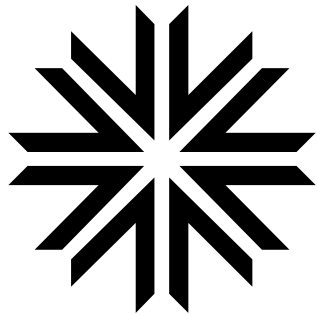


**REQUEST FOR QUOTE # 19016**

**DOCUMENTS AND SCOPE OF WORK**

**Executive Recruitment Search  
County Administrator**



**LakeCounty**

LAKE COUNTY ADMINISTRATOR'S OFFICE  
18 NORTH COUNTY STREET, NINTH FLOOR  
WAUKEGAN, ILLINOIS 60085-4350  
(847) 377-2929

**SUBMIT YOUR RFQ RESPONSE BY January 24, 2019 BY 2:00  
P.M. LOCAL TIME, VIA EMAIL TO [SAugust@lakecountyil.gov](mailto:SAugust@lakecountyil.gov)**

**Lake County, Illinois**  
**RFQ #19016**

Lake County, Illinois is seeking proposals from qualified consultants for County Administrator Recruitment Services. The County seeks to procure the services of an Executive Search Firm capable of conducting a search for qualified candidates to serve as the County Administrator in Lake County, Illinois.

**GENERAL REQUIREMENTS:** Proposers are to submit via email proposals, to be opened and evaluated in private. Submit, one (1) electronic unprotected copy and one (1) redacted copy to comply with the Illinois Freedom of Information Act.

**SUBMISSION DUE DATE:** **January 24, 2019, 2:00 p.m. Local time**  
Proposals received after the time specified will not be opened.

**CONTENTS:** The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- \*Cover Sheets
- \*Section I Introduction
- \*Section II Scope of Work
- \*Section III Submittal Instructions
- \*Price Sheet
- \*General Information Sheet
- \*References
- \*Sample Professional Services Contract
- \*Vendor Disclosure Statement

**If a Proposal includes any exceptions, Proposers must insert an "X" in the following box indicating a RFQ submission with exceptions.**

**NOTE TO PROPOSERS:** Any and all exceptions to these specifications MUST be clearly and completely indicated in the Contractor's response to the RFQ. Failure to do so may lead the County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

**RESERVED RIGHTS:**

The selected vendor and Lake County may negotiate such other and further terms and conditions to this RFQ as individual projects may require. To be effective, other terms shall be reduced to writing and signed by a duly authorized representative of both the successful vendor and Lake County. Lake County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the selected vendor, Lake County has thirty (30) days to accept. The County may seek clarification from a vendor at any time. Proposer's failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

Lake County reserves the right to reject any or all offers, in whole or in part, received in response to this RFQ at any time prior to the execution of a written contract. Issuance of this RFQ in no way constitutes a commitment by Lake County to award a contract. This statement of work is designed to provide vendors with the information necessary to prepare a competitive proposal. Vendors should indicate interest, ability and hourly rate by skill set to contract for work requirement estimates, and additional related services as part of their proposal. Lake County reserves the right to move selected work estimates for better alignment.

## **SECTION I. INTRODUCTION**

Lake County, Illinois is seeking proposals from qualified consultants for County Administrator Recruitment Services. The County seeks to procure the services of an Executive Search Firm capable of conducting a search for qualified candidates to serve as the County Administrator in Lake County, Illinois.

Located midway between Chicago and Milwaukee, Lake County, Illinois is known for its progressive government, favorable business climate, Lake Michigan shoreline, and an abundance of natural lakes and beaches. With an area of 443 square miles, Lake County is the third-most populous county in Illinois, with an estimated population of 703,520. It is home to over 50 municipalities, including the County seat, Waukegan, and the North Shore communities of Lake Forest, Lake Bluff, and Highland Park.

Major transportation routes serving Lake County include Interstate Highways 41 and 94, U. S. Highways 12, 14, 41, and 45, and over ten state highways. Lake County has easy access to Chicago via four Metra commuter rail lines that serve 32 stations. The County is located less than 15 miles north from O'Hare International Airport and 40 miles south from General Mitchell International.

Lake County has a strong local economy with over 30,000 businesses and 11 Fortune 500 companies. Biotechnology/pharmaceutical companies, professional services/technology companies and health care services are especially prevalent throughout the County. The Naval Station Great Lakes, which serves as the United States Navy's Headquarters Command for training, is also located in Lake County.

Lake County has numerous higher education and advanced professional development opportunities, including the University Center (which partners with 20 institutions), Lake Forest College, Rosalind Franklin University of Medicine and Science, College of Lake County, and Trinity International University.

With easy access to Lake Michigan and the Chain O'Lakes, an interconnected waterway of 15 lakes along its western border, Lake County is a popular recreation destination that attracts hundreds of thousands of boaters and water sports enthusiasts each year. With six state parks and over 31,000 acres of parkland managed by the Lake County Forest Preserve, residents and visitors alike have a wide variety of recreational opportunities available to them. Six Flags Great America and the Great Wolf Lodge are popular family destinations. Cultural institutions include the Genesee Theatre in Waukegan, the Lake Forest Symphony, and the Great Lakes Naval Museum. The Ravinia Festival, held in Highland Park, is the oldest outdoor music festival in the United States.

Lake County, which is governed by a 21-member County Board responsible for making policy and adopting an annual budget, is a professionally-run organization under the leadership of an appointed County Administrator.

Lake County is organized into over 30 departments and agencies – of which 8 are led by separately elected officials - that provide a full range of services including Public Works, Law Enforcement and Criminal Justice, Transportation, Planning and Development and other traditional County functions. The County has 2,672 employees and an annual operating budget of approximately \$433 million budget. Well-regarded for its financial management, Lake County has historically received a AAA credit rating due to its strong economic base and healthy fiscal position.

This Request for Qualifications (RFQ) contains additional information about this project, instructions for the preparation and submittal of a Statement of Qualifications (SOQ) in response to this RFQ, and information about the consultant selection process that will be used for this project.

**PROPOSED TIMELINE**

Release of RFP	January 4, 2019
Deadline for Responses	January 24, 2019 at 2pm Central Time
Review/ Analysis of Proposals & Selection for Interviews	Week of January 28, 2019
Interview and Selection of Executive Recruitment Firm	Week of February 4, 2019
Execution of Contract with Selected Firm	Week of February 11, 2019

**PROPOSED TIMELINE FOR COUNTY ADMINISTRATOR RECRUITMENT PROCESS**

Needs Assessment Completed	By March 8, 2019
Recruitment Profile Development	By March 22, 2019
Recruitment begins	By March 25, 2019
Candidate evaluations completed	By May 13, 2019
Presentation of Candidate Materials to Lake County	By May 13, 2019
Selection of Finalists for On-Site Interviews	By May 20, 2019
On Site Interview Process	June 3-4, 2019
Formal County Board Approval of County Administrator Appointment	June 11, 2019

**SECTION II: SCOPE OF WORK**

Lake County seeks proposals from executive search consultants experienced in recruiting local government executives to assist the County in recruiting highly qualified candidates for Lake County’s next County Administrator.

The Consultant shall work with the County Board Chair, County Board and any Ad Hoc Selection Committee established to assist in the process to actively source, recruit, evaluate suitability of, interview and refer qualified candidates for the position of County Administrator.

The scope of work will include, but not limited to, a process which includes the following:

- Solicit input from the County Board, an Ad Hoc Selection Committee and/ or stakeholders through meetings and/ or interviews to understand the role, responsibilities, qualifications, appropriate experience, competencies and characteristics needed for the position.
- Develop a recruitment strategy, process and timeline (guided by the dates listed herein) for completion of the work.
- Assist in establishing selection criteria for evaluating County Administrator candidates.
- Work with the County Board Chair, County Board and/ or Ad Hoc Selection Committee (as appropriate) to develop descriptive documents for prospective candidates (position profile, background information, marketing materials, etc.) using stakeholder feedback.
- Source a diverse pool of highly qualified prospective candidates through several different channels likely to attract qualified candidates, proactively reaching out to candidates in the marketplace that may not be actively seeking the position, accessing the firm's network of qualified candidates and other best practice recruitment strategies utilized in the industry.
- Assess the qualifications of interested candidates against those required in the position profile and recommend candidates for further consideration.
- Prepare and present a written summary of at least 8 candidates with the most promising qualifications and experience.
- Assist the County in evaluating these candidates and further identifying the top four to six candidates for on-site interviews. Consultant shall provide best practices and legal requirements and instructions applicable through the process.
- Facilitation of on-site interview process.
- Support the Board in engaging in a rigorous interview, reference, background, credit and credential checks on semi-finalists and finalists, review benefits and generally assist in the hiring process in ways and at times requested by the County Board Chair or her designee.
- Provide sufficient notification to all candidates who apply but were not selected for initial interviews and to those interviewed but not offered the position.
- Work with the County Board Chair to coordinate/ negotiate an offer of employment and related details with the final candidate.
- Consultant shall always act in an attentive, ethical and responsible manner so as to represent Lake County with the utmost concern for its interests, goals and image with candidates, other communities, and members of the general public.

### **SECTION III. SUBMITTAL INSTRUCTIONS**

Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFQ. Attention should be given to

accuracy, completeness, relevance and clarity of content. The proposal should be organized into the following major sections:

- A. Executive Summary
- B. Statement of Firm Qualifications
- C. Staff Qualification
- D. Approach
- E. Cost/Fees
- F. Performance Guarantee

Proposals shall include the following elements:

- A. **Executive Summary:** Provide a summary of the firm, its qualifications, proposed approach for the search, and the name(s) of the principal and/ or key personnel who will be assigned to work directly with the County on this search. This summary should be a maximum of two pages in length.
- B. **Statement of Firm Qualifications:** All responses must include a statement of qualifications, experience and description of the Respondent firm and its history. The response should specifically indicate the firm's current and historical expertise in providing executive searches, especially for local governments. Provide specific detail on experience and results with County Administrator/ Manager searches.
- C. **Staff Qualifications:** All responses must include resumes of each individual who will be providing the Executive Search Services, as well as written descriptions of the individual's experience. It is expected that the same key personnel be assigned to this contract for the duration of the search process, through and including the hiring of a County Administrator for Lake County.
- D. **Approach:** Description of the approach and plan for performing services outlined in the Scope of Work identified herein, including:
  - a. Description of how the Proposer will specifically identify and target the needs of the County in the search for a new County Administrator;
  - b. Description of proposed candidate recruitment strategies and implementation plan including but not limited to screening, interviewing and assessment processes;
  - c. Proposed timeline and specific milestones;
  - d. List of recent contracts, including name and contact information, of communities/ organizations for which the firm has provided similar executive search services during the past five (5) years, including any unsuccessful searches;
  - e. Sample Promotional Material, including advertisements, brochures or other recruitment materials used in similar searches or promotional literature about the firm;
  - f. Proposed techniques to identify candidate suitability (such as technical skills, leadership style, organizational culture, and community match).

- E. **Cost/ Fees:** Provide a detailed fee schedule outlining the services as presented in the proposal. If the proposal includes any expenses to be billed separately from professional fees, provide a detailed expense of such expenses.
- F. **Performance Guarantee:** Include appropriate details and conditions of any employment or candidate retention guarantee that is provided by the firm.

In addition to providing the information outlined in the submittal requirements, the proposals will be evaluated on:

Networking Strategies	How networks of professional contacts will be used in the search and recruitment process to attract a broad range of highly qualified candidates.
Experience/ Key Personnel	experience in conducting successful executive searches with counties and other government or non-profit organizations.
Implementation Plan	demonstrated ability (with examples) of successful recruitment strategies, interviewing and selection processes.
Timeline/ Schedule	Clearly delineated timeline with specific milestones.
References	references satisfaction with the Proposer's work and stated that all executive search tasks were completed within the time frame required.
Sample Recruitment Materials	samples of advertisements, brochures and other forms of candidate outreach.
Price/ Fee Schedule	detailed fee schedule and expected expenses.

The Lake County Board Chair and/ or her designees will invite select Proposers to be interviewed who submitted the most advantageous proposals.

**PRICE SHEET**

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The price proposal shall include for pricing for the contract:

The price proposal shall include a total price as a fixed fee for all services delineated in this scope of work. Any hourly rates for services that may not be included shall be provided with the corresponding service and rate. All additional services beyond the initial scope of the project, identified by the vendor as beneficial to the County, shall be delineated separately for the County to consider.

The vendor should consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in this scope of work. (Please attach additional sheets if necessary).

Provide a detailed fee schedule outlining the services as presented in the proposal. If the proposal includes any expenses to be billed separately from professional fees, provide a detailed expense of such expenses.

<b>Executive Recruitment Services for County Administrator</b>	<b>Proposed Hours to Complete</b>	<b>Proposed Price</b>



**GENERAL INFORMATION SHEET**

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**AUTHORIZED NEGOTIATORS:**

Name:	Phone:	Email Address:
Name:	Phone:	Email Address:

In submitting this proposal, it is understood that the Lake County reserves the right to reject any or all Proposals, to accept an alternate Proposal, and to waive any informalities in any Proposal.

**BUSINESS ORGANIZATION:** (check one only)

Sole Proprietor: An individual whose signature is affixed to this proposal.

Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.

Corporation: State of incorporation: \_\_\_\_\_

Non-profit Corporation

501c3-- U.S. Internal Revenue Code

By signing this proposal document, the Proposer hereby certifies that it is not barred from responding on this Contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SUSTAINABILITY STATEMENT INSTRUCTIONS

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Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking Bidders to provide a Statement of Sustainability to ensure our vendors are also incorporating sustainability into their firms' practices.

### INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but may not be limited to, the following categories and examples:

Waste Minimization within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

Energy Efficiency within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

Water Efficiency within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

Staff encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team."

Education of your staff about green practices, education of your business peers about your green accomplishments, education of your community by your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE

# SUSTAINABILITY STATEMENT

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Attach additional sheets if necessary.

## Waste Minimization

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## Energy Efficiency

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## Water Efficiency

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## Staff

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## Education

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# Lake County Disclosure Statement

This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Vendors wishing to contract with Lake County for goods and services shall submit this form in advance of award and disclose any *\*immediate familial relationships* between each owner, principal, or officer of the company and employee(s) of Lake County. This disclosure statement is not required for publicly traded companies and utilities.

**\*Immediate familial relationship means a person who is a spouse, son, daughter, parent-in-law, or parent.**

Entity Completing Form

Address

City, State, Zip

( )

Telephone Number

Indicate if you are exempt

Yes  No \_\_\_\_\_ State Exemption

This form is provided with:

Contract  Statement of Interest  Request for Proposal  Invitation to Bid  Contract Renewal

List below the name(s) of all elected officials or employees of Lake County with whom you or any of your employees have an immediate family relationship. Identify the Department/Agency for which the elected officials/employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee

Department/Agency

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at [lakecountyil.gov](http://lakecountyil.gov).

**I hereby acknowledge that I am an authorized agent of my entity and have read and understood these requirements.**

Authorized Signature

Printed Name

Title

Date

*Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.*

**REFERENCES**

List below other organizations (users of similar size and structure to Lake County preferred) for which these or other similar services have been provided:

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

**S A M P L E**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (“County”) and TBD (“Consultant”), XXX Street CITY, STATE ZIP

**RECITALS**

WHEREAS, Lake County is seeking a Consultant to provide services for Project TBD as noted in the Consultant’s proposal dated XXXX X, (“Services”); and

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

NOW, THEREFORE, Lake County and Consultant agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

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

- A. This Agreement and all exhibits thereto; and,
- B. Consultant’s proposal and all exhibits thereto, including statement of work, dated XXXX X,

**SECTION 2. SCOPE OF WORK**

**TBD**

**SECTION 3. DURATION**

Option 1: This Agreement shall be effective upon execution, and shall be effective until TBD or when the work is complete, whichever comes first.

Option 2: This Agreement shall be effective for the period of TBD through TBD unless terminated sooner as provided in Section 15.

Option 3: This Agreement shall be effective as of the date Lake County gives Consultant notice to proceed, and unless terminated pursuant to Section 15 shall be effective until the date the work is complete.

The work is complete upon a determination of completion by Lake County. 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 Lake County reserves the right to extend the Agreement for an additional period up to sixty (60) days.

#### **SECTION 4. AGREEMENT PRICE**

Option 1: The County will pay Consultant a fee of \$XXXX for deliverables identified in Section 2 of Consultant's proposal dated XXXX X, and will bill the County not more than once per month based upon the actual expense reimbursement.

Option 2: Lake County shall make periodic payments to Consultant based upon actual progress within 30 days after receipt and approval of invoice. Said payments shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by Lake County. (attach schedule)

#### **SECTION 5. INVOICES & PAYMENT**

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

#### **SECTION 6. KEY PERSONNEL**

Key personnel identified for this Agreement:

Primary Contact:

TBD

Secondary Contacts:

TBD

Consultant shall not replace the Key Personnel Primary Contact without the County's prior written consent. In the event that the Key Personnel Primary Contact is reassigned, becomes incapacitated, or ceases to be employed by Consultant and therefore becomes unable to perform the functions or responsibilities assigned to him, Consultant shall (i) within ten (10) business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person and (ii) within thirty (30) calendar days, permanently replace such replaced person with another person qualified to perform the functions of such replaced person as approved by Lake County. Lake County reserves the right with advance notice, and Consultant having the opportunity to remedy, to request the dismissal and removal of Contractor staff from the project for reasonable cause. Any decision to substitute or replace Consultant's sub-contractor for the implementation of proposed solution will need a prior written consent from the County. Consultant is obligated to replace key personnel with another person properly qualified to perform the functions of this project.

Should such personnel changes occur during the course of the initiative, the Consultant should be obligated to handle it in a manner that does not negatively impact the engagement (e.g., timeline, deliverables, etc.).

## **SECTION 7. CHANGE ORDERS**

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the impact of the Change on time for completion of the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Consultant shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

## **SECTION 8. INDEMNIFICATION**

Consultant agrees to indemnify, save harmless, and defend Lake County, its 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 or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Consultant. 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, its agents, servants, or employees or any other person indemnified hereunder.

## **SECTION 9. INSURANCE**

Consultant 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 Consultant arising under



the Illinois Workmen's Compensation Act and Illinois 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 Occurrence Limit	\$ 1,000,000

**Comprehensive General Liability** in a broad form, on an occurrence basis, 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

Consultant 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 Consultant's insurance shall be primary in the event of a claim.
- c) Consultant agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d) Lake County shall be provided with Certificates of Insurance and 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.
- e) Lake County uses *myCOLtracking.com* to electronically monitor compliance with Certificate of Insurance requirements. Consultant should work with their broker to register, access, and upload certificates evidencing the coverage required into *myCOLtracking.com*.
- f) A valid company email to receive login and password to *myCOLtracking.com* should be submitted to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) re: *myCOLtracking.com* registration.
- g) Any hard copies of said Notices and Certificates of Insurance shall be provided to:

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

Failure to Comply: In the event the Consultant 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 Consultant.

**SECTION 10. INDEPENDENT CONTRACTOR**

Consultant 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 Consultant's manner, detail, or means by which Consultant accomplishes tasks under this Agreement.

**SECTION 11. 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 12. 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 13. 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 14. 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 15. NOTICES AND COMMUNICATIONS**

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

TBD

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 16. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, 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.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Consultant, Consultant shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Consultant would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

#### **SECTION 17. TERMINATION**

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

In the event that this Agreement is terminated due to Consultant's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Consultant with any or all losses incurred, including attorney's fees and expenses.

#### **SECTION 18. CONFIDENTIALITY**

Both parties acknowledge that Consultant'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.).

#### **SECTION 19. WORK PRODUCT**

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

#### **SECTION 20. NEWS RELEASES**

Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

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

Lake County:

TBD

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County Administrator  
Lake County

Title

Date \_\_\_\_\_

Date \_\_\_\_\_



