EXTENSION OF AGREEMENT FOR SNOW AND ICE REMOVAL SERVICES

THIS EXTENSION OF AGREEMENT FOR SNOW AND ICE REMOVAL SERVICES ("Extension") is entered into this ____ day of March, 2021 by and between the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation ("Village") and MIDWEST DIRT, LLC ("Contractor") and effectuates an extension of an agreement between the Village and Contractor dated August 19, 2020 ("Agreement"). The Village and Contractor are at time referred to herein collectively as the "Parties".

RECITALS:

WHEREAS, the Village and Contactor previously entered into the Agreement pursuant to which the Contractor provided snow and ice removal services to the Village; and

WHEREAS, term of the Agreement commenced on October 31, 2020 and expires April 30, 2021; and

WHEREAS, Section 4 of the Agreement provides that the Parties may extend the Agreement for an additional two (2) year term upon the mutual consent of both parties with such consent being state in writing; and

WHEREAS, pursuant to Section 4 of the Agreement, the Parties now desire to extend the Agreement for said two (2) year term on the same terms and conditions as set forth in the Agreement.

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 Agreement is hereby extended for an additional two (2) year term i.e. from October 31, 2021 to April 30, 2022 and October 31, 2022 to April 30, 2023.

3. Such Extension shall be on the same terms and conditions as set forth in the Agreement, except as modified herein.

4. Contractor shall provide Village with an updated certificate of insurance evidencing the required insurance coverages, as set forth in the Agreement, for the term of this Extension.

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

6. Except as otherwise provided for herein, this Extension 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.

7. This Extension 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 VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS EXTENSION, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AS OF THE DATE FIRST REFERENCED ABOVE AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

CONTRACTOR:

Midwest Dirt, LLC

By:_____

Its:_____

VILLAGE OF POPLAR GROVE, ILLINOIS

By:_____
Owen Costanza

Its: President

ATTEST:

_____
Karri Anderberg, Village Clerk