

RESOLUTION 2018-053

PASSED: APRIL 23, 2018

**AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH DIXON ENGINEERING, INC. FOR COATING INSPECTION AND CONSTRUCTION ENGINEERING FOR PAINTING AND REPAIR TO THE NORTH WATER TOWER IN AN AMOUNT NOT TO EXCEED \$41,492.**

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

**WHEREAS**, the Mayor and City Council have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including painting and repair to the City's North Water Tower located at 900 West Dresser Road (the Project), with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation of the Project, all in accordance with the plans and specifications prepared by the consulting engineers of the City, which the Project has a useful life of 25 years. The Project generally consists of repainting and miscellaneous repairs to the North Water Tower; and

**WHEREAS**, the City as a home rule community can select a consulting engineering firm to enter into an agreement for professional services; and

**WHEREAS**, it is in the best interest of the City to select a consulting engineer to design and observe coating inspection and repair of said Project;

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

**Section 1:** That the Mayor of the City of DeKalb be authorized and directed to execute an Engineering Services Agreement with Dixon Engineering, Inc. for coating inspection and construction engineering for painting and repair to the North Water Tower in an amount not to exceed \$41,492. Such services shall be provided in accordance in the form attached hereto as Exhibit A, subject to such changes as shall be acceptable to the Mayor with the recommendation of City staff.


**Section 2:** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 23<sup>rd</sup> day of April 2018 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Smith. Nay: none. Absent: Faivre.

**ATTEST:**

  
RUTH A. SCOTT, Deputy City Clerk



  
JERRY SMITH, Mayor



**DIXON**

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

5307 South 92nd Street  
Suite 125  
Hales Corners, WI 53130  
Telephone: (630) 220-1410

**Proposal/Contract Agreement  
For Water Storage Tank**

*2,000,000 Gallon Hydro-Pillar, (Dresser Road tank), #99-19-02-02*

The Agreement is between Dixon Engineering, Inc. (DIXON) and the City of DeKalb, Illinois (Owner) to contract with DIXON for technical services for the 2,000,000 Gallon Hydro-Pillar (Project). This Agreement inclusive together with any expressly incorporated appendix or Schedule constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the fee/lump sum of **Forty One Thousand, Four Hundred, Ninety Two Dollars (\$41,492.00)**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

**Project Administration, Pre-Construction Meeting, Weld Inspection, Paint Inspection Services, and Cathodic Protection Inspection per Schedule A**

3.01 SIGNATURES

Brad Schotanus, Project Manager

January 2, 2018

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

*Brad Schotanus*  
CONTRACT APPROVED by DIXON OFFICER

Illinois Division Mgr.

POSITION

5/02/2018

EFFECTIVE CONTRACT DATE

**Members: Society of Protective Coatings • American Water Works Association  
Consulting Engineers Council**

**SCHEDULE A**  
**2,000,000 Gallon Hydro-Pillar, (Dresser Road tank), #99-19-02-02**  
**DeKalb, Illinois**

**I. Project Administration:**

1. Project administration for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization.
2. Review Contractor's Schedule of Values and work schedule.
3. Review shop drawings for compliance with technical specifications.
4. Review all requests for change orders and make recommendations to the Owner.
5. Perform services expected of Engineer and detailed in the EJCDC General Conditions.

**II. Pre-construction Meeting:**

1. Attend a pre-construction meeting, and distribute minutes to major participants. Topics of discussion will include Contractor's:
  - a. emergency response plan,
  - b. responsibilities to the Owner,
  - c. responsibilities to her/his workers,
  - d. responsibilities to the public
  - e. inspection start time
  - f. inspection schedule
  - g. liquidated damages
  - h. Contractor's site specific Lead, Health, and Safety Plan
  - i. Who Contractor's designated OSHA competent person for lead, health and safety plan for notification and protection of the public
2. Contractor will have submittals which are to be submitted ten (10) days prior to the pre-construction meeting. Some of these include: Contractor's schedule, ventilation, fall prevention, confined space, waste hauler certifications, welder certifications, etc. These will be reviewed prior to meeting and only deficiencies discussed.

**III. Critical Phase Inspections:**

**A. Weld Inspection:**

1. Two (2) visits to inspect repair/installation work for specification compliance. All weld repairs will be visually inspected for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).

**B. Project Finalization**

1. One (1) visit to formulate a punch list of items to complete.
2. One (1) visit to finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

Collection of samples will be taken during regularly scheduled visits.

**IV. Cathodic Protection Inspection Services:**

1. One (1) visit to inspect the cathodic protection repair/installation work for specification compliance.

**V. Inspection Services:**

1. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.
3. Inspect compressed air at blast nozzle for cleanliness (i.e. oil, moisture).
4. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
5. Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
6. Review coating mixing, thinning, and manufacturer's application requirements.
7. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
8. Inspect applied coating for dry film thickness, coverage, uniformity, and cure.
9. Collect appropriate samples for pre-disposal laboratory testing.
10. Prepare daily inspection report detailing above mentioned items and daily progress.

**SCHEDULE B**  
**2,000,000 Gallon Hydro-Pillar, (Dresser Road tank), #99-19-02-02**  
**DeKalb, Illinois**

1. Compensation for Schedule A – Project Administration, shall be the time and material fee of **\$800.00**. Payment due as project progresses.
2. Compensation for participation at the pre-construction meeting shall be the lump sum fee of **\$750.00**, and will include preparation and travel time.
3. Compensation for weld inspection, Schedule A – Critical Phase Inspections is **\$1,500.00** based on a **\$750.00** per visit fee with two **(2)** visits recommended.
4. Compensation for paint inspections, Schedule A – Critical Phase Inspections is **\$1,500.00** based on a **\$750.00** per visit fee with two **(2)** visits recommended.
5. Payment for Schedule A – Cathodic Protection Inspection Services is **\$750.00** based on a **\$750.00** per visit fee with one **(1)** visit recommended.
6. Compensation for surface preparation, coating inspection services, secretarial services, and project management as outlined in Schedule A – Inspection Services is **\$36,192.00**. DIXON reserves the right to send the level of inspector they feel necessary based on the Contractor, project scope, and project progress. All fees are time and material per Schedule C. DIXON will notify the Owner every two (2) weeks regarding the estimated budget available, and will advise if a change in fees or change in Scope of Services is necessary. This fee and Scope of Services are negotiable between DIXON and the Owner.

<b>Inspection:</b>	<b>Mobilization:</b>
Inspection time 8 hrs. @ \$85.00/hr. = \$680.00	Travel time 0.75 hrs. @ \$85.00/hr. = \$63.75
Secretarial 0.5 hr. @ \$50.00/hr. = 25.00	Mileage 35 miles @ \$0.60/mile = <u>21.00</u>
Per Diem @ \$135.00 = 135.00	Total (1 way) = \$84.75
Contract Administration 0.33 hr. @ \$145.00/hr. = <u>47.85</u>	
Total Estimated Daily Fee = \$887.85	Total Round trip = \$169.50
	x 4 trips
Total Estimate Daily Fee \$887.85	Total Mobilization Costs \$678.00
Total Fee \$35,514.00	plus mobilization @ \$678.00 = \$36,192.00

7. DIXON reserves the right to adjust individual inspection line items as necessary based on the Contractor's performance and pace of work. The total fees for Schedule B will not be exceeded without prior approval from the Owner.
8. Invoices will be compiled after the 20<sup>th</sup> of the month and shall include from the 20<sup>th</sup> of the preceding month to the 20<sup>th</sup> of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.
9. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).

10. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the Agreement.
11. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Agreement.

**SCHEDULE C**  
**Illinois, Iowa, Minnesota, and Wisconsin**  
**Employee Billable Rates and Terms**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal.....	\$259.00	
Expert Witness (Office, Travel & Court).....	\$250.00	
Associate.....	\$175.00	\$270.00
Project Manager.....	\$155.00	\$233.00
Assistant Project Manager.....	\$104.00	\$158.00
Registered Professional Engineer.....	\$181.00	\$270.50
Structural Engineer.....	\$155.00	\$233.00
Staff Engineer.....	\$129.00	\$195.00
CAWI or CWI Welding Inspector.....	\$129.00	\$195.00
Certified NACE Inspector.....	\$129.00	\$195.00
Resident Project Representative – Level III.....	\$98.00	\$150.00
Resident Project Representative – Level II.....	\$88.00	\$135.00
Resident Project Representative – Level I.....	\$78.00	\$120.00
Contract Support Staff.....	\$104.00	\$158.00
Project or Board Meetings.....	..... Time & Expenses – Including Preparation Time**	

\*All Saturday, Sunday, and holiday inspections are Overtime Rate. Plus any time over 40 hours per week, not including time already paid at time and a half, are at overtime rate. Overtime rate is 1 ½ times the hourly rate.

\*\*All meetings held on Saturday, Sunday, or holidays are considered overtime for invoicing purposes.

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage.....	\$0.70/mile + tolls	\$0.60/mile
Meals & Lodging.....	\$155.00 per diem	\$145.00 per diem
Without Lodging.....	\$40.00 per diem	\$35.00 per diem
Air Travel.....	.....Business fare from Chicago O’Hare, Des Moines, Minneapolis, Madison, or Milwaukee + full size car rental	
Material (gaskets, cathodic caps, light bulbs, vent screens, etc.)	.....Labor & Material + 20%	

FEES EFFECTIVE THROUGH: December 31, 2018

Revised: 11/07/2017

#### ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the Owner which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached Schedule C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify DIXON** of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

#### 5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
    - b. By DIXON upon seven (7) days written notice:
      - 1) If Owner fails to pay invoices within sixty (60) days.
      - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
      - 4) DIXON shall have no liability to Owner on account of such termination.
  - 2. For Convenience,
    - a. By Owner effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.



7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Contractor's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to Owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence are based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's Scope of Services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.



**DIXON**

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

5307 South 92nd Street  
Suite 125  
Hales Corners, WI 53130  
Telephone: (630) 220-1410

January 2, 2018

Mr. Bryan Faivre  
City of DeKalb  
200 South Fourth Street  
DeKalb, IL 60115

Subject: Coating Inspection Services for the 2,000,000 Gallon Dresser Road Hydro-Pillar Water Storage Tank

Dear Bryan:

Enclosed is the coating inspection proposal for the 2,000,000 gallon Dresser Road hydro-pillar water storage tank.

Our proposal is divided into a Cover Page, Schedule A, Schedule B, Schedule C, and General Provisions. The Cover Page proposes a not-to-exceed fee. Schedule A details our scope of services. Schedule B contains the fees for the services outlined in Schedule A. Schedule C provides fees for additional services, if requested.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (630) 220-1410.

FOR DIXON ENGINEERING, INC.,

Brad Schotanus  
Project Manager

Enclosure