VILLAGE OF SUGAR GROVE BOARD REPORT

TO:VILLAGE PRESIDENT & BOARD OF TRUSTEESFROM:BRAD MERKEL, DIRECTOR OF PUBLIC WORKSSUBJECT:RESOLUTION: WATER TOWER INSPECTION PROJECTAGENDA:MAY 16, 2023 REGULAR BOARD MEETINGDATE:MAY 4, 2023

ISSUE

Should the Village Board award a contract for the Water Tower Inspection Project.

DISCUSSION

Part of maintaining a water tower includes regular cleaning, draining and inspection of the water tower every 5-10 years. Both water towers have been cleaned every 3 years since they were repainted in 2004 (North Tower) & 2007 (South Tower). Based on the results of the last cleaning project it is now time for to drain and inspect both towers to evaluate the overall condition of the interior/exterior coatings, safety equipment and any other needs to allow for future budgeting of water tower improvements.

In order to complete the water tower inspections, the towers will need to be drained, inspected, chlorinated, sampled and then returned to service once satisfactory results are received. Since the towers require draining staff will schedule this work to be completed in the fall when the water system demand is not so critical.

Staff received 2 proposals to complete the inspections on both water towers.

Drico

vendor.	Flice.
Maguire	\$5,650.00
Dixon Engineering	\$9,700.00

COST

Vandar

The cost to inspect both water towers is \$5,650.00. The FYE-24 Water Operations Budget, account number 50-60-6309: Other Professional Services includes \$20,000 for this Project.

RECOMMENDATION

The Village Board waive the bid process and approves <u>**Resolution#**</u> <u>**20230516PW3**</u> authorizing the Director of Public Works to execute an agreement with Maguire for the Inspection of both water towers in the amount of \$5,650.00.



RESOLUTION NO. 20230516PW3

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH MAGUIRE FOR WATER TOWER INSPECTIONS.

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Maguire for Water Tower Inspections and to execute the attached agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the <u>16th</u> day of <u>May</u>, 2023.

Jennifer Konen, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois

ATTEST:

		son Murphy, C lage of Sugar (
	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie				
Trustee Sean Herron Trustee Heidi Lendi	<u> </u>		<u> </u>	
Trustee Sean Michels				
Trustee Michael Schomas				
Trustee James F. White				
President Jennifer Konen				



🖂 info@maguireiron.com

1610 N. Minnesota Ave Sioux Falls, SD 57104

(605) 334-9749

CONTRACT FOR SERVICES

This contract made and entered into this <u>25</u> day of <u>January</u>, <u>2023</u>, by and between <u>Sugar Grove</u>, <u>IL-</u> <u>Village of</u> hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Sphere - 200MG New Bond Tower

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Cleanout

• Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.

• Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.

• Contractor will wash out heavy sediment once the tank is emptied by the owner.

• Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.

• Contract is based on up to one half-day of crew on-site. All work required to complete the job beyond the 5 hours on-site will be billed at a rate of \$625 per crew hour.

• Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.

• Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank. A written report of compliance and deficiencies will be provided.

Contract Notes

• At the completion of the job, the tank will be disinfected with a 200 mg/L solution of free chlorine per AWWA C652-11 Method 2.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$2,650.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.



info@maguireiron.com

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Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 11/2% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. This is included in the contract amount,

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

owner: Sugar Grove, IL- Village of	;	MAGUIRE IRON, INC.	
By:(Name)	(Title)	Darin Clarke	
By:(Name)	(Title)	By:(Authorized Agent)	- (Date)

Date Accepted:

Upon acceptance, please provide two (2) signatures and date the agreement.



info@maguireiron.com

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CONTRACT FOR SERVICES

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Sphere - 500MG Railroad St. Tower

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Cleanout

• Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.

• Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.

• Contractor will wash out heavy sediment once the tank is emptied by the owner.

• Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.

• Contract is based on up to one half-day of crew on-site. All work required to complete the job beyond the 5 hours on-site will be billed at a rate of \$625 per crew hour.

• Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.

• Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank. A written report of compliance and deficiencies will be provided.

Contract Notes

• At the completion of the job, the tank will be disinfected with a 200 mg/L solution of free chlorine per AWWA C652-11 Method 2.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$3,000.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.

MAGUIREIRON.COM



info@maguireiron.com

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The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

_{Owner:} <u>Sugar Grove, IL- Vi</u>	<u>llage of</u>	MAGUIRE IRON, INC.	
By:(Name)	(Title)		
By:(Name)	(Title)	By: (Authorized Agent)	01/25/2023 (Date)

Date Accepted:

Upon acceptance, please provide two (2) signatures and date the agreement.



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GST - 2000MG Arbor Ave.

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Cleanout

• Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.

• Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.

• Contractor will wash out heavy sediment once the tank is emptied by the owner.

• Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.

• Contract is based on up to one day of crew on-site. This project will be billed as Time and Materials for work required beyond day one at a rated of \$625 per crew hour.

• Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.

• Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank. A written report of compliance and deficiencies will be provided.

Contract Notes

• Pricing does not include the cost of any rental equipment that may be required to complete the job

• At the completion of the job, the tank will be disinfected with a 200 mg/L solution of free chlorine per AWWA C652-11 Method 2.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$6,600.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.



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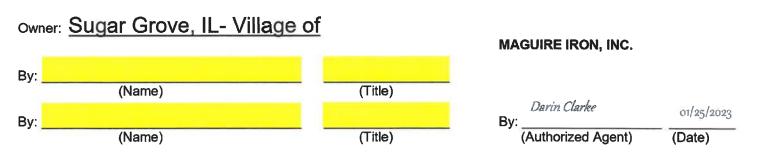
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This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.



Date Accepted:

Upon acceptance, please provide two (2) signatures and date the agreement.