

RESOLUTION 25-2023

VILLAGE OF GILBERTS

A RESOLUTION APPROVING A CHANGE ORDER WITH WATER WELL SOLUTIONS FOR THE MAINTENANCE AND REHABILITATION SERVICES AT WELL 4

WHEREAS, the Village of Gilberts (“*Village*”) owns, maintains, and operates a water treatment system, including two deep water wells; and

WHEREAS, Well 4 had experienced water testing sampling issues; and

WHEREAS, in order to fully assess and diagnose the cause of the issues an agreement for the maintenance and rehabilitation of Well 4 was awarded by the Village to Water Well Solutions pursuant to Resolution 16-2023, adopted on May 16, 2023 (*Rehabilitation Contract*”); and

WHEREAS, upon the removal of the well motor it was discovered that there were electrical splicing faults and a motor short that will require additional maintenance prior to the equipment being reinstalled; and

WHEREAS, the Village Board finds and determines that (1) the circumstances necessitating the change order were not reasonable foreseeable at the time the Rehabilitation Contract was signed; (2) the change order is germane to the original Rehabilitation Contract as signed; and (3) approving the change order is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED by President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

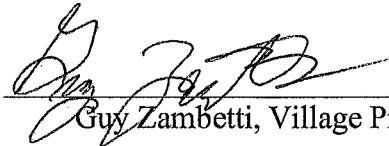
Section 2. Approval; Authorization. The Village Board of Trustees hereby approves the change order to the Rehabilitation Contract to include additional electrical cable and pump motor in an amount not to exceed \$25,000, as more fully set forth in change order memorandum and quote attached to this Resolution as Exhibit A. The Village Board of Trustees further authorizes the Village Administrator, upon receipt of all final documents, to execute the change order in a form substantially similar to the change order attached hereto as Exhibit A.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 19th day of September, 2023.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	X	_____	_____	_____
Trustee Robert Chapman	X	_____	_____	_____
Trustee Justin Redfield	X	_____	_____	_____
Trustee Jeanne Allen	X	_____	_____	_____
Trustee Frank Marino	X	_____	_____	_____
Trustee Brandon Coats	X	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 19TH DAY OF September, 2023.



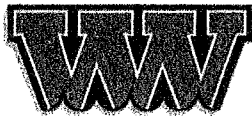
Guy Zambetti, Village President

(SEAL)
ATTEST:



Village Clerk

Exhibit A
Change Order



Water Well Solutions

WATER WELL SOLUTIONS

Illinois, LLC

825 E. North St.
Elburn, IL 60119

Office: 630-365-9099 FAX: 630-365-9069

PROPOSAL TO:

Date: 9/6/2023

Company: Gilberts, Village of

Job Name:

Address: 73 Industrial Dr

Well 4 Pump Cable and Motor

City: Gilberts, IL 60136

Attention: Zach Ruemelin

Phone: (224) 230-3580

Email: zruemelin@villageofgilberts.com

Fax:

Terms: 10 Days

Qty	Description	Unit Price	TOTAL
	<u>Well No. 4 Cable and Motor Options</u>		
800	Feet, 500MCM Submersible Cable	\$49.00	\$39,200.00
1	SME Signature Series, 12", 300 HP, 4 Pole, 460/3/60, SC/SC Single Mechanical Seal, Water filled, Submersible motor Shipping/Handling Added	\$58,500.00	\$58,500.00

NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and returned to us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time, signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay, within 30 days of invoice date, for those materials ordered.

Total Amount Proposed \$97,700.00

CLIENT	WATER WELL SOLUTIONS ILLINOIS, LLC
The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within ten (10) days of invoice date, BY: _____ DATE: _____	All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other insurance. BY: _____ DATE: _____

INVOICES. Invoices will be submitted once a month with payment due within 10 days of the invoice date. A late charge at the rate of 1-1/2 % per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after 30 days. Purchaser agrees to pay any and all attorneys' fees and court costs should attorneys be utilized or court proceedings initiated to collect any past due amounts.

INFORMATION. It is recognized that Purchaser has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Purchaser is obligated to advise Water Well Solutions of all or any conditions that may affect Water Well Solutions performance hereunder. Purchaser agrees to provide Water Well Solutions with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Water Well Solutions for safe, proper and timely performance of the work. Purchaser shall obtain all necessary permits and rights-of-way and indemnify and hold Water Well Solutions harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures; provided such claims of trespass or damage to property did not arise due to Water Well Solutions' negligence or intentional act which arise out of the work.

LIABILITY. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Purchaser agrees to indemnify and hold Water Well Solutions harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Water Well Solutions or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Purchaser or others under Purchaser's control, except that this indemnification shall not apply to the extent any demand of cause of action results from Water Well Solutions negligence or intentional misconduct.

PERFORMANCE. Water Well Solutions will exercise reasonable skill and judgment in performing the work, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Water Well Solutions does not warrant specific results of any kind or provide any guarantee of water quality or quantity.

CHANGED CONDITIONS. The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Water Well Solutions prior to the date of this Work Agreement will constitute a materially different site condition entitling Water Well Solutions, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Water Well Solutions, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Water Well Solutions to perform work outside the original scope or beyond its capabilities. In any event, Water Well Solutions may terminate operations on a site which it believes presents an unreasonable health or safety risk.

DELAYS. Water Well Solutions shall have no liability to Purchaser, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder and any other conditions or events which are beyond the reasonable control of Water Well Solutions shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

MISCELLANEOUS. The terms and conditions set forth in the Work Agreement constitute the entire understanding of the parties relating to the work. All previous proposals, offers, and other communications relative to the work, oral or written, are hereby superseded. Any additional or conflicting provision(s) contained in any purchase order, acknowledgement, or other form of the Purchaser is hereby expressly objected to by Water Well Solutions and shall not modify this Work Agreement.

INTERPRETATION. This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision or condition to person or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.