

RESOLUTION NO. 4196

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH MAGUIRE IRON, INC. FOR REPAIRS TO THE SOUTHEAST 200MG GROUND STORAGE RESERVOIR.

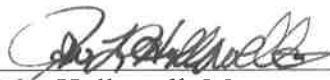
WHEREAS, the City of Miles City requires certain repairs to the Southeast 200MG Ground Storage Reservoir, and desires to engage Maguire Iron, Inc., a South Dakota Corporation, to perform said repairs.

AND WHEREAS, a contract for services has been provided by Maguire Iron, Inc. pertaining to the same;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The agreement between the City of Miles city and Maguire Iron, Inc., attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 11TH DAY OF SEPTEMBER, 2018.

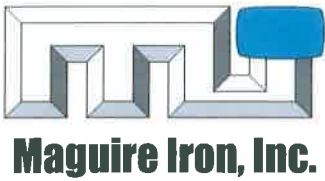


John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk



PO Box 1446
 Sioux Falls, SD 57101
 Phone (605) 334-9749
 Fax (605) 334-9752

WATER TOWER SPECIALISTS
 Established 1915
 New and Used Tanks
 www.maguireiron.com



CONTRACT

This contract made and entered into this 11th day of September, 2018 by and between the City of Miles City, Montana hereinafter called the "Owner" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" for and in consideration of the mutual covenants and promises hereinafter contained.

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.

Repairs to the Southeast, 200MG Ground Storage Reservoir

1. Contractor will mobilize to Miles City to excavate under the tank at the "outflow" pipe.
2. Contractor will then remove the existing pipe down to the base elbow and replace with a new 10" sched. 40 steel pipe.
3. Contractor will furnish and install a new 10" stainless steel expansion joint into the top of the pipe, below the floor of the tank, followed by a new "dollar" plate around the new "outflow" pipe.
4. Contractor will spot-coat the interior of the tank with epoxy, at the area of repairs.
5. Contractor will back fill and compact the material removed from the excavation, adding material if necessary.
6. Contractor will add a partial keeper ring to the repair area and the void on the east side.

LUMP SUM: \$ 39,890.00

Owner is responsible for disposal or salvage of all remaining material to include spent blast media, paint containers, and other job site related material.

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

Terms: Net 30 days from acceptance and invoicing. A service charge of 1 1/2% per month (annual rate of 18%) will be charged on past due accounts.

Maguire Iron, Inc. reserves the right to impose fuel or other surcharges in effect at the time of project performance. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. If there is any sandblasting involved in the work, Owner will be responsible for collection and disposal of any and all blast media.

Maguire Iron, Inc. 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.

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.*

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.**

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 City of Miles City, Montana

MAGUIRE IRON, INC.

By [Signature] MAYOR
 (Title)

By [Signature] City Clerk
 (Title)

By [Signature] 8/27/18
 (Authorized Agent) (Date)
 Richard Kemmis

Date Accepted: 9/11/18
 Upon acceptance, please provide two (2) signatures and date the agreement.