**AGREEMENT FOR PERIODIC PUBLIC WORKS PROJECTS WITH VILLAGE OF POPLAR GROVE**

THIS AGREEMENT ("Agreement") is dated this ___ day of May, 2021, is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and N-Trak Group, LLC ("Contractor") and sets forth conditions and requirements for time and material periodic Public Works projects done by the Contractor on behalf of the Village.

RECITALS

WHEREAS, Contractor provides Village with services on an as needed basis generally involving general repairs to Village property ("Services"); and

WHEREAS, the Village and the Contractor wish establish the conditions and requirements for the work periodically provided to Village by the Contractor without the necessity of executing a separate agreement for each job performed by the Contractor for the Village .

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. Projects under this Agreement will have the following conditions:

   A. Contractor agrees to provide services as it customarily provides to the Village for projects requested by the Village Public Works Director in writing.

   B. Billing for time and materials for projects done under this Agreement shall be at rates agreed upon and approved by the Village Public Works Director in writing.

   C. Contractor 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 this Agreement.

   D. 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 (820 ILCS 130).

   E. At all times during the performance of projects under 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; 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, 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 Village's coverage thereunder. Contractor that the above conditions shall be met and shall remain in place during the term of this Agreement and that no project shall be commenced without all such conditions having been met.

F. 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 remodeling work contemplated under this Agreement by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the remodeling work contemplated herein. 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 Bufalo, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

G. Contractor acknowledges that during the course of its performance of the work 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"). Contractor, 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. Contractor 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.

H. Contractor agrees to post a performance bond in the amount of 120% of the contract price or in such other amount as the Village shall require. As a condition of this Agreement, said bond must remain in place for the term of this contract. Contractor agrees that it will take no steps to perform and services under this Agreement is a performance bond is not in place.

I. 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 Contract shall be entitled to recover it costs, including reasonable attorneys' fees.

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

4. This Agreement is not a guarantee of work by the Village for the Contractor.

5. 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.

6. Except as otherwise provided for herein, this Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

7. This Agreement shall be for one year from the above-written date unless earlier terminated. This Agreement may be terminated by either party on sixty days' written notice to the other party. Contractor shall not terminate the Agreement if a project begun under this Agreement has not been completed. Village shall pay any balances due to Contractor for work completed should Village terminate the Agreement.

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

_____ _____

N-TRAK GROUP, LLC

By: Don Sattler
Village President

By:_____

ATTEST:

Its:_____

_____
Karri Anderberg
Village Clerk