



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Construction Inspection Services for Dodson Street Water Tower Painting		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water & Wastewater		
Date:	10/2/2019		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$32,500	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Executive Summary:</b>			
<p>On September 16, 2019 the Geneva City Council awarded a contract with Jectco, Ltd. for the Dodson Street Water Tower Painting. Work will include complete blasting of the existing coating, painting of the interior and exterior of the tower, safety improvements, and repairs to the concrete foundation. Construction Inspection Services are needed to make sure all improvements to the tower comply with the specifications outlined in the bid documents. Staff has negotiated a Professional Services Agreement with Rempe-Sharpe &amp; Associates, Inc for this service. Rempe-Sharpe has provided Professional Services for the water towers in Geneva in the past and have demonstrated their competence and qualification. Staff has determined that their compensation is fair and reasonable based on the amount of work required on the water tower.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Engineering Agreement</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires <u>6</u> affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how item should be listed on agenda)</i>			
<p>Staff requests that the City Council authorize the City Administrator to enter into an Engineering Agreement with Rempe-Sharpe &amp; Associates, Inc at a cost not-to-exceed \$32,500</p>			

**RESOLUTION NO. 2019/; 2**

**RESOLUTION AUTHORIZING EXECUTION OF  
Construction Inspection Services for Dodson Water Tower Painting**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, an Engineering Agreement with Rempe-Sharpe & Associates, Inc. for construction inspection services.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2019

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# REMPE-SHARPE

& Associates, Inc.

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**Principals**

J. Bibby P.E., S.E.  
D. A. Watson P.E.

B. Bennett P.E., CFM  
B. Aderman P.E.  
L. Vo P.E.

**CONSULTING ENGINEERS**

324 West State Street  
Geneva, Illinois 60134  
Phone: 630/232-0827 – Fax: 630/232-1629

September 25, 2019

City of Geneva  
1800 South Street  
Public Works Department  
Geneva, Illinois 60134

Attn: Mr. Mike Martens

Re: Engineering Agreement  
Dodson Water Tower Painting – Phase III

Gentlemen:

Rempe-Sharpe & Associates, Inc., hereinafter known as the ENGINEER, proposes to render professional engineering services in connection with the Dodson Street Water Tower Painting, hereinafter called the PROJECT. As part of this Agreement, the City of Geneva, OWNER, is expected to furnish the ENGINEER with full information as to your requirements including any special or extraordinary considerations for the PROJECT or special services needed, and also to make available all pertinent existing data.

Our services will consist of Phase III construction related engineering services including resident services during construction. We will also furnish any Additional Services as you may request.

According to discussions with City Staff, it is our understanding that the following provisions will be applicable to this project:

The PROJECT will consist of According to discussions with Staff, it is our understanding that the following provisions will be applicable to this project:

## **CONSTRUCTION PHASE**

For Construction Phase Services as requested, the OWNER shall pay the ENGINEER at the ENGINEER's hourly rates in effect at the time of service for all personnel assigned to the PROJECT, with said hourly payment being considered as payment in full for the actual time spent in providing said construction related services. The Engineer's Schedule of Hourly Rates and Expense Charges in effect from January 1, 2019, through December 31, 2019, are attached hereto as Exhibit "B".

For Construction Phase Direct Project Expenses incurred by the ENGINEER, the OWNER shall reimburse the ENGINEER at the ENGINEER's actual cost for all expenses and/or costs incurred directly associated with the PROJECT. Transportation costs shall be reimbursed at the per mile rate of \$ 0.58

The Construction Phase Services will be provided by a Principal Engineer who will conduct periodic site visits, prepare payment requests, and issue work directive orders; and a Project Representative who will conduct more frequent periodic site visits, prepare punchlists, and review payment requests.

The Engineer estimates that the Principal will average two hours per week on the Project over a 10 week period (totaling 20 hours) and the Project Representative and any assistants will average one hour per day on the Project over the ten week period, (equating to 60 working days and (totaling 60 hours). In addition, we estimate 10 hours of clerical time and \$200.00 in expenses.

The Engineer will also have a subcontractor perform the following weld inspections and daily inspection of the paint system.

#### Abrasive Blast Cleaning Phase

- Review contractor's crew size and equipment for ability to meet specification requirements and time constraints.
- Review abrasive and coating materials for approved manufacturers.
- Inspect compressed air for cleanliness (i.e., oil, moisture).
- Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
- Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards.
- Daily review coating mixing, thinning, and manufacturer's application requirements.
- Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
- Inspect applied coating for dry film thickness, coverage, uniformity, holidays, and cure.
- Prepare daily inspection report detailing above mentioned items and daily progress.

#### Interior Painting Phase

- Two (2) visits to inspect the interior intermediate coating uniformity, coverage, dry film thickness, and holiday detection prior to application of the topcoat.
- Two (2) visits to inspect the interior topcoat for uniformity, coverage performance, and dry film thickness for compliance with specifications. Examine the overall project for possible damage caused by equipment removal. Review all contract items to assure they have been completed according to the contract requirements.

#### Exterior Painting Phase

- Two (2) visits to inspect the exterior intermediate coating for uniformity, coverage, and dry film thickness prior to application of the topcoat.
- Two (2) visits to inspect the exterior topcoats for uniformity, coverage, performance, and dry film thickness for compliance with specifications. Examine the overall project for possible damage caused by equipment removal. Review all contract items to assure they have been completed according to contract requirements.
- 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.
- Dry interior to be inspected concurrent during regularly scheduled visits.

City of Geneva  
Mr. Mike Martens

Dodson Water Tower Painting  
September 25, 2019  
Page 3 of 3

The subcontract fee is approximately \$27,500.00, but can change depending on the contractor selected.

The budget estimates for the Construction Phase Services is **\$32,500.00** which the Engineer agrees to not exceed unless authorized by the City of Geneva.

#### **ADDITIONAL SERVICES**

For Additional Services rendered, as approved by the OWNER, the OWNER shall pay the ENGINEER at the ENGINEER's hourly rates in effect at the time of service for all personnel assigned to the PROJECT, with said hourly payment being considered as payment in full for the actual time spent in providing said Related Services. The Engineer's Schedule of Hourly Rates and Expense Charges in effect from January 1, 2019, through December 31, 2019, are attached hereto as Exhibit "B".

For Additional Services Direct Project Expenses incurred by the ENGINEER, the City of Geneva shall reimburse the ENGINEER at the ENGINEER's actual cost for all expenses and/or costs incurred directly associated with the PROJECT. Transportation costs shall be reimbursed at the mile rate of \$ 0.58.

#### **PAYMENT FOR SUBCONTRACTED SERVICES**

For subcontracted technical services, as approved by the OWNER, the OWNER shall reimburse the ENGINEER all costs and expenses incurred by the ENGINEER. "Costs to the Engineer" to be verified by furnishing the OWNER copies of invoices from the party or parties performing the subcontracted services.

ENGINEER will bill the OWNER periodically for services, direct project expenses, and subcontracted services. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the PROJECT.

OWNER agrees that the Engineer's Schedule of Hourly Rate and Expense Charges as set forth in Exhibit "B" is subject to adjustment by the ENGINEER in each calendar year beginning in January so as to reflect the ENGINEER'S current costs.

Rempe-Sharpe & Associates, Inc., appreciates the City's confidence and trust in our firm and looks forward to serving the City of Geneva on this project.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.

BY:



Daniel A. Watson, P.E.

Exhibit "A"	Short Form Agreement, 4 pages
Exhibit "B"	Schedule of Engineering Service Charges, 1 page
Exhibit "C"	NTEC Contract, 8 pages

# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

\_\_\_\_\_ City of Geneva \_\_\_\_\_ (“Owner”)

and \_\_\_\_\_ Rempe-Sharpe & Associates, Inc. \_\_\_\_\_ (“Engineer”)

Engineer agrees to provide the services described below to Owner for \_\_\_\_\_ Dodson Water Tower Painting \_\_\_\_\_ (“Project”).

Description of Engineer’s Services: \_\_\_\_\_ Phase III construction engineering services. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL NOTE ON USE OF THIS FORM:**  
This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related

charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

a. By either party upon 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.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 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, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided 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.

### 5.01 Controlling Law

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

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer 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 without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction

contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer'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). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

## 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), 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.

**9.01 Payment (Hourly Rates Plus Reimbursable Expenses)**

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses is estimated to be \$ 32,500.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 8 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER: Rempe-Sharpe & Associates, Inc.

By: \_\_\_\_\_

By: 

Daniel A. Watson

Title: \_\_\_\_\_

Title: Principal

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

Date Signed: September 25, 2019

License or Certificate No. and State 062.048073

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rempe-Sharpe & Associates, Inc.  
324 W. State Street  
Geneva, Illinois 60134

**EXHIBIT "A"**  
**SCHEDULE OF ENGINEERING SERVICE CHARGES BY**  
**REMPE-SHARPE & ASSOCIATES, INC.**

**EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:**  
**JANUARY 1, 2019 TO DECEMBER 31, 2019**

**A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES**

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER .....	\$142.00/HR
SENIOR PROJECT ENGINEER .....	\$115.00/HR
PROJECT ENGINEER .....	\$111.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1) .....	\$105.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2) .....	\$90.00/HR
SENIOR TRAFFIC ENGINEER .....	\$94.00/HR
DESIGN TECHNICIAN (GRADE 1) .....	\$90.00/HR
DESIGN TECHNICIAN (GRADE 2) .....	\$73.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1) .....	\$77.00/HR
DRAFTING TECHNICIAN (GRADE 2) .....	\$62.00/HR
DRAFTING TECHNICIAN (GRADE 3) .....	\$48.00/HR
SURVEYING PARTY CHIEF .....	\$84.00/HR
SURVEYING TECHNICIAN (GRADE 1) .....	\$68.00/HR
SURVEYING TECHNICIAN (GRADE 2) .....	\$48.00/HR
CONSTRUCTION INSPECTOR (GRADE 1) .....	\$86.00/HR
CONSTRUCTION INSPECTOR (GRADE 2) .....	\$73.00/HR
CONSTRUCTION TECHNICIAN .....	\$59.00/HR
ADMINISTRATIVE ASSISTANT .....	\$65.00/HR
CLERK TYPIST .....	\$51.00/HR

**A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS**

THE ENGINEER SHALL BE REIMBURSED AT HIS ACTUAL COST FOR ALL EXPENSES AND/OR COSTS INCURRED DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS PROJECT, SUCH AS PRINTING, TRAVEL, STAKING SUPPLIES, ETC.

THE ENGINEER'S REIMBURSEMENT FOR TRAVEL EXPENSES SHALL BE IRS STANDARD PER MILE OF TRAVEL.

**A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES**

THE ENGINEER SHALL BE REIMBURSED FOR ALL COSTS AND EXPENSES INCURRED BY THE ENGINEER FOR ALL SERVICES NOT NORMALLY PERFORMED BY THE ENGINEER WHICH ARE SUB-CONTRACTED TO OTHER PARTIES WITH THE OWNER'S APPROVAL.

**Rempe-Sharpe & Associates, Inc.**  
**Civil Engineering • Structural Engineering**  
**Surveying Services • Design & Construction**



**Nelson Tank Engineering  
& Consulting, Inc.**

16240 National Parkway  
Lansing, MI 48906

## PROPOSAL AND CONTRACT AGREEMENT

This agreement between Rempe-Sharpe & Associates, Inc., 324 W. State Street, Geneva, Illinois 60134 (PROJECT ENGINEER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 500,000 Gallon Water Storage Tank (PROJECT) at Geneva, IL (OWNER) is as follows:

The PROJECT ENGINEER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
- B. PROJECT ENGINEER agrees to pay CONSULTANT, for services rendered, the sum of Twenty-Five Thousand Five Hundred Dollars (\$25,500). Terms of Payment shall be detailed in Section II.
- C. Additional services performed by CONSULTANT requested by the PROJECT ENGINEER which are not within the proposed scope of services as defined in Section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
- D. The PROJECT ENGINEER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

\_\_\_\_\_  
Raymond Otberg  
Proposed by CONSULTANT

\_\_\_\_\_  
September 3, 2019  
Date

\_\_\_\_\_  
Contract Approved by CONSULTANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Approved by OWNER (Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cosignature (If Required) (Title)

\_\_\_\_\_  
Date

## SECTION I

### Proposed Services and Responsibilities

#### 500,000 Gallon Tank Painting and Repair

##### I. Attend preconstruction meeting.

##### II. Critical Phase Inspection Services

- A. Three visits to observe repairs for specification compliance. Weld repairs visually inspected for surface defects (i.e. undercut, reinforcement, underfill).
- B. Ten visits to review interior abrasive blast cleaning for thoroughness, surface profile, and compliance with specification, prior to application of the primer coat. Record and review all materials delivered to the site for specification compliance.
- C. One visit to review the interior primer coat for uniformity, coverage, and dry film thickness, prior to application of the stripe coat.
- D. One visit to review the interior stripe coat for uniformity, coverage, and dry film thickness, prior to application of the intermediate coat.
- E. One visit to review the interior intermediate coat uniformity, coverage and dry film thickness prior to application of the topcoat.
- F. One visit to review the interior topcoat for uniformity, coverage and dry film thickness for compliance with specification. Conduct holiday test on surfaces below the water line. Examine the overall project for possible damage caused by equipment removal.
- G. One visit to set the standard for exterior surface preparation for compliance with specification. Record and review all materials delivered to the site for specification compliance.
- H. Ten visits to review exterior surface preparation for compliance with specification, prior to application of the primer coat.
- I. One visit to review the exterior primer coat for uniformity, coverage, and dry (or wet) film thickness, prior to application of the stripe coat.
- J. One visit to review the exterior stripe coat for uniformity, coverage, and dry (or wet) film thickness, prior to application of the intermediate coat.
- K. One visit to review the exterior intermediate coat for uniformity, coverage, and dry (or wet) film thickness prior to application of the topcoat.
- L. One visit to review the exterior topcoat for uniformity, coverage and dry (or wet) film thickness for compliance with specification. Examine the overall project for possible damage caused by equipment removal.
- M. One visit to finalize the project, to review items in the contract specification for completion. To review the quality of workmanship for contract requirements.

#### **IV. Miscellaneous Provisions**

- A. All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Owner for any other endeavor without the written consent of the Consultant.
- B. Inspection reports shall detail work completed, report progress, provide test results and prepare punch list for incomplete work.
- C. Consultant shall provide review and recommendations for pay requests submitted by Contractor.

## **SECTION II**

### **Proposed Service Fees**

#### **500,000 Gallon Tank Painting and Repair**

1. Payment for participation at the preconstruction meeting shall be the lump sum fee of \$750.
2. Payment for Inspection Services shall be \$24,750 . Inspection fees shall be lump sum for each individual site visit. Payment shall be a \$750 per visit fee with 33 visits detailed in Section I.
3. Requests for Professional services not included in the original scope of work, Section I, shall be assessed at time and material fees per Section III.
4. Invoices shall include all work performed during the month. The invoice will start on the beginning of each month and will close on the end of each month. Partial payment requests may be allowed if approved by the Owner. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

## Section III

### Additional Service Fees

<u>Labor Class</u>	<u>PER HOUR</u>
Project Manager.....	\$120.00
Registered Professional Engineer.....	\$120.00
Project Engineer - Level II.....	\$100.00
Project Engineer - Level I.....	\$ 90.00
Inspector - Level II.....	\$ 85.00
Inspector - Level I.....	\$ 75.00
Secretarial Services.....	\$ 50.00
Modeling or CAD.....	\$120.00

#### Expenses

Mileage.....	\$1.00/mile
Meals, Lodging.....	\$120 per diem
Air Travel.....	Business class
Car rental.....	Full size

#### Laboratory Testing

TCLP (One metal).....	\$ 85.00
TCLP (Ten metals).....	\$350.00
Background Soil (Total lead).....	\$ 45.00
Paint Sample (1 Metal).....	\$ 50.00
Paint Sample (2 Metal).....	\$ 60.00
Paint Sample (3 Metal).....	\$ 70.00