

**INTRODUCED BY COUNCIL MEMBER DANIELSON AND SECONDED FOR
ADOPTION BY COUNCIL MEMBER _____**

RESOLUTION NO. 23-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
TWO CONTRACTS BETWEEN THE CITY OF MANDEVILLE AND MAGUIRE IRON,
INC., AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into two separate contracts for the maintenance and repair of City's water supply tanks located on St. Ann and Rapatel Streets; and

WHEREAS, the contracts are attached and made a part of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a maintenance and repair contract with Maguire Iron, Inc. for repairs and improvements to the City's water supply tanks located on St. Ann and Rapatel Streets.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

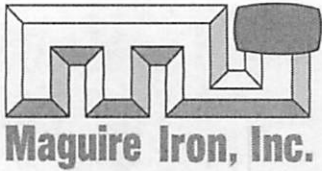
ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2023

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

CONTRACT FOR SERVICES

This contract made and entered into this 17 day of February, 2023, by and between Mandeville, LA - 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.

Sphere - 750MG Rapatel Tank

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.

Exterior Pressure Wash

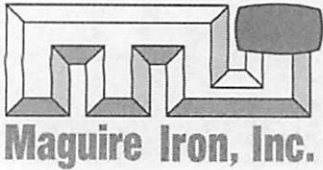
- Contractor will pressure wash the exterior of the owner's water storage tank, from the equator of the tank bulb to the stem and the complete base cone to remove dirt and mildew build up

Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

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 onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- 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.



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Chemical Clean

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workman like manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will clean out all sediment once the tank is emptied by the Owner.
- Contractor will power wash the Interior wet area of the tank after all heavy sediment has been removed from the tank
- Contractor will then apply NSF approved chemical cleaning solution and will let sit on the surface
- Contractor will power wash the Interior wet area of the tank to remove the chemical solution
- Contractor will do a complete inspection of the wet interior area and take photos for the use during the inspection report. Photos will be supplied

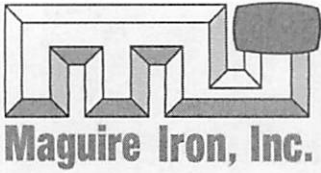
Cancellation of Contract Option

- The tank owner can opt to cancel the contract at anytime during the 4 year term. Owner is responsible for the cost of any work that has been completed up to the cancellation.

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

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.



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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.

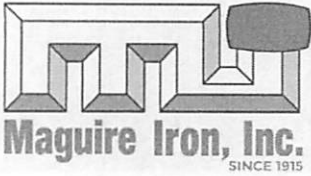
Owner: Mandeville, LA - City of

By: _____	_____
(Name)	(Title)
By: _____	_____
(Name)	(Title)

MAGUIRE IRON, INC.

<i>Teddy Krein</i>	<u>02/17/2023</u>
By: _____	_____
(Authorized Agent)	(Date)

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



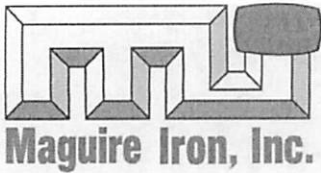
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Schedule A: Cost Schedule

Mandeville, LA - City of Sphere 750 MG		
Year	Service	Annual Spend
Year: 1	Chemical Clean	\$10,500.00
Year: 2	Exterior Pressure Wash	\$10,500.00
Year: 3	Visual Inspection	\$1,950.00
Year: 4	Clean Out / ROV	\$1,950.00



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Sphere - 750MG St. Ann Tank

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.

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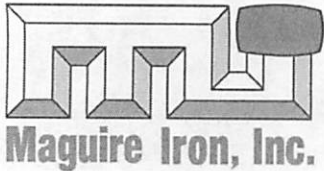
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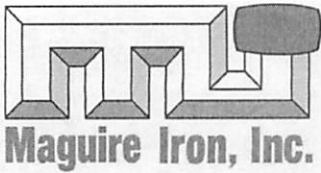
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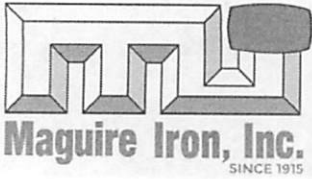
By: _____
(Name) (Title)

By: _____
(Name) (Title)

MAGUIRE IRON, INC.

By: Teddy Krein 02/17/2023
(Authorized Agent) (Date)

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



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