

**AN AMENDMENT TO A CONTRACT BETWEEN
THE VILLAGE OF OAK PARK AND NORVILLA, LLC, FOR PROJECT 18-14,
BRIDGE REHABILITATION PRROJECT, IN AN AMOUNT NOT TO EXCEED \$64,790**

THIS AMENDMENT TO THE CONTRACT DATED September 6, 2018 between the Village of Oak Park, an Illinois home rule municipal corporation, and Norvilla, LLC, an Illinois limited liability company, is entered into this 29 day of October, 2018 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Contract dated September 6, 2018 ("Contract"); and

WHEREAS, the Parties seek to amend the Contract pursuant to this Amendment for a change order to reflect a new total contract amount of \$351,556.

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.** The Contract is amended by adding the underlined language and deleting the overstricken language as follows:

THIS CONTRACT is entered into this 6th day of September, 2018 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President and Board of Trustees and Norvilla, LLC, an Illinois limited liability corporation with offices at 2701 S. 13th Avenue, Broadview, Illinois 60155, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed ~~\$286,766~~ \$351,556.

3. **OTHER PROVISIONS OF THE CONTRACT TO REMAIN IN EFFECT.** All other terms and conditions of the Contract shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Amendment to the Contract shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

NORVILLA, LLC



By: Cara Pavlicek
Its: Village Manager



By: Lydia Villaseñor-Galvani
Its: President

Dated: 1/9, 2019

Dated: 1-29-2019, 2019

ATTEST

ATTEST



By: Vicki Scaman
Its: Village Clerk




By: Bernardino Villaseñor
Its: Executive Vice President

Dated: 1/9, 2019

Dated: 1/29, 2019

REVIEWED AND APPROVED
AS TO FORM


P. L. Flynn
LAW DEPARTMENT

SEP 14 2018
Karl H. Keph
LAW DEPARTMENT

CONTRACT

1. THIS CONTRACT is entered into this 6 day of September, 2018 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President and Board of Trustees and Norvilla, LLC, an Illinois limited liability company with offices at 2701 S. 13th Avenue, Broadview, Illinois 60155, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed \$286,766.
2. The following documents set forth the terms of this Contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 18-14, Bridge Rehabilitation Project ("Project");
 - b. Contractor's Proposal dated August 16, 2018; and
 - c. The Contract Bond.
3. Where the terms of the Contractor's Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans shall control.
4. The Contractor shall at its own cost and expense perform all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this Contract and the requirements of the Director of Public Works or the Director's designee.
5. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on the project and to otherwise comply with the Illinois Prevailing Wage Act.
6. The Contractor affirms that the individual signing this Contract is authorized to execute this Contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

NORVILLA, LLC

Cara Pavlicek
By: Cara Pavlicek
Its: Village Manager

Lydia Villasenor-Galvani
By: Lydia Villasenor-Galvani
Its: President

Date: 9/6, 2018

Date: 9-13, 2018

ATTEST:

ATTEST:

Vicki Scaman
By: Vicki Scaman
Its: Village Clerk

Bernardino Villasenor
By: Bernardino Villasenor
Its: Vice President

Date: 9/6, 2018

Date: 9-13, 2018



Bond #72074874

CONTRACT BOND

Norvilla, LLC, an Illinois limited liability company with offices at 2701 S. 13th Avenue, Broadview, Illinois 60155, as PRINCIPAL, and Western Surety Company, as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Two hundred eighty six thousand seven hundred sixty six Dollars, and 00/100 (\$286,766.00), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers
this 13th day of September, 2018.

NAME OF PRINCIPAL

By: [Signature]
Signature

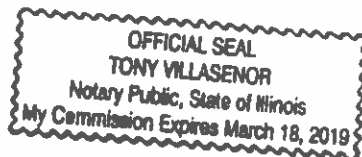
By: Lydia Villaseñor-Galvani
Printed Name

Its: President
Title

Subscribed to and Sworn before me on the

13th day of September, 2018.

[Signature]
Notary Public



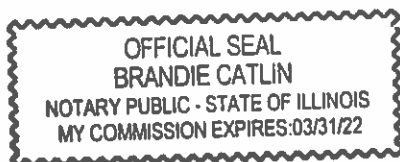
NAME OF SURETY

By: [Signature]
Signature of Attorney-in-Fact David Kotula

Subscribed to and Sworn before me on the

13th day of September, 2018.

[Signature]
Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Kotula, Individually

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of May, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of May, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of September 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary