

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #1
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
BLECK ENGINEERING COMPANY, 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 BLECK ENGINEERING COMPANY, INC., 1375 N. WESTERN AVE., LAKE FOREST, IL 60045 (hereinafter called CONSULTANT).

PURPOSE

SMC wishes to engage the CONSULTANT to provide professional engineering services and related technical services for project design, plan & specifications, and permit application development and review, surveying services, hydrology and hydraulics analysis, Watershed Development Ordinance (WDO) permit review, Designated Erosion Control Inspector (DECI) services, and National Pollution Discharge Elimination Systems (NPDES) permit related tasks. Additional services may include geotechnical and/or structural engineering services, construction and/or natural areas monitoring and management, and supplemental engineering services, as needed.

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 prior to CONSULTANT undertaking the work.

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 \$689,260.55**. The fees and costs charged to the SMC for work performed will be in accordance with BLECK ENGINEERING COMPANY, 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, 2024.
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**

BLECK ENGINEERING COMPANY, INC.

Kurt Woolford, P.E.
Executive Director

Patrick J. Bleck
President

Date: _____

Date: _____

EXHIBIT A:

FEE SCHEDULE FOR CONSULTANTS AND SUPPORT SERVICES

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

1. ~~Pre-construction Tasks~~**~~Not to Exceed Lump Sum Cost = \$6,875~~****~~(\$5,605 Main Project, \$1,270 Alternate)~~****2. Construction/Contract Management****Not to Exceed Lump Sum Cost = ~~\$266,160 (\$256,160 services)~~**

NTE includes \$7500 Materials Testing and \$2500 Misc. Expenses

~~(\$213,590 Main Project, \$42,570 Alternate)~~

- a. Project Management hours expected: 246 hours
- b. Inspections/Construction oversight hours expected: 1190 hours
- c. NPDES Monitoring (DECI) hours expected: 86 hours
- e. Review contractors Geotechnical and Material Testing hours expected: 42 hours
- e. Coordination with stakeholders/residents/City hours expected: 104 hours
- f. Project Management/Closeout/Grant Documentation hours expected: 104 hours

5/9 Cost Adjustment Due to:

- Longer / deeper section Winnebago/Ivy
- Winter Shut down / Spring Start-up
- NPDES—Longer Duration
- Additional Coordination with Stakeholders
- Additional Weekly Meetings

We maximize our design starting at the beginning of the project in the development of the preliminary engineering within the budget. We spend the time up front and the results provide a high quality final product. We value engineer the project during each phase of the project.

January, 2023
FEE SCHEDULE FOR CONSULTANT AND SUPPORT SERVICES

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

Employee Classification	Hourly Rate
Principal Prof. Engineer	\$230.00
Project Manager PE, CFM	\$175.00 - \$185.00
Professional Land Surveyor	\$145.00
Project Engineer	\$135.00 - \$145.00
Two man Field Crew (Surveyors)	\$190.00
One man field crew – robotic instrument	\$150.00
CADD Specialist	\$110.00 - \$135.00
Inspector / DECI	\$110.00
Administrative Assistant	\$80.00

Reimbursable Expenses

Copies (8 1/2" x 11")	\$0.15/page
Reproducible copies paper, in house	\$1.00/sq. ft.
Plotting, color	\$1.50/ sq. ft.
Reproducible copies (paper) outside services	Cost + 10%
Reproducible copies (mylar) outside services	Cost + 10%
Messenger Service	Cost + 10%
Delivery Service	Cost + 10%
Mileage (field truck)	\$0.55/mile
Outside Professional Services	Cost + 10%

Adjustment of Rates

BLECK reserves the right to increase these rates and expenses annually.