



STORMWATER MANAGEMENT COMMISSION

February 26, 2019

To: Stormwater Management Commission

From: Kurt Woolford, Chief Engineer
Mike Warner, Executive Director

Re: Bleck Engineering Co. General Engineering Services Agreement:
Request for Additional Funding

ACTION REQUESTED: APPROVAL

Bleck Engineering Co. is currently performing various engineering and related tasks on five projects (see list below) for SMC under our Professional Services Agreement (Agreement) executed on April 26, 2018. The Agreement is for a not-to-exceed amount of \$55,000 (T&M basis) through April 6, 2020. The current projects total \$52,031, leaving a balance of \$2,969.

Staff has identified several additional projects which we would like to engage Bleck's professional services for. The estimated total cost for these projects is \$38,000.

Your approval is requested to increase the not-to-exceed amount in the Agreement to \$93,000 to cover the current and additional project costs. We have been very pleased with Bleck's performance to date on the professional engineering services rendered and have every reason to believe this high level of effort will continue.

Any questions concerning the Professional Services Agreement, or the listed projects may be directed to Kurt Woolford, Chief Engineer, at 847-377-7720 or kwoolford@lakecountyl.gov.

SERVICE TASK	SMC Staff	VALUE	BALANCE
Initial Contract Authorization Value		\$ 55,000.00	\$ 55,000.00
Service Request 1: NPDES Support	EH	\$ 8,750.00	\$ 46,250.00
Service Request 2: WDO Technical Support - ILR10	EH	\$ 2,650.00	\$ 43,600.00
Service Request 3: Buyout Property Survey	SØ	\$ 3,750.00	\$ 39,850.00
Service Request 4: Dady Slough H&H Study	SØ	\$ 36,510.00	\$ 3,340.00
Service Request 5: Grandwood Park	MW	\$ 371.25	\$ 2,968.75

**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, H&H analysis, WDO permit review, DECI services, and NPDES 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 for each work assignment for budgetary purposes. 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. Travel and vehicle costs from the CONSULTANT'S office will be included in the charges to SMC.

COMPENSATION

1. The SMC agrees to pay the CONSULTANT for the work assigned to the CONSULTANT on a time and material basis with a total not to exceed \$93,000.00. 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.).

TERMS AND CONDITIONS

1. The Agreement for Professional Engineering Services shall be effective through April 6, 2020.
2. The SMC may make, by written Order and agreed to by the CONSULTANT, changes in the scope of work if such changes are within the general scope of the Agreement.
3. 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 and 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.

4. This Agreement shall be governed by and construed according to the laws of the State of Illinois.
5. 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.
6. This Agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph 3 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,

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**

Michael D. Warner, P.E.
Executive Director

Date: _____

BLECK ENGINEERING COMPANY, INC.

Patrick J. Bleck
President

Date: _____

EXHIBIT A:**FEE SCHEDULE FOR CONSULTANTS AND SUPPORT SERVICES**

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

Employee Classification	Hourly Rate
Principal Prof. Engineer	\$210.00
Project Manager PE, CFM	\$175.00 - \$165.00
Professional Land Surveyor	\$135.00
Project Engineer	\$135.00 - \$125.00
Land Surveyor, SIT	\$100.00
Two man Field Crew	\$185.00
One man field crew – robotic instrument	\$150.00
CAD Operator	\$135.00 - \$110.00
Construction Engineer	\$100.00
Administrative Assistant	\$75.00
Engineering Intern	\$65.00

Reimbursable Expenses

Copies (8 ½" x 11")	\$0.15/page
Reproducible copies large format paper, b/w	\$1.00/sq. ft.
Reproducible copies large format paper, color	\$1.50/sq. ft.
Large format scanning	\$0.50/sq. ft.
Reproducible copies, outside services	Cost + 10%
Shipping/Messenger Service	Cost + 10%
Mileage	\$0.55/mile
Outside Professional Services	Cost + 10%

Adjustment of Rates

Bleck Engineering reserves the right to increase these rates and expenses annually.