Waukegan park district

CONTRACTOR AGREEMENT

(To be used with organizations that have employees or use subcontractors)

Individuals or companies (Contractor) interested in doing business with the Waukegan Park District (District) must complete this “Agreement” and submit any required documents a minimum of five (5) business days prior to services being rendered. The inability to provide completed paperwork may result in the services being delayed or awarded to another contractor.

DESCRIBE USE OF CONTRACTOR (completed by District Supervisor)

|  |  |  |
| --- | --- | --- |
| Brief description of work to be completed |  | |
| Supervisor  (District Contact) |  | |
| Length of Use |  |  |

CONTRACTOR INFORMATION (completed by Contractor)

|  |  |  |  |
| --- | --- | --- | --- |
| Company/Individual Name |  | | |
| Address |  | | |
| Representative Name |  | | |
| Representative Phone |  | Reps e-mail |  |
| Nature/Type of Business | EX) Plumbing, Electrical, Carpentry, etc. | | |
| Have you contracted with District in the past year? |  | | |
| Check ALL that apply | Owner will  complete all the work by him/herself  have employees working on this job  use a subcontractor for this job  use volunteers  Will use vehicles on job site company owned vehicles on job site  privately owned vehicles on job site  hired/rented vehicles on jobsite  Will be leaving material or equipment owned by contractor at job site during duration of job (overnight) | | |

CONTRACTOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS

That it is the intention to create a non-exclusive independent contractor relationship; allowing the Contractor to engage in other business activities and provide similar services to other entities, provided such activities do not create a conflict of interest or interfere with the performance of the services identified in this Agreement.

That the Contractor is not an employee of the District and is therefore not entitled to any benefits or protection provided to employees of the District; including, but not limited to: unemployment benefits, general liability protection, or workers’ compensation benefits.

The Contractor assumes all financial responsibility for any liability, damages, or property that is lost, stolen, or damaged, arising out of or resulting from the Contractor’s and/or subcontractor’s activities.

INSURANCE: To provide and keep in force at all times during this Agreement, the following coverages: General Liability Insurance including contractual liability coverage, with minimum limits of not less than one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) annual aggregate; Business Auto Liability Insurance, if applicable, with minimum limits of not less than one million dollars ($1,000,000) per accident; Property Damage Insurance, if applicable; full Worker’s Compensation Insurance, if applicable, equal to the statutory amount required by law. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the District in its sole discretion.

**The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.**

The District shall be named additional insured on Contractor’s General Liability policies. All insurance coverage provided by the Contractor shall be primary and non-contributory coverage as to the District.

All certificates of insurance and applicable endorsements in connection herewith shall be furnished to the District no later than five (5) days prior to providing any services contemplated by this agreement. Contractor is responsible for submitting any renewed certificates of insurance as needed prior to each job.

Any lack of or deficiencies in insurance coverage shall not be construed as a waiver of the Contractor’s obligations or financial responsibility for any claims, damages, losses, and expenses, including but not limited to legal fees, arising out of or resulting from the Contractor’s activities as described in the Indemnification and Hold Harmless below. The District will not in any way defend the Contractor in matters of liability.

To submit ALL required paperwork no less than five (5) business days prior to services being rendered; if properly completed paperwork is not submitted in time, it is understood that the job may be issued to another contractor.

To comply with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, when the work calls for ‘the construction of a public work’ as defined in the Act. The act can be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx>.

To maintain sole control over the manner, means and method of performing the service and maintain sole responsibility for the hiring and direction of Contractor’s employees, subcontractors or agents.

To comply with all applicable local, state, and federal laws, rules and regulations, including, but not limited to: OSHA, FLSA, Illinois Human Rights Act, the Civil Rights Act of 1964, and American With Disabilities Act; and ensure all persons providing a service on the Contractor’s behalf also complies. The District has the right to question compliance and cancel or postpone the Contractor’s services if non-compliance is determined.

That the District reserves the right to cancel or postpone the Contractor’s services for public safety or security purposes. Notice will be given as soon as possible. In the event of cancellation, the amount payable for services completed will be prorated to the best determinable date/time of cancellation.

To supply all of their own equipment and supplies required to provide the service and remain responsible for any equipment lost, stolen or damaged while on job site.

This Agreement shall be interpreted, enforced, and construed in accordance with the laws of the State of Illinois. Venue for any litigation hereunder shall be in Lake County, Illinois; and should diversity jurisdiction apply, in the United States District Court for the Northern District of Illinois Eastern Division. By signing this agreement, Company expressly consents to personal jurisdiction in the State of Illinois.

This Agreement constitutes the entire agreement between the Contractor and the District pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written. No modifications of this Agreement shall be effective unless made in writing and signed by both the Contractor and the District.

Indemnification and Hold Harmless

Name of Contractor: \_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To the fullest extent permitted by law, the above Contractor shall indemnify and hold harmless the Waukegan Park District and its officers, officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including, but not limited to, legal fees arising out of or resulting from the Contractor’s activities, provided that any such claim, damage, loss, or expense 1) is attributed to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, and 2) is caused in whole or in part by any negligent or wrongful act or omission of the Contractor, or anyone directly or indirectly employed by them, whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this paragraph.

SUBMIT THIS FORM AND CERTIFICATES OF INSURANCE TO: Your District Contact OR

Waukegan Park District

2000 Belvidere Street OR Fax: 847-244-8270 OR e-mail: tbrady@waukeganparks.org

Waukegan, IL 60085

SIGNATURES

\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Contractor Representatives Name Title of Representative

***All Agreements expire on 12/31of current year.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_     \_/\_     \_/\_     \_

Signature Date

*Contractor is encouraged to keep a copy of this Agreement for their own records.*

**In House:** \_\_\_\_\_\_\_ Insurance and Agreement approved \_\_\_\_\_\_\_ Entered in database