

MINUTES

Muskegon County Regional
Water System Policy Board
Board of Commissioners Room
Michael J. Kobza Hall of Justice
990 Terrace Street
Muskegon, Michigan
September 11, 2012

CALL TO ORDER

The meeting was called to order by Chairman David Kieft at 2:00 p.m.

ROLL

Members

Present: Kim Arter, Laketon Township
Chris Hall, Dalton Township
Alan Jager, County Commissioner
David Kieft, Muskegon Charter Township
Ken Mahoney, County Commissioner
Scott Plummer, County Commissioner
Jan Deur, Fruitland Township
John Snider, County Commissioner

Excused: Sam St. Amour, Fruitland Township

Staff

Present: John Warner, County DPW
Karen Fisher, County DPW

Others

Present: Dave Bossenbroek, Attorney
Rod Siegel, Laketon Township
Jerry Sanders, Muskegon Charter Township
Dave Smith, City of Muskegon
Dave Fisher, Muskegon County Drain Commissioner

WSPB-12-054 – APPROVAL OF MINUTES

Moved by Ken Mahoney, seconded by Scott Plummer, to approve the minutes of the meeting held August 7, 2012.

Motion carried

WSPB-12-055 – DIXON ENGINEERING PROPOSAL

Moved by John Snider, seconded by Scott Plummer, to approve the attached proposal from Dixon Engineering for the 1-year warranty inspection of the interior coating on the Evanston Avenue elevated water storage tank for their proposed cost of \$1,795.00 with all costs being paid by the Regional Water System fund 5910-0552 and recommend approval to the Board of Public Works.

Roll call: Ayes – Arter; Hall; Jager; Kieft; Mahoney; Plummer; Deur; Snider.

Nays – None.

Motion carried

WSPB-12-056 – INFORMATION ITEMS

Moved by John Snider, seconded by Scott Plummer, that the following information items be received and placed on file:

1. New Meters Set List.
2. Local Fund Balance Sheet.

Motion carried

WSPB-12-057- REPORTS – WATER SYSTEM UPDATE

The Water System Update was distributed for information.

WSPB-12-058 – OLD BUSINESS

There was no old business.

WSPB-12-059 – NEW BUSINESS

There was discussion on reducing the per unit cost to the customers based on the new agreement with the City of Muskegon.

Mr. Warner will review this issue and report back to the Board.

Muskegon County Regional
Water System Policy Board
September 11, 2012
Page Three

WSPB-12-060 – AUDIENCE PARTICIPATION

There was no audience participation.

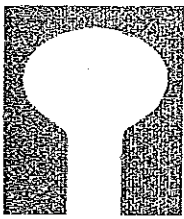
WSPB-12-061 – ADJOURN

Moved by Scott Plummer, seconded by Ken Mahoney, to adjourn the meeting at 2:19 p.m.

Motion carried


David A. Kieft, Jr., Chairman

kf



DIXON

ENGINEERING AND
INSPECTION SERVICES
FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone 1-616-374/3221
Fax 1-616-374/7116

Proposal/Contract Agreement for Elevated Water Storage Tank 500,000 Gallon Double Ellipse, (Evanston Tank), #22-61-06-04

The agreement is between Dixon Engineering, Inc. (DIXON) and the Muskegon County, Muskegon, Michigan (OWNER) to contract with DIXON for technical services for the 500,000 Gallon Double Ellipse (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. This agreement includes pages 1 through 4 and Schedules A, B, and C.

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 (not to exceed) fee of One Thousand, Seven Hundred and Ninety-Five dollars (\$1,795.00). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Warranty Inspection per Schedule A

3.01 SIGNATURES

Ira M. Gabin, P.E., Vice President

July 11, 2012

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

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

Members: Steel Structures Painting Council
American Water Works Association
Consulting Engineers Council

4.01 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 days written notice:
 - 1) If Owner fails to pay invoices by 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 DIXON'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 is 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.

SCHEDULE A
One Year Warranty Inspection
500,000 Gallon Double Ellipse, (Evanston), #22-61-06-04
Muskegon, Michigan

I Warranty Inspection:

A. Scope of Services Performed by Owner:

1. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
2. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if it is desired to reduce the amount of time required for cleaning.
3. Remove from site, mud, cathodic rods, or paraphernalia removed from the tank, if necessary.
4. Perform bacteriological testing prior to returning tank to service.

B. Scope of Services Performed by DIXON:

1. Flush the interior tank surfaces with high pressure water to remove all mud and silt from painted surfaces, and perform rough adhesion test.
2. Inspect interior surfaces for deterioration of coating, if any. Quantify all findings for presentation to Contractor.
3. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages.
4. Prepare and submit a letter report (2 copies) detailing condition of items inspected, and recommendations concerning the above work, if any, and recommendations for the next maintenance inspection.
5. Chlorinate the tank per AWWA Method No. 3 C-652-07. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.

SCHEDULE B
One Year Warranty Inspection
500,000 Gallon Double Ellipse, (Evanston), #22-61-06-04
Muskegon, Michigan

1. DIXON's fee for Schedule A, Item 1 of Scope of Services Performed by the Professional is \$175 per hour with an estimate of 2 hours (\$350). Time will not be exceeded without authorization of the Owner. This is a time and material item because DIXON cannot estimate the amount of mud or time necessary for removal. The degree of cleanliness (i.e. 95% removal of the mud, etc.) will be established between DIXON and the Owner prior to cleaning of the tank. DIXON will supply personnel based on the anticipated work and time.
2. Fee for Schedule A, Items 2 through 4, travel time and preparation of the report is a fixed fee item of \$1,350.
3. The fee for furnishing and applying the chlorine, Schedule A, Item 5, shall be the fixed fee of \$95.
4. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
5. All DIXON service invoices which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one half percent (1½%) per month interest from date thirty days after date of issue.

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$ 90.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level III.....	\$ 72.00 to \$85.00	
Staff Engineer – Level II.....	\$ 67.00 to \$80.00	
Staff Engineer – Level I.....	\$ 62.00 to \$75.00	
CAD Supervisor.....	\$ 65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$ 67.00 to \$85.00	
Inspector – Level III.....	\$ 63.00 to \$80.00	
Inspector – Level II.....	\$ 60.00 to \$75.00	
Inspector – Level I.....	\$ 55.00 to \$70.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 48.00 & expenses	
Bookkeeping Services.....	\$ 44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$105 per diem (<i>may be increased based on location</i>)	\$95 per diem
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O’Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013

Revised 05/08