CONTRACT ADDENDUM TO FENCE AGREEMENT

THIS CONTRACT ADDENDUM TO FENCE AGREEMENT("Contract") is made this ___ day of_____, 2020 by and between the VILLAGE OF POPLAR GROVE ("Village") and DFC FENCE, INC. ("Contractor") and serves as a Contract Addendum to the Fence Agreement/Project Estimate No. 31781 between Village and Contractor dated April 24, 2020 ("Project Estimate") regarding the construction of a fence. Village and Contractor are jointly referred to herein at times as the "Parties".

RECITALS:

WHEREAS, the Village received a Project Estimate from the Contractor on or about April 24, 2020 (attached hereto as **Exhibit A**); and

WHEREAS, the Village and Contractor desire to codify the terms and conditions of the Project Estimate; and

WHEREAS, such terms and conditions are set forth in this Contract.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above-recitals are incorporated herein and made a part hereof.

2. The Parties agree as follows:

    A. Contractor will commence construction of the work and services set forth in the Project Estimate by no later than _____, 2020 and shall complete such work by no later than _____, 2020. Such commencement and completion dates may be amended by written agreement of both parties hereto. For purposes of the Contract, payment will be due upon Village representative's final inspection and approval of the completion of work ("Final Inspection") identified in the Project Estimate.

    B. Village agrees to pay Contractor for the Labor and Material the sum of $16,829.00. Amount may be adjusted by additions to and deletions from the Work described in Project Estimate, only if agreed upon by both parties in writing.

    C. Payment of the Contract Price shall be made as follows:

        a. $0.00 upon parties' execution of this Contract, the additional sum of $0.00 upon delivery of material, and the balance of the contract price $16,829.00 upon Final Inspection.

D. Contractor warrants that it has paid for in full and owns, free and clear of any liens/encumbrances or potential liens/encumbrances, all materials and supplies that are to be installed as a part of the work to be performed under the Contract.

E. The contractor shall furnish a performance bond equal to the amount equal to 120% of the total anticipated contract amount, prior to commencing work. Failure to furnish the required bond within the time specified shall be cause for termination of the contract.

F. Contractor agrees to comply with any and all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, prevailing wage laws.

G. At all times during the performance of this Contract, Contractor shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage. All insurance policies shall name the Village as an additional insured. Prior to commencement of any work under the Contract, Contractor shall provide the Village with a Certificate of Insurance evidencing compliance with this Paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of the Contractor's coverage thereunder.

H. To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the remodeling work contemplated under the Contract by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the remodeling work contemplated herein. Further, Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Contractor, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

I. Contractor acknowledges that during the course of its performance of the work under this Contract, it may acquire or be exposed to information regarding the

Village, including, but not limited to, information regarding the Village's employees, agents or officers, its business activities and operations, financial information, or other information of a confidential nature (hereinafter "Confidential Information"). Contractor, on behalf of itself and its, principals, owners, members, shareholders, employees, subcontractors and/or agents, agrees to hold such Confidential Information in strict confidence and shall not reveal the same. Contractor agrees that any breach or violation of this confidentiality provision would cause the Village irreparable injury for which it would have no adequate remedy at law, and agrees that the Village may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

J. In the event of a breach of the Contract by either Party, the non-breaching party shall have any and all remedies available to it at law or in equity, including, but not limited to, the right to terminate the Contract. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Contract shall be entitled to recover it's costs, including reasonable attorneys' fees.

3. To the extent that any provision of this Contract conflicts with any term or condition set forth in the Project Estimate, the provision of this Contract shall supersede and control to the extent of such conflict. All other provisions of the Project Estimate not in conflict with this Contract shall remain in full force and effect.

4. Except as otherwise provided for herein, this Contract may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

5. This Contract may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Contract as of the day and year first above written.

VILLAGE OF POPLAR GROVE	DFC FENCE, INC.
BY:_____	BY:_____
Owen Costanza, Village President	
ITS:_____	ITS:_____