AMENDMENT TO CONTRACT PROPOSAL

THIS AMENDMENT TO CONTRACT ("Amendment") is dated this ___ day of February, 2021 and is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and Bufalo Contracting. ("Bufalo") and is intended to amend the Contract Proposal dated February 10, 2021, between the Village and Bufalo.

RECITALS:

WHEREAS, Bufalo provided the Village a quote for general contracting and restoration services on February 2, 2021 ("Quote"); and

WHEREAS, Bufalo provided the Village with a revised quote and contract proposal for the provision of additional contracting and restoration services in the form of cabinet painting and the installation of shelving doors on February 10, 2021 ("Contract Proposal"); and

WHEREAS, the Village and Bufalo desire to make certain amendments to the Contract Proposal terms; and

WHEREAS, such amendments are set forth in this Amendment to Contract Proposal.

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 Proposal was amended to reflect the following changes:

   A. The Proceeds Breakdown section has been stricken;

   B. The redlined portions of Clause 1, the entirety of Clause 11, and the entirety of Clause 14 have been stricken; and

   C. Any and all references containing the following language: "This contract consists of this page and the reverse side of this page and shall be considered the entire contract by both parties involved. Written change orders will be considered an addendum to this contract" have been stricken.

3. The Contract Proposal is hereby amended to reflect the following:

   A. Bufalo will commence construction of the work and services set forth in the Contract by no later than _____, _____ and shall complete such work by no later than _____, _____. Such commencement and completion dates may be amended by written agreement of both parties hereto.

B. Bufalo 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.

C. Bufalo 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 Contract, Bufalo 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, Bufalo 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, Bufalo 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 Bufalo, its agents, employees, subcontractors or anyone for whose acts Bufalo may be liable with respect to the remodeling work contemplated herein. Further, Bufalo 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 Bufalo, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

F. Bufalo 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"). Bufalo, 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. Bufalo 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 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 costs, including reasonable attorneys' fees.

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

7. 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.

_____ _____

By: Owen Costanza
Village President

By:_____

ATTEST:

Its:_____

_____
Karri Anderberg
Village Clerk