

Addendum to Contract

This Addendum to Contract, dated this 12th day of September, 2023, amends the Agreement dated June 9, 2022, by and between the Village of Friendship Heights (the "Village") and GreenSweep LLC ("Contractor"). This Addendum to Contract is offered by the Village in the interest of goodwill, in response to the request from Contractor for a progress payment, despite no progress payment being required according to the current contract terms, as written by Contractor.

Pursuant to Section 9, Addendum II of the Agreement, the Agreement is hereby amended, and the parties acknowledge and agree, as follows:

(a) The Payment Structure is replaced with the following:

33.3% due upon signing:	\$283,853.33 (already paid)
33.3% due at 66%+ Project Completion:	\$283,853.33 (already paid)
Progress payment due subject to the terms and Conditions set forth in the Addendum to Contract dated September 12, 2023	\$ 92,720.00
Remainder due upon 100% Project Completion	\$191,133.34
Invoice No. 28936	\$ 7,280.00 (reduced from \$10,920.00)

The first two payments for the first 33.33 % (\$283,853.33) and the second 33.33% invoiced at 66% or more of Project Completion (\$283,853.33) have already been paid to Contractor;

(b) The \$7,280 payment identified in subparagraph (a) above shall satisfy in full Invoice No. 28936. Contractor agrees to reduce Invoice No. 28936 from \$10,920 to \$7,280. The engineering analysis and all other work product related thereto shall become the property of the Village, upon delivery of the payment;

(c) The \$92,720 progress payment, and the \$7,280 payment for Invoice No. 28936, identified in subparagraph (a) above shall be paid once the Village Manager receives from the Contractor satisfactory documentation confirming that a complete application for a building permit, for the project detailed in the Agreement, has been received and accepted by the Montgomery County Department of Permitting Services;

(d) The \$92,720 progress payment identified in subparagraph (a) above does not increase the compensation due to Contractor, according to the Agreement;

(e) The following new paragraph is added to the Agreement:

10. CHANGE ORDERS. Contractor is responsible to undertake, at Contractor's cost, the work necessary to comply with applicable laws, including but not limited to, the conditions and requirements imposed by Montgomery County Department of Permitting Services. If Contractor contends that such work is outside the scope of the Project Element & Description, and the Village Council agrees, the parties may negotiate a change order. The parties acknowledge and agree that any change order proposed will be considered as part of the Village Council's normal order of business with no guarantee of approval. It is expressly acknowledged and agreed that no change order request from Contractor will be considered by the Village Council until Contractor: (1) briefs the Council on the need for such change order, including an explanation of any conditions or requirements imposed by the County for permit issuance or project approval; and (2) subsequently submits a change order to the Village Manager detailing the additional work and costs proposed to comply with any such conditions or requirements, or other applicable law.

(f) Contractor will cooperate with the County permit review process including providing the County with any additional documentation requested without additional request for payment from the Village;

(g) The compensation due under the Agreement is a flat fee, and the Agreement does not authorize any additional hourly billing, such as proposed in Invoice no. 28936. Accordingly, Contractor agrees to reduce Invoice No. 28936 from \$10,920 to \$7,280, with such reduced amount representing the quote provided by CETech Consultants, Inc. on June 20, 2023, and removal of Contractor's additional invoiced sum. A change order must be agreed upon in advance for any additional work or compensation. No additional reimbursement will be approved by the Village for engineering or other costs associated with the submission to CETech Consultants, Inc. or others of incorrect or improper documents by Contractor or Contractor's subcontractors;

(h) Except as modified hereby, the Agreement, and all its terms and conditions, shall remain in full force and effect; and

(i) In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

In witness whereof, the Contractor and the Village have caused this Addendum to be executed as of the date first above written.

Witness:



GreenSweep LLC

Village of Friendship Heights

By: 
Melanie Rose White, Mayor