

CONTRACTUAL SERVICES AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
BAXTER & WOODMAN, INC.
for
DCEO ROUND 3 ENGINEERING AND DESIGN SERVICES
KINGS ISLAND FLOOD MITIGATION PROJECT
FOX LAKE, ILLINOIS

THIS is an AGREEMENT for contractual services, effective this 1st day of January 2025, by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 West Winchester Road, Libertyville, Illinois 60048 (hereinafter called SMC) and BAXTER & WOODMAN, INC., 8430 W. Bryn Mawr Ave., Suite 400 Chicago, IL 60056 (hereinafter called CONSULTANT).

PURPOSE

The SMC wishes to engage CONSULTANT to complete survey and field investigative services, Preliminary Engineering (60%) and Cost Estimate Documents for Kings Island Mitigation Project for a stormwater improvement project in Fox Lake, Illinois. ATTACHMENT A is a map showing the project area. Work performed under this contract will provide design plans and construction documents suitable for future permitting and bidding of this project. Work will also identify easement needs for Village coordination.

SERVICES

CONSULTANT agrees to perform the SCOPE OF SERVICES for Preliminary Engineering set forth in ATTACHMENT B to accomplish the SMC's objectives for this project.

COMPENSATION

1. CONSULTANT agrees to perform the SCOPE OF SERVICES and furnish the items included therein, for a fee not to exceed \$175,000.00.
2. SMC agrees to pay the CONSULTANT on a monthly basis with a total project cost not to exceed \$175,000.00, using the compensation schedule identified in ATTACHMENT C.
3. CONSULTANT shall furnish SMC with an itemized invoice on a monthly basis. Invoices shall show the actual staff hours and actual travel and other expenses that have occurred. The SMC shall pay invoices in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).
 - a. Invoices will be submitted to StormwaterAP@lakecountyil.gov.
 - b. Invoices need to identify CONSULTANT staff, staff rate, hours per task, and scope of services task(s) identified in ATTACHMENT B. Invoices need to identify subconsultant WBE/MBE utilization.
 - c. Invoices need to identify SMC Project Manager and SMC Project.

TERMS AND CONDITIONS

4. The Agreement for Professional Engineering Services shall be effective through August 30, 2025.
5. This Agreement shall constitute the entire agreement between the Parties and shall include the following documents, in order of precedence:
 - a. This Agreement,

b. The Proposal dated January 3, 2025, Re: Lake County Stormwater Management Commission – DCEO Round 3 Engineering and Design Services – Kings Island Mitigation Project (ATTACHMENT B),

c. The CONSULTANT’S 2025 hourly rate pricing sheet (ATTACHMENT C), and

The Parties agree that this Agreement represents and incorporates the entire understanding, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter or description whatsoever, made by either party except as expressly set forth herein.

6. This Agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph 8. The CONSULTANT shall not reject any reasonable change proposed in the best interest of the project by SMC. This Agreement supersedes any and all other Agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
7. CONSULTANT will maintain INSURANCE coverage as required by Lake County Purchasing for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability identified in ATTACHMENT D. Certificates evidencing such coverage must be provided to SMC prior to undertaking any assigned work. Include project name and additional insured to the COI section: DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. Additional insured to include Lake County Stormwater Management Commission and Village of Fox Lake. Inclusion of Private Property owners will be determined based on design direction and access easements. Certificates of insurance will be submitted to StormwaterAP@lakecountyiil.gov.
8. The SMC may make, by written Order and agreed to by the CONSULTANT, changes in the scope of the work assignment if such changes are within the general scope of the Agreement. If such changes cause an increase or decrease in CONSULTANT cost or the time required to complete the project, the parties hereto shall agree to an adjustment in the Agreement Amount, prior to issuance of the Change Order. Adjustment of the Agreement Amount shall be based on the change in CONSULTANT expense. CONSULTANT shall not be compensated for additional services rendered without an approved Change Order.
9. The SMC or CONSULTANT may at any time terminate this Agreement in whole or in part by written or verbal notice confirmed in writing. Upon notice of termination, the SMC will assume responsibility for services rendered to the point of termination. SMC will pay to the CONSULTANT any costs incurred prior to notification and any reimbursable expenses and reasonable costs relating to the termination. All services, property, publications, or materials provided during or resulting from the Agreement shall be the property of the SMC.
10. Consultant shall act as an independent contractor and shall perform the services provided for in this Agreement in accordance with the generally accepted standard of care of the CONSULTANT'S profession.
11. CONSULTANT agrees to fully indemnify and hold SMC and the Village of Fox Lake, their employees, and agents harmless of, from, and against any and all claims, costs, expenses (including attorney's fees), judgments, penalties, liabilities or losses which may be sustained by or secured against SMC or the Village of Fox Lake, their employees, and agents, arising from the negligent acts, errors or omissions of the CONSULTANT, its employees, and agents arising out of or connected with the performance of this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and are binding on CONSULTANT and SMC.
13. This Agreement shall be governed by and construed according to the laws of the State of Illinois and under the jurisdiction of the 19th Judicial Circuit Court, Lake County, Illinois.

SCHEDULE AND DELIVERABLES

14. SMC will issue a Notice of Award letter to CONSULTANT with this contract.
15. The project shall proceed as follows upon receipt of the SMC Notice to Proceed letter:

- a. CONSULTANT shall submit a draft of the 60% design documents and cost estimate for review by SMC by June 30, 2025.
- b. CONSULTANT shall submit the 60% design documents and cost estimate to SMC by August 30, 2025.

NOTICES AND COMMUNICATION

All notices and communications given to either party by the other relative to this agreement shall be addressed to the respective parties as follows:

To the SMC: Lake County Stormwater Management Commission
 500 West Winchester Road, Suite 200
 Libertyville, IL 60048
 ATTN: Ernesto Huaracha, ehuaracha@lakecountyil.gov

To CONSULTANT: Baxter & Woodman, Inc.
 8678 Ridgefield Road,
 Crystal Lake, Illinois 60012
 ATTN: Matthew J. Moffitt, mmoffitt@baxterwoodman.com

APPROVALS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

**LAKE COUNTY STORMWATER
 MANAGEMENT COMMISSION:**

BAXTER & WOODMAN, INC.:

 Kurt Woolford, Executive Director

 Matthew J. Moffitt, Project Manager

Date: _____

Date: _____

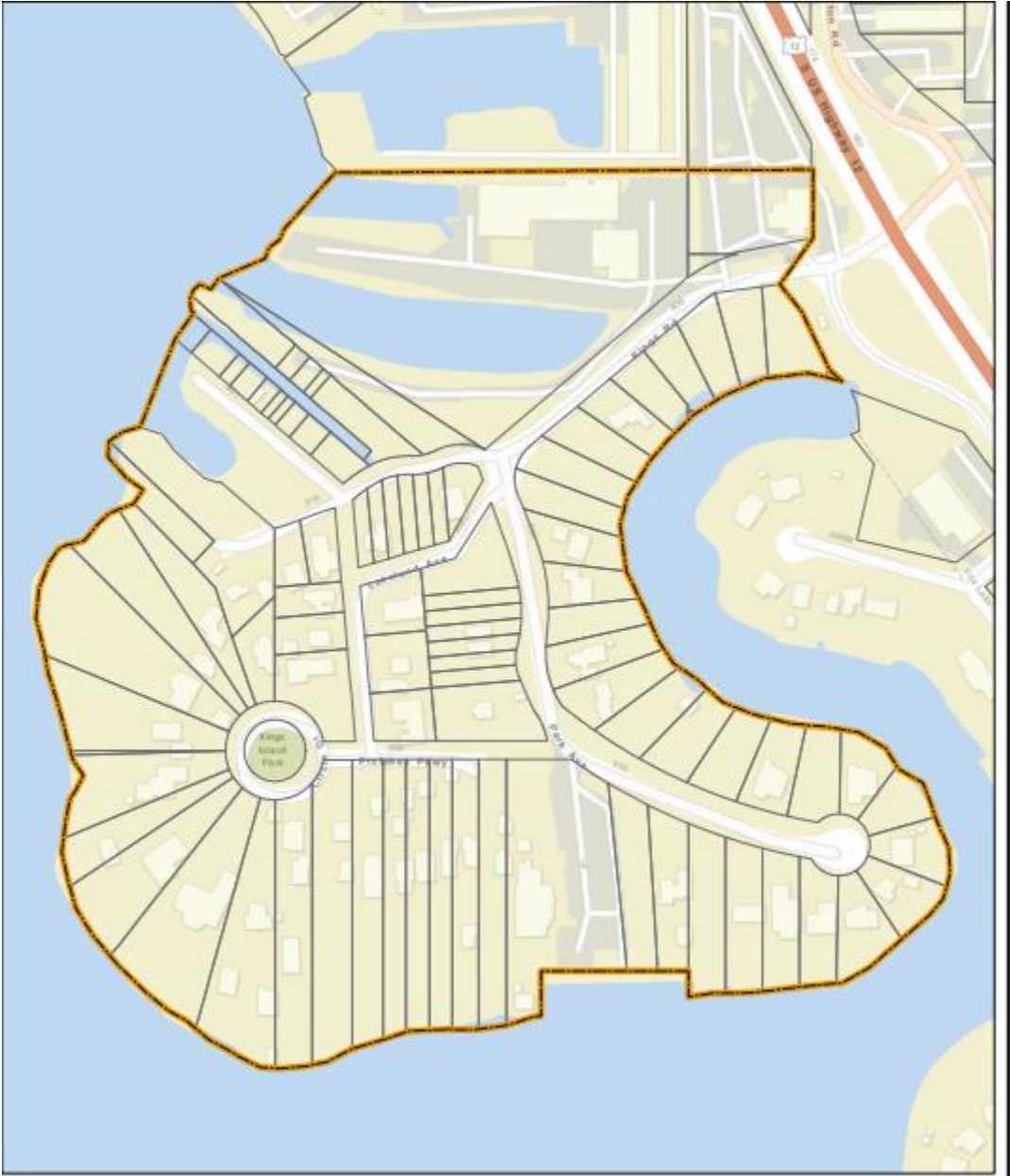
ATTEST:

ATTEST:

Date: _____

Date: _____

ATTACHMENT A: PROJECT AREA



ATTACHMENT B: SCOPE OF SERVICES

**Per January 3, 2025, Re: Lake County Stormwater Management Commission – DCEO Round 3
Engineering and Design Services – Kings Island Mitigation Project**

January 3, 2025

Mr. Ernesto Huaracha
Water Resource Professional
Lake County Stormwater Management Commission
500 Winchester Road, Suite 201
Libertyville, IL 60048

Subject: *Lake County Stormwater Management Commission – DCEO Round 3 Engineering and Design Services – Kings Island Mitigation Project*

Dear Mr. Huaracha:

Baxter & Woodman, Inc. is pleased to submit the following proposal. This proposal outlines our scope of services and engineering fee. The intent of this project is to provide Preliminary (60%) Plans and Engineer's Opinion of Probable Costs to better understand the full scope and cost of the project, the required ROW and Easement needs, and the Permitting. The Project generally consists of reconstruction and raising King Road from Frontage Road (outside of Rte 12 ROW) to Park Avenue, and then along Park Avenue to the cul-de-sac. Preliminary design and plans will include identification of utility conflicts, ROW adjustment needs, private property easements (grading, driveway reconstruction, and drainage), preliminary drainage design, and compensatory storage requirements.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.
- C. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2. PROJECT MEETINGS

- A. The following meetings may be anticipated for this project:
 1. Meetings with OWNER (4 total)
 2. Regulatory Agencies (2 total)
 3. Public Agency Meetings (4 total)

- 1.3. PUBLIC INVOLVEMENT – Prepare advertisement, exhibits, handouts, and attend up to two Public Meetings to present the Design. Prepare meeting minutes to document public comments. Prepare mailings to property owners identified with land acquisition.
- 1.4. COLLECT EXISTING DATA – Obtain, review, and evaluate the following information provided by the OWNER for use in design
 - A. Phase I Documentation and Project Development Report
 - B. Utility Atlases
 - C. Existing Roadway and Structure Plans with Inspection Reports
 - D. GIS Shape files surrounding the project limits
 - E. Aerial Photography
 - F. Environmental Studies
 - G. Maintenance and flooding records
 - H. Drainage Studies
 - I. Hydraulic and Hydrologic information and calculations
 - J. Geotechnical Data
 - K. Right-of-Way, GIS, and property data
 - L. Create lists of missing or conflicting data
- 1.5. TOPOGRAPHIC SURVEY
 - A. Perform topographic survey of the Project limits of natural and man-made features to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
 - B. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.
 - C. Tree Survey: Conduct a survey of trees exceeding a four-inch diameter within the area of impact that includes size, species, and condition. The tree survey will extend 20 feet outside of the proposed right-of-way where practical. Provide a summary of findings and anticipated replacement values.
 - D. Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way. Conduct research at the County Recorder to obtain recorded documents for determining the limits of existing right of way and easements.
- 1.6. SITE VISITS FOR DESIGNERS
 - A. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings, and identify the horizontal and vertical alignment of the storm sewer pipe.
 - B. Collect and record field data for structural, roadway, drainage, utility, and pavement analysis for use in design. Observe and photograph the project area and immediate surroundings.

1.7. GEOTECHNICAL INVESTIGATION

- A. Take pavement cores of the surface and base material for determining the composition of the existing pavement material within the project limits. Collect 15-foot pavement borings at 300-foot spacing on alternating sides of the pavement centerline and obtain topsoil thicknesses at select locations. Geotechnical sub-consultant will provide analysis and recommendations, including subgrade improvements, in a soils report in accordance with DOT guidelines. Baxter & Woodman will provide a boring and core location map prior to this work. (Six cores and six borings estimated).

- 1.8. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) – Based on the findings of the Environmental Screening and PESA, utilize soil borings for testing the potential classification of CCDD. Facilitate completion of IEPA Form 63 (or 663, if necessary) to assist with estimating disposal costs, if needed.

1.9. WETLAND DELINEATION

- A. Identify Wetlands according to the multi-parameter approach as detailed in the Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest. This task includes the collection of background data such as National Wetlands Inventory and Wetland Inventory maps, soil survey, topographic maps, and available aerial photographs, to investigate the potential for the existence of wetlands on site. Wetland boundaries are flagged approximately every 50 feet. Flags are recorded with a Trimble R1 GNSS receiver (+/- one foot, which is industry standard); and data points are uploaded into GIS.
- B. Prepare a Wetland Delineation Report and Exhibits that summarize the methodology used, site description, and results of survey.

2. PRELIMINARY DESIGN (60%)

2.1. PREFERRED ALTERNATIVE GEOMETRIC DESIGN

- A. Develop the preferred improvement corridor design model, plan, profile, and cross sections throughout the project.
- B. Include development of the following items in the preferred improvement:
 - 1. Maintenance of Traffic
 - 2. Driveways and adjacent intersections
 - 3. Drainage facilities
- C. Determine the preferred improvement right-of-way (ROW) requirements and need for acquisition.
- D. Recommend and identify necessary temporary construction easements, permanent easements, or right-of-way acquisition to complete the proposed improvements.

- 2.2. PRELIMINARY PLAN AND PROFILE
 - A. Prepare plan and profile sheets for the horizontal and vertical alignment of the preferred alternative at 1" = 50' scale.
 - B. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions.
 - C. Plan and profile sheets will include improvement limits, stations and offset callouts, define paving limits, label construction limit locations and right of way breaks, utility adjustments, guardrail locations, and wetland locations and impacts.
- 2.3. PAVEMENT DESIGN – Design the proposed pavement and base course material and thicknesses, and subgrade treatments (if applicable) in accordance with recommendations from the soils report and IDOT Bureau of Local Roads.
- 2.4. TYPICAL SECTIONS – Prepare typical sections for the existing and proposed improvements, showing dimensions and descriptions for roadway surfaces, bases, subbases, subgrade treatments, gutters, curb and gutters, medians, sidewalks, bike paths, ditches, backslopes, and right of way.
- 2.5. DRAINAGE DESIGN – Design the stormwater conveyance from the pavement to the nearest appropriate outfall. This may include inlets and storm sewer networks, roadside ditches, and conveyance through proposed easements.
- 2.6. PRELIMINARY CROSS SECTION DESIGN – Design roadway cross sections at 50-foot intervals and all cross streets, driveways, and cross-road culverts.
- 2.7. COMPENSATORY STORAGE
 - A. Prepare a preliminary grading plan (if needed) showing compensatory storage for work within regulatory wetland and floodplain areas.
- 2.8. PRELIMINARY DESIGN DOCUMENTS/PROCESS DESIGN CONSIDERATIONS
 - A. Develop base sheets of natural and man-made features from topographic survey data.
 - B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.
 - C. Prepare preliminary plan sheets (60%) that indicate the proposed layout of design elements.
 - D. Create lists of deficient items for clarification at future site visits.
- 2.9. PERMIT IDENTIFICATION
 - A. Determine required permits for construction of intended design. Pre-application meetings may be required to confirm the need or lack of need for various permits.

- 2.10. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST – Prepare Opinion of Probable Costs (OPC) for the Project including construction cost, contingencies, and construction engineering services.
- 2.11. PEER AND CONSTRUCTABILITY REVIEWS
 - A. Conduct engineering QA/QC peer reviews of drawings and specifications.
 - B. Conduct constructability review of drawings and specifications.
 - C. Make revisions to Drawings and Specifications based on comments from both engineering and construction reviews.
- 2.12. DELIVERABLES
 - A. Preliminary Engineer's Opinion of Probable Costs
 - B. Digital copy of plan sheets and EOPC

Fee

The Engineer's fee for the stated scope of services is based upon the 2025 Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel and consultant fees, the total of which will not exceed **\$175,000**. The Engineer may adjust the hourly billing rates and out-of-pocket expenses on or about January 1 of each subsequent year and Agreement will be amended accordingly prior to the continuation of services.

This proposal is valid for 90 days from the date issued.

Schedule

Work will begin within one week of Notice to Proceed. Project Milestones will be determined at the Kickoff Meeting.

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

ATTACHMENT C: COMPENSATION SCHEDULE

ATTACHMENT C

BAXTER & WOODMAN, INC. 2025 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$275
Vice President	\$260
Engineer VII	\$252
Engineer VI	\$242
Engineer V	\$220
Engineer IV	\$205
Engineer III	\$180
Engineer II	\$160
Engineer I	\$138
Engineering Intern	\$80
Construction Manager II	\$210
Construction Manager I	\$180
Engineering Tech V	\$185
Engineering Tech IV	\$160
Engineering Tech III	\$145
Engineering Tech II	\$125
Engineering Tech I	\$100
Environmental Scientist V	\$175
Environmental Scientist IV	\$170
Environmental Scientist III	\$155
Environmental Scientist II	\$135
Environmental Scientist I	\$115
Professional Surveyor	\$210
Survey Manager	\$180
Survey Crew Chief	\$150
Surveyor, Project	\$125
Survey Technician II	\$110
Survey Technician I	\$95
Spatial Technology Professional V	\$200
Spatial Technology Professional IV	\$195
Spatial Technology Professional III	\$175
Spatial Technology Professional II	\$145
Spatial Technology Professional I	\$130
Production Manager	\$185
CADD Tech III	\$155
CADD Tech II	\$135
CADD Tech I	\$100
Urban Planner V	\$185
Urban Planner IV	\$165
Urban Planner III	\$145
Urban Planner II	\$125
Urban Planner I	\$100
Administrative Support I to V	\$100
Marketing Professional I to IV	\$150
Communication Specialist I to IV	\$150
Accounting Professional I to IV	\$120
IT Professional I to III	\$185
Data Analyst I to III	\$150

- Hourly rates for inspection services do not include any overtime.
- Hourly Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week during regularly scheduled work hours.
- The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.
- Consulting fees for legal services will vary and subject to change based on services required.

R:\Corp Operations\Agreements\ESASStandard_Rates\Rates\RateSheets_2025_Master.xlsx, Midwest Billing 2025
Revised 2025



ATTACHMENT D: Insurance Lake County Purchasing Requirement

Professional Services

All Contracts may be subjected to change

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability (if applicable)

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
 - b) Disease-Policy Limit \$1,000,000
 - c) Disease-Each Employee \$1,000,000
-

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions (if applicable)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

~~Professional Liability – Cyber Liability (if applicable)~~

~~Cyber Liability Insurance for property damage to electronic information and/or data, first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:~~

~~\$ 1,000,000 per occurrence limit~~

~~Technology Errors and Omissions (if applicable)~~

~~The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:~~

~~\$ 1,000,000 per occurrence limit~~

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract 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. No manuscript endorsements will be accepted. ~~Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:~~

~~Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60095
Attn: Ruth Anne Hall, Lake County Purchasing Agent~~

See paragraph 7
above.

- e) ~~Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.~~

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

Vehicles

All Contracts may be subjected to change

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

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With limits of liability not less than:

\$ 1,000,000 Each Occurrence

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\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

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Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
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Such Insurance shall contain a waiver of subrogation in favor of Lake County.

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- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract 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. No manuscript endorsements will be accepted. ~~Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:~~

See paragraph 7
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Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent

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