

RESOLUTION 2020-075

POSTPONED: JULY 13, 2020

AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH DIXON ENGINEERING, INC. FOR COATING INSPECTION AND CONSTRUCTION ENGINEERING FOR PAINTING AND REPAIR TO THE SOUTH WATER TOWER IN AN AMOUNT NOT TO EXCEED \$51,500.

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

WHEREAS, the City operates its public water supply system; and

WHEREAS, City Staff recommends the approval of an engineering services agreement with Dixon Engineering, Inc. (Dixon) for coating inspection and construction engineering for painting and repair to the City's South Water Tower in an amount not to exceed \$51,500 (the "Agreement"); and

WHEREAS, the City's corporate authorities determine that is in the City's best interest to retain Dixon as a consulting engineer to design and observe coating inspection and repair of the City's South Water Tower;

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

SECTION 1: The City's corporate authorities approve the Engineering Services Agreement with Dixon Engineering, Inc. for coating inspection and construction engineering for painting and repair to the South Water Tower in an amount not to exceed \$51,500 in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, and further authorize and direct the Mayor or City Manager to execute the Agreement and for the City Clerk or Executive Assistant to attest the Agreement.

POSTPONED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 13th day of July 2020 by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

Note that this item was postponed to the July 27, 2020 Regular meeting (see attached minutes). The item did not return on that agenda. No further action taken.



DIXON

ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

EXHIBIT K: Agreement Between
Owner and DIXON

AMENDMENT TO OWNER-DIXON AGREEMENT

The Effective Date of this Amendment is: _____

Background Data:

Effective Date of Owner-DIXON Agreement: _____

Owner: City of De Kalb, Illinois

DIXON Engineering, Inc. Greenfield, Wisconsin

Project: 2,000,000 Gallon Hydropillar -South Tank

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

Additional Services to be performed by DIXON

Modifications to services of DIXON

Modifications to responsibilities of Owner

Modifications of payment to DIXON

Modifications to time(s) for rendering services

Description of Modifications:

Project Administration, Preconstruction Meeting, Weld Observation, Wet Interior, Exterior, Dry Interior, Pit Piping Coating Observation, and Cathodic Protection Installation on the 2,000,000 Gallon Hydro-pillar (South Tank)

Agreement Summary:

Original agreement amount: \$4,050

Net change for prior amendments: \$0

This amendment amount: \$51,500

Adjusted Agreement amount: \$55,550

Change in time for services (days): 50

Owner and DIXON hereby agree to modify the above referenced Agreement as set forth in this Agreement. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

<u>Todd Schaefer</u>	<u>Project Manager</u>	<u>May 26, 2020</u>
DIXON Printed Name	TITLE	DATE

_____	_____	_____
Owner Printed Name	TITLE	DATE

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

PART 1

A1.01 Construction Phase:

- A. Basic Services:
1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
 2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
 4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.
- A. RPR Services for Maintenance of Existing Structures
1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
 2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
 3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is one observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e. exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e. welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
 4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).
 5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
 - a. Review abrasive and coating materials for approved manufactures.
 - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.

- c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
- d. Review coating mixing, thinning, and manufacturer's application requirements.
- e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
- f. Observe wet interior using high/low voltage holiday detection.
- g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Verify test area for low (LPWC) pressure water blast cleaning meets or exceeds minimum specified standard abrasive blast cleaning prior to application of the prime coat.
 - b. Abrasive blast cleaning prior to prime coat.
 - c. Prime coat prior to application of the next coat.
 - d. Intermediate coat prior to application of the stripe or topcoat.
 - e. Topcoat for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for low (LPWC) pressure water blast cleaning meets or exceeds minimum specified standard.
 - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11).
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - e. Urethane intermediate coat prior to application of the topcoat.
 - f. Topcoat for compliance with specifications.
 - g. Check foundations coating for compliance with specifications.
 - h. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
 - a. Abrasive blast cleaning prior to application of the prime coat.
 - b. Prime coat prior to application of the intermediate coat.
 - c. Topcoat for compliance with specifications. Review all contract items to assure they have been completed according to contract requirements.
9. Hold Point Coating Pit Piping- Observe, Record, Report, and:
 - a. Abrasive blast cleaning prior to application of the prime coat.
 - b. Prime coat prior to application of the stripe or topcoat.
 - c. Topcoat for compliance with specifications.
10. Hold Point Cathodic Protection - Observe, Record, Report, and:
 - a. Cathodic protection repair/installation work for specification compliance.
11. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Create a second punch list if needed before finalization.
 - g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

B. Construction Phase - Owner's Responsibilities:

1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

EXHIBIT C ATTACHMENT C-1: Agreement Between
Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Fifty-One Thousand, Five Hundred Dollars, \$51,500** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Preconstruction Meeting			\$1,500	Unit Price
A1.01-Other Defined Basic Services			\$1,000	Lump Sum
A1.01-RPR Services Weld	2	\$980	\$1,960	Unit Price
A1.01-RPR Critical Phase Coating	47	\$980	\$46,060	Unit Price
A1.01-Cathodic Protection	1	\$980	\$980	Unit Price
Total			\$51,500	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$255.00	
Project Manager	\$153.00	\$230.00
Engineer	\$158.00	\$237.00
CWI Welding RPR	\$137.00-\$153.00	\$206.00-\$230.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$107.00-\$137.00	\$161.00-\$206.00
DIXON Level 2 or NACE Level 2 RPR	\$97.00-\$122.00	\$146.00-\$183.00
DIXON Level 1 or NACE Level 1 RPR	\$87.00-\$97.00	\$131.00-\$146.00
Contract Support Staff	\$112.00-\$138.00	\$168.00-\$207.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.70/mile + tolls	\$0.60/mile
Lodging	\$155.00 per diem	\$145.00 per diem
Meals	\$47.00 per diem	\$40.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2020

Revised: 8/6/2019

MOTION

Alderman Verbic moved to postpone this item to the July 27, 2020 Regular Council meeting; seconded by Alderman Morris.

VOTE

Motion carried by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Mayor Smith declared the motion passed.

6. Resolution 2020-075 Authorizing an Engineering Services Agreement with Dixon Engineering, Inc. for Coating Inspection and Construction Engineering for Painting and Repair to the South Water Tower in an Amount Not to Exceed \$51,500.

Mayor Smith read the resolution by title only.

MOTION

Alderman Finucane moved to postpone this item to the July 27, 2020 Regular Council meeting; seconded by Alderman Morris.

VOTE

Motion carried by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Mayor Smith declared the motion passed.

7. Resolution 2020-076 Awarding a Bid to West Side Tractor Sales for the Purchase of a John Deere 624L Series 4WD Loader in the Amount of \$189,960.

Mayor Smith read the resolution by title only.

MOTION

Alderman Faivre moved to approve Resolution 2020-076; seconded by Alderman Perkins.

City Manager Nicklas provided an overview of this item based on the information provided in agenda packet, noting that although Sargents was the low bidder, the Doosan DL280 loader included 24 deviations from the bid specifications.

VOTE

Motion carried by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Mayor Smith declared the motion passed.

8. Resolution 2020-077 Approving a Law Enforcement Embedded Social Worker Agreement with Northwestern Medicine Ben Gordon Center.

Mayor Smith read the resolution by title only.