

## ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT (“Amendment”) is dated this \_\_\_ day of May 2021 and is by and between the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation (“Village”), and SABEL MECHANICAL, LLC, a Wisconsin limited liability company (“Contractor”) and is intended to amend the Agreement dated April 27, 2021 between the Village and Contractor.

### RECITALS:

WHEREAS, the Village and Contractor entered into an Agreement proposal dated on April 27, 2021 (the “Agreement”); and

WHEREAS, the Village and Contractor desire to make certain amendments to the Agreement; and

WHEREAS, such amendments are set forth in this Amendment to 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 proposal, including, but not limited, its terms, conditions and scope of services, is incorporated herein and made a part hereof.
3. The following terms and conditions are made a part of the Agreement:
  - A. Contractor will commence performance of the services set forth in the Agreement by no later than \_\_\_\_\_ of each year of the 3-year term of the Agreement and shall complete such services by no later than \_\_\_\_\_ of each year of the 3 year term of the Agreement. Such commencement and completion dates may be amended by written agreement of both parties hereto.
  - B. Contractor warrants that it will own, free and clear of any liens/encumbrances or potential liens/encumbrances, all materials, parts and supplies that are to be installed as a part of the services to be performed under the Agreement.
  - C. 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 in performance of the services set forth in the Agreement.
  - D. At all times during the performance of this Agreement, 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 Agreement, 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.
- E. 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 services contemplated under the Agreement by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the services contemplated under the Agreement. 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.
- F. Contractor agrees that it shall perform the services under the Agreement in a commercially reasonable and good and workmanlike manner. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill ordinarily exercised by member in the same industry/profession who are currently providing services under similar conditions. To the extent Contractor fails to perform any services required under the Agreement and the Village incurs costs and expense to have the services completed, Contractor shall be responsible for reimbursing such costs and expense to the Village.
- 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 its costs, including reasonable attorneys' fees.
- H. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois. Any dispute between the parties related to this Agreement shall

be submitted to the jurisdiction of the Courts of the 17<sup>th</sup> Judicial Circuit, Boone County, Illinois.

4. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Amendment 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.
6. In case any provision of this Addendum 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.
7. To the extent that any provision of this Amendments conflicts with any term or condition set forth in the Agreement, the provision of this Amendment shall supersede and control to the extent of such conflict. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
8. Except as otherwise provided for herein, this Amendment 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

SABEL MECHANICAL, LLC

By: \_\_\_\_\_  
Don Sattler, President

By: \_\_\_\_\_

ATTEST:

Its: \_\_\_\_\_

\_\_\_\_\_  
Karri Anderberg, Village Clerk