

**LAKE COUNTY AGREEMENT #24226  
REPAIR SERVICES OF THE SEWER VACUUM TRUCK**



This Agreement for repair services of the sewer vacuum truck (“**Agreement**”) is between the County of Lake (“**County**”) and Standard Equipment Company (“**Contractor**”), whose principal business address is 625 S IL-83, Elmhurst, IL 60126.

**1. AGREEMENT DOCUMENTS**

To memorialize the terms and conditions under which Contractor will perform the Services, the parties have drafted this Agreement.

**2. SCOPE OF WORK**

The Contractor shall be responsible for repairs to hydraulics, electrical, blower motors, water pumps/motors, diagnostic, installation and testing services. Services shall include all labor, replacement parts, all portal-to-portal transportation charges, and all other charges of every kind and nature.

Contractor or their sub-contractor must provide factory-trained certified technicians. Additionally, contractor must provide documentation from the manufacturer verifying that their technicians are factory-trained and certified to work on Sewer Vacuum Trucks, to repair and/or replace mechanical, hydraulics, water pumps/motors, electrical and electronic components.

In the event that repairs will be performed by a subcontractor(s), Lake County shall consider the subcontractor’s experience, manufacturer certifications, and proximity in determining their qualifications.

**3. REQUIRED SERVICES**

Hourly labor rates shall include all costs overhead, profit, insurance, Workman’s Compensation, unemployment insurance, social security, travel, mileage, tolls, etc. for pump repairs and all other charges of every kind and nature.

After inspection, Contractor shall submit a written proposal with repair recommendation to the Fleet and Facilities Manager at Lake County Division of Transportation, 600 West Winchester Road, Libertyville, IL 60048-1329 (telephone: 847-377-7407). Written proposals are required and shall include a full breakdown of parts price, number of hours required for repair, and hourly labor rate.

**NOTE:** Under no circumstances are repairs, replacement of parts, or any general maintenance functions to be performed without approval from the Fleet and Facilities Manager. All repairs shall be scheduled during normal hours of work. If overtime hours are required for emergency repairs, prior approval must be obtained from the Fleet and Facilities Manager.

Lake County is not responsible for any unauthorized repairs or maintenance work performed by the Contractor. Lake County reserves the right to purchase repair parts or services under separate contracts, if it is deemed to be in the best interest of the County.

Upon completion of maintenance and repair service, the Contractor shall submit a written report to Lake County Division of Transportation (Attention: Fleet and Facilities Manager), Lake County Division of Transportation, 600 West Winchester Road, Libertyville, IL 60048-1329 indicating work performed, any problems found, or any additional work that is required to keep the truck in operation. All work performed shall be entered on a report sheet and submitted upon completion of the job. The Contractor will provide a proposal for any additional work recommended.

**4. PRICING**

<b>ROUTINE REPAIR SERVICE – HOURLY BILLING RATE</b> Hourly rates for repair services to include the following: Sewer Vacuum Truck– Diagnostics, hydraulic, electrical, blower motors, water pumps/motors		
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Labor Charges per service person - Normal business hours (6:30 a.m. to 3:00 p.m.)	Price Per Hour	\$199.00
Road Call Labor Charges per service person - Normal business hours (6:30 a.m. to 3:00 p.m.)	Price Per Hour	\$218.00
<b>EMERGENCY REPAIR SERVICE – HOURLY BILLING RATES</b>		
The following labor rates for emergency service requests for repair work which will be ordered as needed, and for repair of equipment determined to need repair at the time of truck inspection		
Labor Charges per service person – Overtime Work, performed outside normal business hours	Price Per Hour	\$199.00 No cost difference for OT
Labor Charges per service person – Holidays, performed on nationally, recognized holidays	Price Per Hour	N/A
Percentage discount for repair parts	Percentage Discount	5%

**5. PRICE ESCALATOR**

Prices throughout the initial term of the contract shall remain firm/fixed. Written requests for price revisions after the initial term and subsequent renewals shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in Contractor cost or the percentage increase in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price increase. The County reserves the right to reject any price increase and to terminate the contract.

**6. SERVICE SCHEDULE**

Repair work, if necessary, is to be completed per the following schedule: no more than ten (10) business days.

Emergency Response Time: Should the Division of Transportation request immediate service due to a critical malfunction or failure, Contractor shall be required to provide service within three (3) business days, if better response timing becomes available, the County will be notified.

The allotted time includes the removal, reinstallation, and testing. If there is an issue getting parts or replacement equipment, a notification of the delivery date is required and then an adjustment of the schedule would be made at that time.

**7. MAINTENANCE AND REPAIR SERVICE REPORTS**

**Reporting/Documentation:** In addition to the general reporting requirements described above, the Contractor will be required to provide Lake County Division of Transportation with the following documentation:

- Detailed repair order

This information is to be provided after every repair.

Failure to submit the required reports may be cause for disqualification of the Contractor for future contracts.

**8. EFFECTIVE DATE; TERM**

This Agreement shall be effective on January 1, 2024 shall be in effect for a one-year period with the option to renew for four additional one-year periods. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. In the event Lake County exercises its right to institute the 60-day extension, prorated rebate calculations shall be applied. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

**9. INVOICES & PAYMENT**

- A. At the start of this Agreement, the County will issue a purchase order for the work and Contractor shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Contractor shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Contractor shall permit a representative from Lake County to inspect and audit all of Contractor's data and records for the work and services provided under this Agreement. Contractor shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
- D. Lake County's fiscal year ends on November 30. Invoices for services the Contractor has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Contractor must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Contractor to invoice the County in the timeframes noted in this section shall constitute the Contractor's waiver of the Contractor's right to payment.

**10. INDEMNIFICATION**

Contractor agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Contractors (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Contractor promptly of any such claim, suit, or proceeding, and will assist Contractor, at Contractor's expense, in defending any such claim, suit, or proceeding.

**11. INSURANCE**

All Contracts may be subject 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- VIII 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:

Commercial General Liability Insurance (Required)

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 – up to 2 years after each project completion
- 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

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

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

The Contractor's Architect/ Engineer/Contractors 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.

#### 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 60085  
Attn: RuthAnne Hall, Lake County Purchasing Agent

e) Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto: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.

## **12. DISPUTE RESOLUTION**

All issues, claims, or disputes that the Contractor raises or makes related to this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

## **13. NO IMPLIED WAIVERS**

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

## **14. SEVERABILITY**

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

## **15. 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 of Lake County, Illinois.

## **16. NOTICES AND COMMUNICATIONS**

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

TBD

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

## **17. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Contractor may assign, delegate, or subcontract the work under this Agreement, Contractor shall remain contractually liable to Lake County unless otherwise agreed in writing.

## **18. TERMINATION**

Lake County reserves the right to terminate this Agreement as set forth below.

### **a. Termination for Convenience:**

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Contractor shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

### **b. Termination Due to Material Breach:**

In the event that this Agreement is terminated due to the Contractor's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Contractor with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

### **c. Termination Due to Lack of Appropriations:**

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Contractor at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Contractor to contractual damages of any kind.

### **d. Termination Due to Force Majeure Events:**

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

## **19. CONFIDENTIALITY**

Both parties acknowledge that Contractor's documents and dealings related to this Agreement are 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.). Contractor agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

## **20. PRESS/NEWS RELEASES**

Contractor may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Contractor shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

**21. DEBARMENT AND SUSPENSION**

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The Contractor certifies to the best of his or her knowledge and belief that the Contractor:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Contractor agrees that, during the term of this Agreement, Contractor shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Contractor has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Contractor's responsibilities under this Agreement, then the County may terminate this contract.

**22. NON-DISCRIMINATION**

During the term of this agreement, Contractor agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

Signed:

COUNTY OF LAKE

Standard Equipment Company

By: \_\_\_\_\_  
Its Purchasing Agent

By:  \_\_\_\_\_  
Brandon Shelton – Vice President

Date: \_\_\_\_\_

Date: 1/3/2024