ADDENDUM TO CONTRACT QUOTE

THIS ADDENDUM TO CONTRACT ("Agreement") is dated this ___ day of May, 2021 and is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and Rush Power Systems, LLC. ("Rush") and is intended to serve as an addendum to the Contract Quote dated April 20, 2021, between the Village and Rush. The Contract Quote and this Addendum to Contract Quote are collectively referred to herein as the "Agreement."

RECITALS:

WHEREAS, Rush provided the Village a contract quote for preventative maintenance services on April 20, 2021 ("Contract Quote"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Village and Rush desire to supplement the Contract Quote with certain additional terms and conditions; and

WHEREAS, such additional terms and conditions are set forth in this Addendum to Contract Quote.

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 Contract Quote, including, but not limited to, its scope of services, is incorporated herein and made part hereof.

3. The following terms and conditions are hereby made a part of the Agreement:

   A. Rush will commence the work and services set forth in the Contract Quote by no later than _____ ____, 20___ ("Effective Date") and shall complete such work and services on an annual basis, over a three (3) year term, to be completed by the one (1) year anniversary of the Effective Date during each year of the Contract. Such commencement and completion dates may be amended by written agreement of both parties hereto.

   B. Rush 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 utilized as a part of the work and services to be performed under the Agreement.

   C. Rush agrees to comply with any and all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, prevailing wage laws (820 ILCS 130).

D. At all times during the performance of this Agreement, Rush 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; workers' compensation equal to statutory limits required by state law. All insurance policies shall name the Village of Poplar Grove as an additional insured. Prior to commencement of any work under the Contract, Rush 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 Village's coverage thereunder.

E. To the fullest extent permitted by law, Rush 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 preventative maintenance work and services contemplated under the Agreement by Rush, its agents, employees, subcontractors or anyone for whose acts Rush may be liable with respect to the remodeling work contemplated herein. Further, Rush 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 Rush, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

F. Rush acknowledges that during the course of its performance of the work and services under this Agreement, 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"). Rush, 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. Rush 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.

G. In the event of a breach of the Agreement 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 Agreement. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Agreement shall be entitled to recover it costs, including reasonable attorneys' fees.

H. Any and all notices, demands, and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a party at the earlier of (i) when actually hand-delivered to an employee of such party, (ii) if mailed to such party by registered or certified U.S. mail, when a return receipt is received by sender, or (iii) if sent by overnight courier service addressed to such a party at the address designated below for such party:

If to Rush Power Systems, LLC:

Rush Power Systems, LLC
Attn:_____
3793 Flora Church Road
Kirkland, IL 60146

If to Village of Poplar Grove:

Village of Poplar Grove
Attn: Karri Anderberg
200 North Hill Street
Poplar Grove, Illinois 61065

With Copy To:

Sosnowski Szeto, LLP
Attn: Roxanne M. Sosnowski
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired thereby.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

7. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois. The parties hereby submit and consent to the exclusive jurisdiction of the State of Illinois and agree that any such litigation shall be conducted only in the courts of Boone County, Illinois, or the federal courts for the United States for the Northern District of Illinois, and no other courts, where this Agreement is made and/or to be performed.

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

9. Except as otherwise provided for herein, this Agreement 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.

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

VILLAGE OF POPLAR GROVE

_____

By: Donald Sattler
Village President

ATTEST:

_____
Karri Anderberg
Village Clerk

RUSH POWER SYSTEMS LLC.

_____

By:_____

Its:_____