any materials for which payment is at least 30 days overdue. Kaplan is entitled to full payment upon completion of the work required herein. Payment is due upon receipt of the invoice. A 2% per month finance charge will be assessed for all outstanding balances.
- If any amount due under this contract is not paid in full per payment terms, referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or actions are necessary, the Owner/General Contractor agrees to pay for all attorney's fees, costs and expenses incurred by Kaplan. Any legal action with respect to this proposal shall be brought in the Circuit Court of Lake County, Illinois and the parties agree to submit to venue in Lake County, Illinois.
- In the event of any warranty issue or Quality Control (QC) complaint, the client's account must be settled up to 90% of the total project cost prior to Kaplan scheduling any work or repairs.
- For multi-phase projects, partial invoices corresponding to completed work will be issued with payment due upon receipt. In the event payment for previously completed work is not received, additional phases of work will not be scheduled until payment is made.
- Kaplan Paving, LLC is protected by Liability, Automobile and Workman's Compensation Insurance. Certificates will be forwarded upon request.

Client's Signature: [Signature] Date of acceptance: 5/27/25

Accepted by (For commercial clients, HOAs and Property Mgrs: (Name) _____ (Sign) _____

Bill to Name: _____ Bill to Address: _____

Billing Contact Name: _____

Billing Contact Phone #: (____) _____ - _____ Billing Contact Email: _____