

STAFF REPORT



SUBJECT: 377 Elevated Storage Tank Logo Update
MEETING: Regular Council Meeting – 01 OCT 2024
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposal with Maguire Iron to perform the budgeted City of Stephenville logo update on the 377 Elevated Storage Tank as approved in the adopted FY24-25 budget.

BACKGROUND:

The adopted FY24-25 budget approved the replacement of the prior city logo with the updated logo. Maguire Iron repainted the 377 Elevated Storage Tank in 2023 as part of a tank rehabilitation project. The project went well and staff was pleased with the final result.

PROPOSAL:

A cooperative purchasing agency bid through the Texas Interlocal Purchasing System (TIPS) was received from Maguire Iron for \$48,000.00. Enclosed is a copy of the proposed agreement as well as renderings showing how the logo would appear.

FISCAL IMPACT SUMMARY:

The FY24-25 adopted budget includes \$48,000 for the update of the new logo at two locations on the 377 Elevated Storage Tank. The proposed contract for services provides this service for exactly \$48,000 and proposes to have the work complete within 180 days.

The Purchasing Manager has confirmed the city is able to purchase this equipment through the TIPS Cooperative purchasing agency and adheres to all purchasing requirements. (Account #TX-993069)

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not approve the purchase as presented, or
2. Recommend an alternate bidding methodology.

ADVANTAGES:

1. Approval allows the work to be scheduled
2. The truck is under budget.

DISADVANTAGES:

1. No disadvantages have been identified.

ATTACHMENTS:

[TIPS Bid - Maguire Iron, Inc. - \\$48,000.00](#)



MAGUIRE

1610 North Minnesota Ave
Sioux Falls, SD 57104
Phone: (605) 334-9749
Fax: (605) 334-9752
info@maguirewater.com

CONTRACT FOR SERVICES

This contract made and entered into this 27 day of September, 2024, by and between Stephenville, TX - City of 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.

Stephenville, TX-Sphere - 750MG: Logo Installation

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.

Misc Paint - Logo Installation

- Contractor will apply two (2) logos per the artwork provided by the owner. See notes for specifications and scope of work.

Notes:

- Contractor will properly prepare the areas with the existing logos per SSPC-SP7 methods to create a profile on the existing Tnemec Series 700 Hydroflon coating system. One (1) finish coat will be applied to those areas with a product of similar color and type. Coatings will be applied per the manufacturer's specifications.
- Contractor will apply two (logos) per the artwork and colors provided by the owner. Logo location will be the same as the previous logos. See provided proof for logo size, location, and design.
- Cost includes mobilization, labor, materials, and any required equipment rental.
- Maguire is an approved and awarded vendor of The Interlocal Purchasing System under Trades, Labor, and Materials contract # 23010401.
- Contractor will complete project within 180 days from the date of final execution of the contract.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 48,000.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.



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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 1½% 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: Stephenville, TX - City of

By: [Redacted] [Redacted]
(Name) (Title)

By: [Redacted] [Redacted]
(Name) (Title)

MAGUIRE IRON, INC.

By: Roxana Bagwell 09/27/2024
(Authorized Agent) (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.

