



February 21, 2019

Mr. Jeremiah Varco  
Facilities Manager  
Lake County Facilities Operations  
18 N. County Street, Lower Level  
Waukegan, IL 60085-4334

**RE: Proposal for Facilities Engineering and Construction Administration Services for Lake County Facilities Operations (Proposal #035510)**

Dear Mr. Varco:

Stanley Consultants is pleased to submit this proposal for facilities engineering services to Lake County Facilities Operations. As discussed, this proposal comprises three separate tasks, as follows:

1. Construction administration for Jail House service elevator upgrades.
2. Design and bid assistance for Depke Juvenile Center backup generator.
3. Construction administration services for replacement of the service entrance switchboard at the Health Department Belvidere Medical Building (BMB).

The following sections provide details regarding the scope of work, schedule, deliverables, and assumptions which form the basis of our understanding, as well as costs for these projects.

### **Task 1. Construction Administration for Jail House Service Elevator Upgrades**

#### **Project Scope and Schedule**

Stanley Consultants will provide construction observation services for upgrades to three (3) jail house service elevators, attending (3) site visits for progress meetings for each elevator, plus a final site visit, for total of ten (10) site visits. In addition, we will continue to participate in weekly progress meetings via phone for average of 30 minutes per week beginning. Based on the anticipated schedule, construction will last through May 2019. Stanley Consultants will also review and approve pay applications and project closeout paperwork.

#### **Assumptions and Compensation**

Based on the construction schedule and the anticipated number of site visits and weekly progress calls, Stanley Consultants will provide the described services for a lump sum of **\$12,000**.



## **Task 2. Design, Bid Assistance, and Construction Administration for Depke Juvenile Center Backup Generator**

### **Project Scope and Schedule**

Stanley Consultants will design a standby diesel generator with a weather-proof non-walk-in enclosure, fencing located outside of the building, required auxiliary loads for the generator, day tank for diesel fuel, cables and conduit connection to the two main services, transfer switches, and associated controls and electrical connections. Based on study of the generator sizing study completed in June 2017, we propose the following scope of work:

#### *Design Phase*

1. Prepare Electrical removal plans.
2. Prepare Electrical, Civil, and Structural installation plans.
3. Prepare equipment schedule, section view, and details.
4. Plans (installation and removal) and specifications will be submitted to the Lake County Facilities Department in electronic and paper format for bidding. Stanley Consultants guide specifications will be used in preparing the project manual.
5. Investigate the cost of using the existing 750KW generator at Libertyville campus vs. purchasing a new generator, including assessment of environmental requirements.
6. Prepare construction cost estimate.

#### *Construction Support*

1. Stanley Consultants will conduct a pre-bid conference and respond to any questions and concerns of the prospective bidders. Necessary addenda will be prepared and distributed accordingly.
2. Stanley Consultants will review the bids for conformance to technical requirements and provide recommendations.
3. Coordinate with prime contractors, respond to field questions in a timely manner, review shop drawings, attend maximum of four (4) construction observations / progress meetings, generate punch list, and review contractor change order requests and pay request(s).
4. Provide preventative maintenance documentation for new equipment installed under this project to Lake County.
5. Prepare "for record" drawings based on contractor mark-ups and submit to Lake County in electronic and paper (one copy) formats.

#### *Deliverables*

Stanley Consultants will generate an electronic set of draft and final plans and specifications. Design drawings will include:

1. Cover Sheet
2. General Notes and Legends
3. Electrical One Line Diagram, Sheet 1 of 2
4. Electrical One Line Diagram, Sheet 2 of 2
5. Electrical Demolition Plan, Sheet 1 of 2
6. Electrical Demolition Plan, Sheet 2 of 2
7. Electrical Installation Plan, Sheet 1 of 2



8. Electrical Installation Plan, Sheet 2 of 2
9. Civil Site Plan, Sheet 1 of 1
10. Structural Installation Plan, Sheet 1 of 1
11. Electrical Details and Schedule, Sheet 1 of 2
12. Electrical Details and Schedule, Sheet 2 of 2
13. Civil Details, Sheet 1 of 1
14. Structural Details, Sheet 1 of 1

Stanley Consultants will also prepare "for record" versions of the above drawings based on contractor mark-ups, and submit to Lake County in electronic and paper (1 copy) formats.

#### *Schedule*

Stanley Consultants will prepare an electronic set of draft plans and specifications for the standby generators within eight (8) weeks of notice to proceed. Stanley Consultants will submit one (1) set of draft plans and specifications for review and one (1) set of final design documents prior to bid. Client comments will then be addressed and the bid documents will be issued. "For record" drawings will be submitted to Lake County within 4 weeks of receipt of drawing markups from contractor.

#### **Assumptions and Compensation**

Compensation has been estimated based on the following assumptions:

1. Lake County Facilities Department will provide existing plans in electronically-modifiable (vectorized) format.
2. Lake County Facilities Department will provide field verification support for utility locations.
3. Asbestos abatement design is not required.
4. Construction will be completed within eight (8) months of the job mobilization.

Stanley Consultants will provide the described services for a lump sum of **\$48,000**.

#### **Task 3. Construction Administration Services for Replacement of the Service Entrance Switchboard at Health Department BMB**

##### **Project Scope and Schedule**

Stanley Consultants will provide procurement assistance and construction administration services for construction of a new 1200A switchboard manual transfer switch (MTS) and hookup of an outdoor diesel generator at the Health Department BMB.

Bid assistance and construction administration support will include the following tasks:

1. Review and update design documents for up-to-date code requirements.
2. Attend pre-bid conference and respond to any RFIs of the prospective bidders. Necessary addenda will be prepared and distributed accordingly.
3. Review bids for conformance to technical requirements and provide recommendations.
4. Coordinate with prime contractors, respond to field questions in a timely manner, review shop drawings, attend maximum of four (4) construction observations / progress



meetings, generate punch list, and review contractor change order requests and pay request(s).

5. Provide preventative maintenance documentation for new equipment installed under this project to Lake County.
6. Prepare "for record" drawings based on contractor mark-ups and submit to Lake County in electronic and paper (one copy) formats.

"For record" drawings will be completed within 4 weeks of receipt of drawing markups from contractor.

### **Assumptions and Compensation**

Compensation has been estimated based on the following assumption:

1. Construction will be completed within eight (8) months of job mobilization.

Stanley Consultants will provide the described services for a lump sum of **\$16,000**.

### **Cost Summary**

Task 1 – Construction administration for Jail House elevator upgrades	\$12,000
Task 2 – Design, bid assistance, and CA for Depke Juvenile Center backup generator	\$48,000
Task 3 – Construction administration for BMB switchboard	\$16,000
<u>Travel / Miscellaneous Expenses</u>	<u>\$1,500</u>
<b>Total</b>	<b>\$77,500</b>

We propose that the work described in this proposal be performed in accordance with our "Standard Terms and Conditions" and Lake County's Contract Agreement #16112, both of which are attached for your reference. Stanley Consultants is delighted for this opportunity to provide engineering design services and remains available to discuss this proposal with you and your staff.

We welcome the opportunity to discuss this submittal and scopes of work with you and your team. Please contact Majid Zargar at 773.714.2039 ([zargarmajid@stanleygroup.com](mailto:zargarmajid@stanleygroup.com)) or me at 773.714.2048 ([cowindoug@stanleygroup.com](mailto:cowindoug@stanleygroup.com)) if you have any questions or would like to discuss further.

Sincerely,

Stanley Consultants, Inc.

Douglas K. Cowin  
Business Development Manager



Attachments:

Attachment 1: Stanley Consultants Standard Terms and Conditions

Attachment 2: Lake County Contract Agreement #16112

Attachment 3: Vendor Disclosure Statement



# **ATTACHMENT 1**

## **LAKE COUNTY AGREEMENT #16112 FOR PROFESSIONAL SERVICES**





**AGREEMENT #16112 FOR PROFESSIONAL SERVICES  
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (hereinafter "County") and Stanley Consultants Inc. (hereinafter "Contractor" and or Consultant), 8501 West Higgins Road Suite 730, Chicago, IL 60631-2801.

**RECITALS**

WHEREAS, Lake County is seeking a Contractor to provide for the design of mechanical and electrical services for elevator modernization at the adult detention center in Waukegan, electrical switchboard replacement at the Belvidere Medical Building (BMB) and generator sizing study for Robert W. Depke Juvenile Justice Center Expansion Project as noted in the Contractor's proposal no. 6IFCB-29075 dated February 22, 2016, (the "Services"); and

WHEREAS, the Contractor has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and the Contractor agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents that constitute the entire agreement between Lake County and the Contractor are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. The Contractor's proposal no. 6IFCB-29075, dated February 22, 2016 Exhibit 1

**SECTION 2. SCOPE OF WORK**

The Contractor shall provide the design of mechanical and electrical services as described in Exhibit 1.

**SECTION 3. DURATION**

This Agreement shall be effective as of the date the County gives Contractor notice to proceed, and unless terminated pursuant to Section 15 shall be effective until the date the services are completed.

The services are complete upon a determination of completion by the County, which determination shall not be unreasonably withheld. A determination of completion shall not constitute a waiver of any rights or claims which Lake County may have or thereafter acquire with respect to any provision of this Agreement.

At the end of the Agreement term, the County reserves the right to extend the Agreement for an additional period up to sixty (60) days.

**SECTION 4. AGREEMENT PRICE**

The County will pay the Contractor a fee not to exceed \$82,400 for deliverables identified in the Compensation Section of Contractor's proposal no. 6IFCB-29075 dated February 22, 2016, and will bill the County not more than once per month based upon the actual expense reimbursement.

**SECTION 5. INVOICES & PAYMENT**

A Purchase Order will be issued for the work and Contractor shall submit invoice(s) detailing the products and services provided and identify the Purchase Order number on all invoices. All Payments shall be made

in accordance with the Local Government Prompt Payment Act. 50 ILCS 505/1 et seq.

## **SECTION 6. INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless Lake County, their agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of the Contractor. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, their agents, servants, or employees or any other person indemnified hereunder.

## **SECTION 7. INSURANCE**

The Proposer shall maintain for the duration of this Agreement and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, in the following types and amounts:

**Workmen's Compensation Insurance** covering all liability of the Proposer arising under the Workmen's Compensation Act and Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.

**Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from:

General Aggregate Limit    \$ 2,000,000

Each Claim Limit                **\$ 1,000,000**

**Comprehensive General Liability** in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

General Aggregate Limit    \$ 2,000,000

Each Occurrence Limit        **\$ 1,000,000**

**Comprehensive Automobile Liability** to include, Bodily Injury, Property Damage:

General Aggregate limit     \$ 2,000,000

Each Occurrence Limit        **\$ 1,000,000**

named as additional insured **by endorsement** as their interest may appear; provided with thirty (30) days notice, in writing, of cancellation or material change;

Provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 No. County St. – 9<sup>th</sup> Fl., Waukegan, IL 60085-4350.

**Failure to Comply:** In the event the proposer fails to obtain or maintain any insurance coverage's required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

## **SECTION 8. INDEPENDENT CONTRACTOR**

The Contractor is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Contractor's manner, detail, or means by which Contractor accomplishes tasks under this Agreement.

## **SECTION 9. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

## **SECTION 10. NO IMPLIED WAIVERS**

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

## **SECTION 11. SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

## **SECTION 12. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

## **SECTION 13. NOTICES AND COMMUNICATIONS**

All notices and communications which may be given by Lake County to the Contractor relative to this Agreement shall be addressed to the Contractor at the address shown herein below:

Stanley Consultants Inc.  
Attn: Bruce H. Worthington  
8501 West Higgins Road, Suite 730  
Chicago, IL 60631-2801

Copies of any notices and communications which propose to alter, amend, terminate, interpret or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

## **SECTION 14. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

Except as otherwise provided herein, this Agreement shall not be assigned, altered or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

## **SECTION 15. TERMINATION**

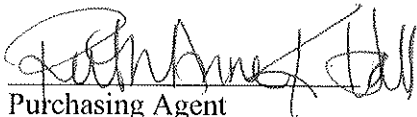
The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

## **SECTION 16. CONFIDENTIALITY**

Both parties acknowledge that customer is subject to the Illinois open meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

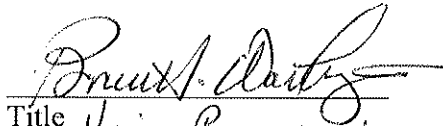
IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

  
Purchasing Agent  
Lake County

Date: 6/19/16

Stanley Consultants Inc.:

  
Title Vice President

Date: 6/1/16

## **ATTACHMENT 2**

### **STANLEY CONSULTANTS, INC. STANDARD TERMS AND CONDITIONS**





## Standard Terms and Conditions

### 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

### 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

### 3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which

are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

### 4. GENERAL

#### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

#### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each



## Standard Terms and Conditions

party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential" or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order.

### 4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by Illinois law, excluding its choice of law rules.

### 4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable

expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

### 4.9 Warranty.

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.9.5 If the Scope of Services include the review or recommendation of available technologies or recommendations of specific technologies or vendors or systems, the CONSULTANT will conduct an impartial review of such technologies, systems or vendors. The CONSULTANT is not responsible for the selection of same by the Client or for the usability, or results of such technology, vendor or system.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.





## Standard Terms and Conditions

**4.11 Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

**4.12 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$300,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT

BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARISE OUT OF ITS PERFORMANCE ON THIS PROJECT.

**4.13 Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

**4.14 INSURANCE.** CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:

(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of \$1,000,000 per accident.

(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than \$1,000,000 for each occurrence and aggregate.

(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of \$1,000,000.

(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of \$1,000,000, to be kept in force for two (2) years after completion of project.

CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.

(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than \$1,000,000 per occurrence.

**4.15 Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

**4.16 Force Majeure.** Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts



## Standard Terms and Conditions

of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

**4.17 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

## **ATTACHMENT 3**

# **VENDOR DISCLOSURE STATEMENT**





## VENDOR DISCLOSURE STATEMENT

Vendor Name:	Stanley Consultants, Inc.		
Address:	8501 W. Higgins Road, Suite 730, Chicago, IL 60631		
Contact Person:	Douglas K. Cowin	Contact Phone #:	773.714.2048
Bid/RFP/SOI/Contract/Renewal:	Renewal		

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, or officers of the vendor's company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, officer, manager, lobbyist, agent, consultant, counsel, subcontractor or corporate entity under the control of the vendor to any county board member, county board chair, or countywide elected official as well as contributions to any political action committees within the last five years.

### FAMILIAL RELATIONSHIPS

List below the names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor's company have a familial relationship and the nature of the relationship. Please attach additional pages as necessary.

Name and Department/Agency of Lake County Employee/Public Official	Familial Relationship
None.	

### CAMPAIGN CONTRIBUTIONS

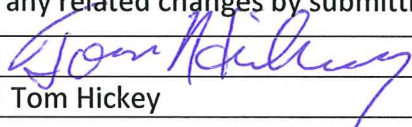
List below the campaign contributions that have been made within the last five years. Please attach additional pages as necessary.

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None.				

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at [www.lakecountyil.gov](http://www.lakecountyil.gov).

The full text of the County's Ethics and Procurement policies and ordinances are available at [www.lakecountyil.gov](http://www.lakecountyil.gov).

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	Vice President
Printed Name:	Tom Hickey	Date:	02/21/2019