

PROFESSIONAL SERVICES AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
GEWALT HAMILTON ASSOCIATES, INC.
for
GENERAL ENGINEERING SERVICES

This is an Agreement, by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 Winchester Road, Suite 201, Libertyville, Illinois 60048 (hereafter called SMC) and GEWALT HAMILTON ASSOCIATES, INC., 625 FOREST EDGE DRIVE VERNON HILLS, ILLINOIS 60061 (hereinafter called CONSULTANT).

PURPOSE

SMC wishes to engage the CONSULTANT to provide professional engineering services and related technical services for project management, construction monitoring, hydrology and hydraulics analysis, field investigation and conceptual alternatives for SMC priority drainage problem areas, surveying services, capital program assistance, and related tasks.

SERVICES

The CONSULTANT will prepare and submit to the SMC a cost estimate and scope of services for each work assignment. The actual costs charged by the CONSULTANT for the work assignment will be on a time and material basis for the work performed per the CONSULTANT'S current Standard Charges. Mileage costs from the CONSULTANT'S office will be included in the charges to SMC. SMC Executive Director must authorize the cost estimate for each work assignment in writing prior to CONSULTANT undertaking the work or CONSULTANT will not be entitled to payment for the work assignment.

COMPENSATION

1. For an approved cost estimate on a work assignment, the SMC agrees to pay the CONSULTANT on a time and material basis with a **total not to exceed contract value of \$120,000.00**. The fees and costs charged to the SMC for work performed will be in accordance with GEWALT HAMILTON ASSOCIATES, INC., Standard Charges as described in EXHIBIT A.
2. The SMC shall pay invoices in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).
 - a. CONSULTANT shall furnish SMC with an itemized invoice on a monthly basis.
 - b. Invoices need to be submitted per individual work assignment.
 - c. Individual work assignment invoices need to identify scope of services task(s) identified in work assignment, CONSULTANT staff, staff rate per EXHIBIT A, and hours per task. Invoices also need to identify subconsultant WBE/MBE utilization.
 - d. Invoices need to identify SMC Project Manager and SMC Project.
 - e. Invoices will be submitted to StormwaterAP@lakecountyil.gov.

TERMS AND CONDITIONS

3. The Agreement for Professional Engineering Services shall be effective through April 6, 2025.
4. 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.
5. 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.
6. This Agreement shall be governed by and construed according to the laws of the State of Illinois.
7. CONSULTANT will maintain INSURANCE coverage as required by Lake County Purchasing for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with generally accepted legal and business requirements. Certificates evidencing such coverage must be provided to SMC prior to undertaking any assigned work.
 - a. CONSULTANT will provide certificates of insurance per work assignment.
 - b. Certificates of insurance must include project name and additionally insured to the COI section DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES.
 - c. Additionally insured to include Lake County Stormwater Management Commission, and any property entities where work assignment is occurring, including Municipality, Township, or public and or private property owners.
 - d. Certificates of insurance will be submitted to StormwaterAP@lakecountyil.gov.
8. This Agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph 4 above. 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.
9. 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.
10. CONSULTANT agrees to fully indemnify and hold SMC, its 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, its 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.

11. 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.

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**

GEWALT HAMILTON ASSOCIATES, INC.

Kurt Woolford, P.E.
Executive Director

Todd Gordon
Chief Executive Officer

Date: _____

Date: _____

EXHIBIT A:

FEE SCHEDULE FOR CONSULTANTS AND SUPPORT SERVICES

A schedule of the hourly rates currently in effect for employees follows:

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2024

The following rates will remain in effect until December 31, 2024, at which time they are subject to an annual increase:

PRINCIPAL	\$ 264.00	ENGINEER TECHNICIAN V	\$ 200.00
SENIOR PROJECT MANAGER II	\$ 240.00	ENGINEER TECHNICIAN IV	\$ 166.00
SENIOR PROJECT MANAGER I	\$ 220.00	ENGINEER TECHNICIAN III	\$ 150.00
PROJECT MANAGER II	\$ 202.00	ENGINEER TECHNICIAN II	\$ 126.00
PROJECT MANAGER I	\$ 178.00	ENGINEER TECHNICIAN I	\$ 92.00
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ENGINEER VI	\$ 212.00	LANDSCAPE ARCHITECT	\$ 180.00
ENGINEER V	\$ 192.00		
ENGINEER IV	\$ 182.00	DATA MANAGER	\$ 160.00
ENGINEER III	\$ 170.00	DATA TECHNICIAN III	\$ 148.00
ENGINEER II	\$ 152.00	DATA TECHNICIAN II	\$ 132.00
ENGINEER I	\$ 142.00	DATA TECHNICIAN I	\$ 100.00
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LAND SURVEYOR IV	\$ 214.00	CAD MANAGER	\$ 220.00
LAND SURVEYOR III	\$ 176.00	CAD TECHNICIAN III	\$ 154.00
LAND SURVEYOR II	\$ 154.00	CAD TECHNICIAN II	\$ 128.00
LAND SURVEYOR I	\$ 136.00	CAD TECHNICIAN I	\$ 100.00
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GIS TECHNICIAN IV	\$ 186.00	ADMINISTRATIVE II	\$ 114.00
GIS TECHNICIAN III	\$ 160.00	ADMINISTRATIVE I	\$ 92.00
GIS TECHNICIAN II	\$ 130.00		
GIS TECHNICIAN I	\$ 110.00	ACCOUNTING MANAGER	\$ 194.00
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ENVIRONMENTAL CONSULTANT II	\$ 150.00	ACCOUNTING II	\$ 144.00
ENVIRONMENTAL CONSULTANT I	\$ 138.00	ACCOUNTING I	\$ 130.00


Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.



VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:			
Vendor Name:			
Address:			
Primary Contact Name:			
Primary Contact Email Address:			
Primary Contact Phone Number:			
Project Manager Name:			
Project Manager Email Address:			
Project Manager Phone Number:			
# Years in Business:		Number of Employees:	
Annual Sales:	\$	Dunn & Bradstreet #:	
Vendor Certification Statement: Please identify all of the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).			
	Contractor certifies as a Minority – Business Enterprise (MBE)		
	Contractor certifies as a Women Business Enterprise (WBE)		
	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
	Contractor certifies as a Business Enterprise Program (BEP)		
	Contractor certifies as a Small Disadvantaged Businesses (SDB)		
	Contractor certifies as a Veteran-Owned Small Business (VOSB)		
	Local Business		
	None		
Other (Specify)			
Certification Number:			
Certified by (Agency):			

I certify that this information is accurate to the best of my knowledge and that I am authorized to provide this information on behalf of my company.



Signature, Title

Printed Name, Title

Date

Vendor Certification Definitions

- **Minority-owned business (MBE)**

A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- **Woman-owned business (WBE)**

A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- **Veteran-owned Business Enterprise (VBE)**

A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.

 - Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
 - Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.
- **Persons with Disabilities Owned Business Enterprise (PDBE)**

A small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.

 - Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.
- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**

A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.

 - Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
 - Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).
- **BEP – Business Enterprise Program**

Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.
- **Small Disadvantaged Businesses (SDB)**

A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001
- **Veteran-Owned Small Business (VOSB)**

A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.
- **Local business**

Lake County launched a Buy Local. Build Local. Work Local initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law.