

**FIRST AMENDMENT**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**LAKE COUNTY STORMWATER MANAGEMENT COMMISSION**  
**and**  
**GEOLOGIC ASSOCIATES, INC.**  
**for**  
**CONSULTING SERVICES FOR LAKE MICHIGAN WATERSHED**  
**PCB & MERCURY POLLUTANT SAMPLING PROGRAM**

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 GEOLOGIC ASSOCIATES, INC., 25 NORTH RIVER LANE, #103, GENEVA, IL 60134 (hereinafter called CONSULTANT) to amend the professional services agreement between them which was executed by the Lake County Stormwater Management Commission on September 24, 2024 (the "Agreement"):

**RECITALS**

**WHEREAS**, the original Agreement between the parties provided the payment to CONSULTANT shall not exceed \$85,510.00; however, the costs and requirements for additional sampling at 75 sites in the Lake Michigan Watershed requested of the CONSULTANT will exceed the original cost estimate by approximately \$8,920.00; and,

**WHEREAS**, paragraph 8 of the Agreement permits amendment and modification via the parties' express written consent and the parties desire to express their agreement to increase the Agreement's not-to-exceed value to accommodate the changed cost requirements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that paragraph 1 of the Agreement between them shall be stricken in its entirety and replaced with the following:

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 \$94,430.00**. The fees and costs charged to the SMC for work performed will be in accordance with GEOLOGIC ASSOCIATES, INC. Standard Charges as described in EXHIBIT A. Summary of Work completed to date in EXHIBIT B.

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**

**GEOLOGIC ASSOCIATES, INC.**

\_\_\_\_\_  
Kurt Woolford  
Executive Director

\_\_\_\_\_  
Devin Moose  
Chief Executive Officer

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

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

**EXHIBIT A:**

**FEE SCHEDULE FOR CONSULTANTS AND SUPPORT SERVICES**

For the duration of this project GLA will be utilizing the 2024 Rate Sheet.

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



## 2024 FEE SCHEDULE

### PROFESSIONAL STAFF

Staff Professional I.....	\$130.00/Hour
Staff Professional II.....	145.00/Hour
Staff Professional III.....	159.00/Hour
Project Professional I.....	174.00/Hour
Project Professional II.....	189.00/Hour
Project Professional III.....	204.00/Hour
Senior Professional I.....	212.00/Hour
Senior Professional II.....	226.00/Hour
Senior Professional III.....	241.00/Hour
Principal Professional I.....	255.00/Hour
Principal Professional II.....	273.00/Hour
Principal Professional III.....	291.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum).....	2 x HourlyRate

### FIELD/LABORATORY STAFF

Technician I.....	92.00/Hour
Technician II.....	111.00/Hour
Technician III (or Minimum Prevailing Wage).....	125.00/Hour
Technician IV.....	138.00/Hour
Laboratory Manager.....	166.00/Hour
Principal Technician.....	186.00/Hour
Managing Technician.....	199.00/Hour

### CADD/GIS

CADD/GIS/Database Manager I.....	111.00/Hour
CADD/GIS/Database Manager II.....	130.00/Hour
CADD Designer.....	160.00/Hour
GIS Specialist.....	145.00/Hour

### SUPPORT STAFF

Administrative Assistant I.....	111.00/Hour
Administrative Assistant II.....	125.00/Hour
Administrative Assistant III.....	128.00/Hour
Technical Editor.....	103.00/Hour
Senior Technical Editor.....	145.00/Hour

\*Overtime Premium is 35% of PERSONNEL CHARGE

### EQUIPMENT CHARGES

BAT Permeameter.....	200.00/Day
Compaction Testing Equipment & Supplies.....	50.00/Day
Peel & Shear Strength Apparatus (FML Seams).....	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment.....	1,200/Month
Portable Laboratory (mobilization / demobilization).....	1,500.00
ReMi/Refraction Seismograph.....	600.00/Day
Sealed Single Ring Infiltrometer (SSRI).....	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI).....	Call for Quote
Slope Inclinator.....	250.00/Day
Unmanned Aerial Vehicle (Drone) Reconnaissance.....	250.00/Day



#### **EXPENSES**

Vehicle Use for Field Services .....	17.00/Hour 115/Day or 500.00/Week
Soil Sampling Equipment & Drilling Supplies .....	7.00/Hour
Groundwater Sampling Equipment and Supplies .....	17.00/Hour
Per Diem .....	Lesser of (Cost +8%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.) .....	Cost + 8%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.) .....	Cost + 8%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.) .....	Cost + 8%

#### **PERMITS, FEES AND BONDS**

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

#### **INSURANCE**

~~Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.~~

#### **TERMS**

~~Payment is due upon presentation of invoice and is past due forty five (45) days from invoice date. Past due accounts are subject to a finance charge of one and one half percent (1 1/2%) per month, or the maximum rate allowed by law.~~

#### **PROPOSAL PERIOD**

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

**EXHIBIT B:**  
**SERVICE REQUEST SUMMARY**

TASK	Description	TOTAL HOURS	TOTAL
TASK 3 - IMPLEMENT SAMPLING PROGRAM			
Subtask 3a	GLA Labor Costs – Sediment Sample Collection	70	\$6,650.00
Subtask 3b	GLA Travel &ODCs – Sediment Sample Collection	Per day x7	\$1,155.00
Subtask 3c	Laboratory Fees – Sediment Sample Analysis	15 samples	\$1,115.00
COLUMN SUBTOTAL			\$8,920.00