

AGREEMENT TO EXTEND CONTRACTUAL WARRANTY PERIOD

THIS AGREEMENT TO EXTEND CONTRACTUAL WARRANTY PERIOD (the "Agreement") is made and entered into by and among WHEATON PARK DISTRICT, an Illinois Park District ("Owner") and ABBEY PAVING & SEALCOATING CO. d/b/a ABBEY PAVING CO., INC., an Illinois corporation ("Abbey") as of February 16, 2024.

A. In June 2023, Owner and Abbey entered into a contract for Community Center Parking Lot Paving (the "Contract") whereby Abbey agreed to perform paving and related construction as more specifically set forth in the Contract (the "Work");

B. In the Contract, Abbey provided a 1 year warranty of the Work;

C. Abbey substantially completed the Work on November 24, 2023;

D. Owner, through its consultants, Testing Service Corporation ("TSC"), has determined that portions of the Work fail to comply with the specifications and requirements of the Contract as described in TSC's report dated December 1, 2023 attached hereto as Exhibit 1;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations of the parties contained herein, the parties agree as follows:

1. Recitals. The Recitals are incorporated in this Agreement as if fully set forth herein.

2. Extended Warranty. By this Agreement, the warranty provided by Abbey in paragraph 12.2.2.1 of the General Conditions of the Contract is hereby extended to three years from the date of substantial completion of the Work. The other provisions of paragraph 12.2.2.1 shall remain in effect without change. Attached hereto as Exhibit 2 is Abbey's confirmation of this extension. In consideration of this warranty extension, Owner agrees not to require immediate remediation of the noncompliant work, but instead will monitor (and may perform periodic testing of) the performance of the Work during the extended warranty period, and reserves the right to pursue any rights it may have under the warranty for the extended three year warranty period.

3. No other amendment; authority. This Agreement does not amend any other provision of the Contract. Each signatory below represents and certifies that he has authority to execute this Agreement on behalf of the represented party.

WHEATON PARK DISTRICT

By: 

Michael Benard, Executive Director

ABBAY PAVING & SEALCOATING CO.
d/b/a ABBAY PAVING CO., INC.,

By: 

Michael Gillian, Chief Operating Officer



1949 County Line Road · Aurora, IL 60502
630.585.7220 · f: 630.585.7216

**Wight and Company
2500 N Frontage Rd.
Darien, IL 60561**

Guarantee

GUARANTEE from Abbey Paving & Sealcoating Co., Inc.

We do hereby guarantee that the asphalt paving work which we installed and/or supplied for the following location:

**Project: Community Center Parking Lot Paving
Project Address: 1777 S Blanchard Street, Wheaton, IL 60189
Scope of Work: Asphalt Paving**

Substantial Completion Date: 11/24/2023

Will fulfill the requirements included in the specifications, we agree to repair, or replace, any or all of our work, together with any other adjacent work which may be displaced by said repair that proves to be defective in its workmanship of material within a period of Three Years beginning the date of substantial completion, of the above mentioned project by the Owner.

In the event of our failure to comply with the above mentioned conditions within a reasonable period of time, after being notified in writing by the Owner, we collectively or separately, do hereby authorize the owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges upon demand.

SIGNED: Michael Gillian
Michael Gillian, Chief Operating Officer

Local Representative to be contacted for service:

Michael Gillian
Abbey Paving & Sealcoating Co., Inc.
1949 County Line Road
Aurora, IL 60502
(630) 585-7220