

AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICE AGREEMENT WITH ENGINEERING ENTERPRISES, INC. TO INCLUDE CONSTRUCTION PHASE PROFESSIONAL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$290,952.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, City staff and Engineering Enterprises, Inc. negotiated an amendment to their professional service agreement dated July 8, 2024, via Resolution 2024-076, for design engineering services regarding the Lead Service Line Replacement Program, Year 1, to add construction phase professional engineering services in an amount not to exceed \$290,952 in the same or substantially form as the attached and incorporated Exhibit A (the "Amendment"); and

WHEREAS, the City's corporate authorities find that approving the Amendment is in the City's best interests for the protection of the public health, safety and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are true, correct, adopted and incorporated as Section One to this resolution.

SECTION 2: The City's corporate authorities adopt and approve the Amendment, subject to such changes as the City Manager may negotiate in the City's best interests. The City's corporate authorities further authorize and direct the City Manager to: (1) negotiate and enter into the Amendment; (2) take all necessary acts to effectuate the Amendment.

SECTION 3: This resolution shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that if this resolution is inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 28th day of April 2025 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Larson, Smith, Perkins, Powell, Verbic, Walker, Barnes. Nay: None. Absent: Zasada.



A handwritten signature in black ink, appearing to read "Cohen Barnes", is written over a horizontal line.

COHEN BARNES, Mayor

ATTEST:
A handwritten signature in black ink, appearing to read "Ruth A. Scott", is written over a horizontal line.

Ruth A. Scott, Executive Assistant



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

March 28, 2025

Mr. Andy Raih
Public Works Director
City of DeKalb
1216 Market Street
DeKalb, IL 60115

**Re: Professional Services Agreement
Lead Service Line Replacement Program – Year 1**

Dear Mr. Raih:

Attached you will find Engineering Enterprises, Inc. Professional Services Agreement for the Lead Service Line Replacement Program – Year 1 Construction Engineering. We look forward to working with you and members of your staff on this project. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Stephen T. Dennison, P.E.
Vice President

STD

Enclosures

pc: Justin Netzer – City of DeKalb
KMM, DMT, ARS – EEI (Via E-mail)

**Amendment Agreement for Professional Services
Lead Service Line Replacement Program – Year 1**

THIS AMENDMENT AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

WHEREAS, the City and Engineer hereto have previously entered into an agreement dated July 8, 2024 (the "Original Agreement"), wherein the City engaged the Engineer to furnish certain professional services in connection with the Lead Service Line Replacement Program, Year 1 (hereinafter referred to as the "Original Agreement" and the "Project"); and

WHEREAS, the City has determined that the proposed scope of the PROJECT should be further modified to include Construction Phase Professional Engineering Services; and

WHEREAS, the contract price for the Original Agreement was \$79,836.00; and

WHEREAS, the contract price for Engineering services pursuant to Amendment No. 1 is \$290,952.00.

WHEREAS, the changes contemplated by this Amendment Agreement No. 1 are germane to the Original Agreement as signed; and this Amendment Agreement No. 1 is in the best interests of City and is authorized by law.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants provided for herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated into and made a part of this agreement as if fully recited hereby.
2. Section A of the Original Agreement is hereby further amended by adding the following to the end thereof:

"ENGINEER shall perform the construction engineering services described in "Attachment A-1", entitled "Scope of Services". No Supplemental Services shall be performed by the ENGINEER nor shall the City be responsible for Payment of any Supplemental Services unless and until such Supplemental Services are authorized in advance in writing by the City."

3. Attachment D of the Original Agreement is hereby further amended by adding Attachment B-1 attached hereto. The completion of the contract will parallel the construction contract completion timeframe. If the construction contract timeframe is extended via change order, this contract will automatically extend by the same time.



4. Section C of the Original Agreement is hereby amended by adding the following to the end thereof:

“For services provided pursuant to this Amendment the ENGINEER shall be paid in accordance with the Estimate of Level of Effort and Associated Cost dated March 21, 2025, attached as Attachment C-1 and incorporated herein by this reference, and in accordance with the ENGINEER’S Standard Schedule of Charges dated January 1, 2025, attached hereto as Attachment D-1 for personnel employed on the PROJECT, with the total fees and expenses to be paid to the ENGINEER not to exceed \$290,952.00.”

5. That the Original Agreement is hereby amended by adding the following Section:

“M. IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

The additional contract provisions set forth in Attachment E-1 are hereby incorporated and included in this Agreement by reference and shall apply to both design engineering and construction engineering services. In the event of any conflict between the terms and provisions in Attachment E-1 hereto, and other terms and provisions in this Agreement, the terms and provisions in Attachment E-1 shall supersede and control.”

6. That except as amended in this Amendment Agreement, the Original Agreement shall remain in full force and effect.
7. That in the event of any conflict between the terms of the Original Agreement and the provisions in this Amendment Agreement, the provisions of this Amendment Agreement shall control.

Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A-1: Scope of Services
Attachment B-1: Anticipated Project Schedule
Attachment C-1: Estimated Level of Effort and Associated Cost
Attachment D-1: 2025 Standard Schedule of Charges
Attachment E-1: IEPA Contract Requirements



Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City of DeKalb:

City Administrator and City Clerk
City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this 28th day of April, 2025.

City of DeKalb



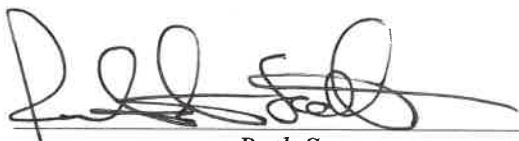
Cohen Barnes
Mayor



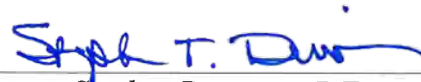
Engineering Enterprises, Inc.:



Brad Sanderson, P.E.
Chief Operating Officer/President



Ruth Scott
Executive Assistant



Stephen Dennison, P.E.
Vice President



Lead Service Line Replacement Program – Year 1
City of DeKalb, IL
Professional Services Agreement - Construction Engineering

Attachment A-1 – Scope of Services

The City of DeKalb has identified approximately 259 lead and galvanized steel water service lines to be replaced (main to meter) using funds from the IEPA Public Water Supply Loan Program (PWSLP). The following list of work items establishes the scope of engineering services for this project.

3.1 Project Management and Administration

- Project Management
- Preparation of On-Line Data Management Tool (Field Maps)
- Prepare for, Attend, and Facilitate the Preconstruction Meeting Including Preparation of Meeting Minutes
- Shop Drawing Review (Material submittals)
- Resident Notifications (1 Total – English Only)
 - Restoration and Flushing Guidelines (Hand-Delivered After Replacement)
- Project Manager Attendance at Field Meetings; Maximum of 14 Meetings Total
- Prepare Pay Estimates (Estimated 14 each); IEPA Disbursement Requests (Estimated 14 each); and Change Orders (Estimated 2 each)
- IEPA Project Closeout

3.2 Construction Observation and Documentation

- Home Assessment with Contractor and City; Includes Photo Management
- Provide Resident Engineering Services for Construction, Including:
 - Quantity Tracking, Documentation, and Daily Field Reports (via E-mail)
- On-Line Data Management Using Field Maps
- On-Site Meetings with the City as Needed
- Punch Walks and Letters (4 each)

EXCLUSIONS

The above scope of services excludes the following:

- Attendance at City Council Meetings
- Construction Layout
- Topographic Survey
- Post Construction Field Survey and/or Record Drawings
- Resident Coordination During Construction (By Contractor)
- Mailing/Postage of Resident Notifications
- GIS Locating of New Corporation Stop and Curb Stop Locations
- Plumbing Inspections (Coordinated by Contractor)
- Temporary Construction Easement (TCE) Agreements – Preparation, Delivery, Tracking, and Coordination (to be performed by the City)
- CCDD Testing and Certification
- Waste Profile Testing

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



ATTACHMENT B-1: ESTIMATED SCHEDULE

CLIENT															PROJECT NUMBER											
City of DeKalb															DK2401											
PROJECT TITLE															DATE						PREPARED BY					
Lead Service Line Replacement Program - Year 1															3/21/25						KMM					
TASK NO.	TASK DESCRIPTION	2025												2026												
		MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC					
CONSTRUCTION ENGINEERING																										
3.1	Project Management and Administration																									
3.2	Construction Observation and Documentation																									

ATTACHMENT C-1: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT		PROJECT NUMBER	
City of DeKalb		DK2401	
PROJECT TITLE		DATE	PREPARED BY
Lead Service Line Replacement Program - Year 1		3/21/25	KMM

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	GIS	ADMIN	HOURS	COST
			E-3	E-1	P-4	T-4	T-3	A-3		
		RATE	\$251	\$218	\$175	\$159	\$146	\$75		
CONSTRUCTION ENGINEERING										
3.1	Project Management and Administration		24	149	224	2	-	4	403	\$ 78,324
3.2	Construction Observation and Documentation		-	-	45	1,247	-	-	1,292	\$ 206,148
Construction Engineering Subtotal:			24	149	269	1,249	-	4	1,695	\$ 284,472
PROJECT TOTAL:			24	149	269	1,249	-	4	1,695	284,472

Notes:

1. See Attachment A for Detailed Scope of Services and Exclusions
2. Geotechnical Scope/Fees Not Included
3. Plumbing Inspections Not Included
4. Hourly Rates Based Upon 2025 SSOC
5. Includes Construction Phase Services for Replacement of Up to 259 Lead Service Lines

DIRECT EXPENSES

Vehicle/Mileage (152 days @ \$40/Day) =	\$ 6,480
DIRECT EXPENSES =	\$ 6,480

LABOR SUMMARY

EEL Labor Expenses =	\$ 284,472
TOTAL LABOR EXPENSES	\$ 284,472

TOTAL COSTS	\$ 290,952
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ENGINEERING ENTERPRISES, INC.

Attachment D-1

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
GIS Technician II	G-2	\$130.00
GIS Technician I	G-1	\$119.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

VEHICLES, DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation	\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone	\$235.00
Expert Testimony	\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)
	\$1.00/Sq. Ft. (Color)
Reimbursable Expenses (Direct Costs)	Cost
Services by Others (Direct Costs)	Cost + 10%

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY

ATTACHMENT E-1
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment F.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".



L17-6266

EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460
**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Stephen Dennison, Vice President

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

3/28/2025

Date

☐ I am unable to certify to the above statements. May explanation is attached.