



**ADDENDUM B TO OPHFC EMERGENCY WALL AND TILE REPAIRS, DATED NOVEMBER 6, 2024,
AMENDED DECEMBER 9, 2024,
BETWEEN
THE VILLAGE OF ORLAND PARK AND R. CARLSON & SONS, INC.**

WHEREAS, on November 6, 2024, a certain Agreement between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and R. Carlson & Sons, Inc. (hereinafter referred to as "Contractor") for the performance of certain professional services for the Village in connection with OPHFC Emergency Wall and Tile Repairs (hereinafter referred to as the "Project", the "Work", or the "Services") was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, on December 9, 2024, a certain Agreement between the Village and the Contractor for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum A"); and

WHEREAS, the Village wishes to modify SCOPE, PAYMENT, and CONTRACT DOCUMENTS.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum B and the Agreement, the provisions of this Addendum B shall control.
2. **SECTION 1: SCOPE OF THE WORK** of said Agreement shall be amended to include the "Scope of Work" as set forth in Contractor's Proposal, dated December 13, 2024, and December 20, 2024.
3. **SECTION 2: COMPENSATION** in said Agreement shall be amended to strike the clause:

"a not-to-exceed Proposal or Bid amount of \$77,956.25, plus \$15,000.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$92,956.25 ("Contract Price")

- (i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$92,956.25."

And replace with the clause:

"a not-to-exceed Proposal or Bid amount of \$112,532.25, plus \$15,000.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$127,532.25 ("Contract Price")

- (i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$112,532.25."

4. **SECTION 4: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include Addendum B, dated January 6, 2025.
5. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

6. This Addendum B may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum B, made and entered into effective the **6th day of January, 2025**, shall be attached to and form a part of the Agreement dated the 6th day of November, 2024, amended December 9, 2024, and shall take effect upon signature below by duly authorized agents of both parties.

IN WITNESS WHEREOF, the parties have caused this Addendum B to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

R. CARLSON & SONS, INC.

VILLAGE OF ORLAND PARK

By: _____

By: _____

Name: _____

Name: _____

Its _____ and Authorized Agent

Title: _____

ATTEST: _____

DRAFT