ADDENDUM TO CONTRACT APPROVED ON MARCH 4, 2020 BY RESOLUTION NO. 20-2865, 2020 ("RAEC EXPANSION CONTRACT") BY AND BETWEEN HARBOUR CONTRACTORS, INC. ("CONSTRUCTION MANAGER") AND VILLAGE OF ROMEOVILLE ("OWNER")

This addendum is attached to and shall form a part of the above-referenced contract between the Construction Manager and the Owner (the "RAEC Expansion Contract"), and shall control over any contrary terms contained within the RAEC Expansion Contract.

1. Construction Manager and Owner acknowledge and agree that pursuant to the RAEC Expansion Contract, Construction Manager is required to observe and comply with the applicable laws of the State of Illinois.

2. Construction Manager and Owner further acknowledge and agree that the provisions of the Employment of Illinois Workers on Public Works Act ("Act") apply to the RAEC Expansion Contract, and that they shall respectively comply with the Act as the same may be applicable to their performance under the RAEC Expansion Contract.

3. Construction Manager and Owner further agree that the following language should be added to Article 2.1.6.1 of the RAEC Expansion Contract, immediately after the end of the second sentence thereof:

> Alternatively, and subject to Owner's review and approval, Construction Manager may enter into and hold the Subcontracts in Construction Manager's own name.

4. Construction Manager and Owner further agree that the balance of the presently existing text of Article 2.1.6.1 of the RAEC Expansion Contract following the text added thereto pursuant to Section 3 of this Addendum shall be stricken from said Article 2.1.6.1 of the RAEC Expansion Contract.

5. Construction Manager and Owner further agree that the second sentence of Article 11.12 of the RAEC Expansion Contract shall be revised to read as follows:

> Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

6. Intentionally Omitted.

7. Construction Manager and Owner further agree that the first sentence of Article 4.1.1(e) shall be revised to read as follows:

> A fee to cover Construction Manager's cost of procuring and maintaining general liability insurance pursuant to Article 11 of the modified A201 General Conditions which are incorporated into this Agreement by this reference the amount of Zero point Nine One (0.91%) of the Direct Cost of Work.

8. Construction Manager and Owner further agree that the second sentence of Article 4.1.1(e) (referencing Preconstruction Fee invoicing) shall be stricken from the RAEC Expansion Contract.

9. Construction Manager and Owner further agree that the provisions of Article 4.1.1(e)(1)(F) shall be revised to read as follows:

> The compensation provided in this Article 4 is based upon a construction duration extending until May of 2022. In the event this duration is exceeded because of actions by the Owner or because of causes not under control of the Construction Manager or the Owner (including but not limited to delays in receipt of approvals or permits from governmental authorities other than the Owner or governmental declarations, proclamations or requirements pertaining to COVID-19 or other publicly declared disaster affecting Will County, Illinois), the compensation provided in this Article 4 shall be equitably adjusted.

10. Construction Manager and Owner further agree that the provisions of Article 4.1.3 shall be stricken from the RAEC Expansion Contract.

11. Construction Manager and Owner further agree that the provisions of Article 6.1.1 shall be revised to read as follows:

> The term "Cost of the Work" and "Direct Cost of the Work" mean the aggregate dollar value of all contracts with by subcontractors who enter into contracts with the Construction Manager for the performance of the Work, as of the completion of the performance under such contracts.

CONSTRUCTION MANAGER   OWNER

By: _____   By: _____

Title: _____   Title: _____

Date: _____   Date: _____