

**AN AMENDMENT TO A CONTRACT BETWEEN
THE VILLAGE OF OAK PARK AND TRINE CONSTRUCTION CORP. FOR PROJECT 19-1,
LAKE STREET SEWER AND WATER MAIN IMPROVEMENTS,
TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$1,862,000 TO \$2,190,623**

THIS AMENDMENT TO THE CONTRACT DATED November 7, 2018 between the Village of Oak Park, an Illinois home rule municipal corporation, and Trine Construction Corp., an Illinois corporation, is entered into this 9 day of March, 2020 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Contract dated November 7, 2018 ("Contract"); and

WHEREAS, the Parties seek to amend the Contract pursuant to this Amendment to reflect the additional amount of \$328,623 to the Contract amount for a new total amount of \$2,190,623.

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 CONTRACT.** Section 1 of the Contract is amended by adding the underlined language and deleting the overstricken language as follows:

THIS CONTRACT is entered into on 7th day of November, 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 Trine Construction Corp. with offices at 27W364 North Avenue, West Chicago, Illinois 60185, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed ~~\$1,862,000.00~~ \$2,190,623.
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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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


By: Cara Pavlicek
Its: Village Manager

Dated: 3/9, 2020

ATTEST


By: Vicki Scaman
Its: Village Clerk


Dated: 3/9, 2020

TRINE CONSTRUCTION CORP.


By: Michael Rendina Michele Rendina
Its: Vice President

Dated: 3-13-20, 2020

ATTEST


By: Carol Giegovich
Its: Assistant Secretary

Dated: 3-13-, 2020

REVIEWED AND APPROVED

ASTORIA

MAR 10 2020


LAW DEPARTMENT

CONTRACT

1. THIS CONTRACT is entered into this 7 day of November, 2018 by and between the Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302 acting by and through its President and Board of Trustees and Trine Construction Corp. with offices at 27W364 North Avenue, West Chicago, Illinois, 60185, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed \$1,862,000.00.
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 19-1, Lake Street Sewer and Water Main Improvements Project ("Project");
 - b. Contractor's Proposal dated October 26, 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

By: Cara Pavlicek
Its: Village Manager

Date: 11/7, 2018

ATTEST:

By: Vicki Scaman
Its: Village Clerk

Date: 11/7, 2018

TRINE CONSTRUCTION CORP.

By: Mahesh K. Pendur
Its: Vice President

Date: 11-7-18, 2018

ATTEST:

By: Carol Gregorich
Its: Asst. Secretary

Date: 11-7-18, 2018

REVIEWED AND APPROVED
ASTON

Paul J. Hyman
LAW DEPARTMENT