

RESOLUTION NO. 18-24

**A RESOLUTION AUTHORIZING THE ACCEPTANCE  
OF A BID TO REPAINT/REPAIR THE UAM WATER TANK**

WHEREAS, the City of Monticello has advertised for bids consistent with law; and to repaint/repair the UAM water tank.

WHEREAS, the following bids were received:

Utility Service Co., Inc.	\$150,000.00
Kimery Painting Inc.	\$184,468.37
Maguire Iron, Inc.	\$149,900.00
TMI Coating, Inc.	\$229,000.00
Eagle Sandblasting & Painting, Inc.	\$231,500.00

WHEREAS, the Mayor has recommended to the City Council the acceptance of the bid of Maguire Iron, Inc. for \$149,900.00 to repaint/repair the UAM water tank:

NOW, THEREFORE BE IT RESOLVED by the City Council of Monticello, Arkansas that the City of Monticello is authorized and directed to accept the bid of Maguire Iron, Inc. in the sum of \$149,900.00 to repaint/repair the UAM water tank consistent with the bid specifications as advertised by City of Monticello.

(END OF RESOLUTION)

ADOPTED on this 28 day of August, 2018.

  
\_\_\_\_\_  
Mayor

ATTEST:

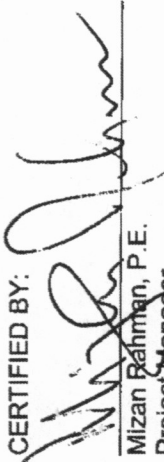
  
\_\_\_\_\_  
City Clerk-Treasurer

## Bid Tabulation

**Project:** City of Monticello – Cleaning, Sand Blasting & Painting of University Elevated Tank  
**Bid Opening:** June 26, 2018 2:00 PM

General Contractor	Bid Bond	Add. #1	Add. #2	Add. #3	Base Bid (\$)	Comments
Utility Service Co., Inc.	X	X	X		\$150,000.00	Addendum #3 was not acknowledged on Bid Proposal
Kimery Painting Inc.	X	X	X	X	\$184,468.37	
Maguire Iron, Inc.	X	X	X	X	\$149,900.00	
TMI Coating, Inc.	X	X	X	X	\$229,000.00	
Eagle Sandblasting & Painting, Inc.	X	X	X	X	\$231,500.00	

**Recommendations:**  
 It is recommended that the project be awarded to Maguire Iron, Inc. for their Base Bid of \$149,900.00.

**CERTIFIED BY:**   
 Mizan Rahman, P.E.  
 Project Manager  
 ETC Engineers & Architects, Inc.

Cleaning, Sand Blasting & Painting of  
University Elevated Tank  
Monticello, Arkansas

ETC Project Number-185701CMONT

### AGREEMENT

THIS AGREEMENT made this 28 day of AUGUST, 2018, by and between, MAGUIRE IRON, INC. (a corporation organized and existing under the laws of the State of Arkansas) hereinafter called the "Contractor" and the City of Monticello, Arkansas an agency thereof hereinafter called the "Owner".

### WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agrees as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for **"Cleaning, Sand Blasting & Painting of University Elevated Tank", Monticello, Drew County, Arkansas,** in strict accordance with the Contract Documents, as prepared by the Engineer.

**ARTICLE 2.** The Contract Price is \$149,900.00 (One Hundred Forty Nine Thousand, Nine Hundred Dollars and No Cents). The Owner will pay the contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL CONDITIONS.

**ARTICLE 3.** Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within sixty (60) calendar days thereafter (except as modified in GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the sum of One Hundred Dollars (\$100.00) for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

**ARTICLE 4.** Contract. The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Advertisement for Bids
- c. Information for Bidders

Cleaning, Sand Blasting & Painting of  
University Elevated Tank  
Monticello, Arkansas

ETC Project Number-185701CMONT

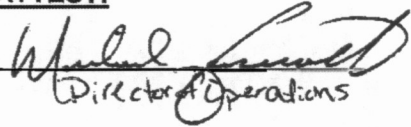
- d. Bid Proposal
- e. General Conditions
- f. Technical Specifications

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached to herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

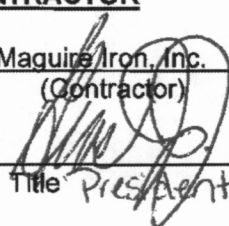
ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner and authorized to do business in the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

**ATTEST:**

  
\_\_\_\_\_  
\_\_\_\_\_  
Director of Operations

**CONTRACTOR**

Maguire Iron, Inc.  
(Contractor)  
By:   
\_\_\_\_\_  
Title President

City of Monticello  
(Owner)  
By:   
\_\_\_\_\_  
Mayor

Cleaning, Sand Blasting & Painting of  
University Elevated Tank  
Monticello, Arkansas

ETC Project Number-185701CMONT

**Arkansas Statutory Payment and Performance Bond**

We Maguire Iron, Inc., as Principal, hereinafter called Principal, and \_\_\_\_\_  
Great American Insurance Company authorized to do business in the State of Arkansas, as  
Surety, hereinafter called Surety, are held and firmly bound unto City of Monticello  
as Obligee, hereinafter called Owner, in the amount of One Hundred Forty Nine Thousand, Nine  
Hundred Dollars and No Cents Dollars (\$ 149,900.00 ), for the payment whereof Principal  
and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and  
severally, by these presents.

Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for  
which contract is by reference made a part hereof and hereinafter referred to as the Contract.

**Cleaning, Sand Blasting & Painting of University Elevated Tank**

THE CONDITION OF THIS OBLIGATION is such that if the Principal shall faithfully perform the  
Contract on his part and shall fully indemnify and save harmless the Owner from all cost and damage  
which he may suffer by reason of failure to do so and shall fully reimburse and repay the Owner all  
outlay and expense which the Owner may incur in making good any such default, and further, that if the  
Principal shall pay all persons all indebtedness for labor or materials furnished or performed under said  
Contract, failing which such persons shall have a direct right of action against the Principal and Surety,  
jointly and severally, under this obligation, subject to the Owner's priority, then this obligation shall be  
null and void; otherwise it shall remain in full force and effect.

No suit, action or proceeding shall be brought on this bond outside the State of Arkansas. No suit,  
action or proceeding shall be brought on this bond except by the Owner after six months from the date  
final payment is made on the Contract, nor shall any suit, action or proceeding be brought by the Owner  
after two years from the date on which the final payment under the Contract falls due.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or  
the giving by the Owner of any extension of time for the performance of the Contract, or any other  
forbearance on the part of either the Owner or the Principal to the other shall not in any way release the  
Principal and the Surety or Sureties, or either or any of them, their heirs, personal representatives,  
successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such  
alteration, extension or forbearance being hereby waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Maguire Iron, Inc.

Gene Jones, Jr. Principal President

Great American Insurance Company

Surety Agent

Sondra Bowden

Attorney-in-Fact, Sondra Bowden

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_ a member of the co-partnership of \_\_\_\_\_ known to me to be the person who is described in and who executed the foregoing instrument and acknowledges to me that he/she executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF South Dakota  
COUNTY OF Minnehaha ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally come(s) Gene Jones, Jr. to me known, who, being by me duly sworn, deposes and says that he/she resides in the City of Sioux Falls, SD that he/she is the President of Maguire Iron, Inc. a corporation that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

My Commission Expires:  
June 12, 2019

Debbie K. Smith  
NOTARY PUBLIC

ACKNOWLEDGMENT OF SURETY

STATE OF South Dakota  
COUNTY OF Minnehaha ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally come(s) Sondra Bowden Attorney(s)-in-Fact of Great American Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Sioux Falls, SD that he/she is (are) the Attorney(s)-In-Fact of Great American Insurance Company the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

My Commission Expires:  
June 12, 2019

Debbie K. Smith  
NOTARY PUBLIC

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 16690

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
KEVIN KROEZE	MICHAEL M. MAHAN	ALL OF	ALL
SONDRA BOWDEN	VAN CARMODY	SIoux FALLS, SOUTH DAKOTA	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7TH day of JUNE, 2017



*Stephen C. Beraha*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 7TH day of JUNE, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_



*Stephen C. Beraha*  
Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

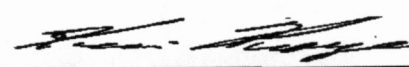
<b>PRODUCER</b> Boen & Associates, Inc. 307 W. 41st Street PO Box 89010 Sioux Falls SD 57105	<b>CONTACT NAME:</b> Linda Evans <b>PHONE (A/C, No, Ext):</b> (605) 336-0425 <b>E-MAIL ADDRESS:</b> lindae@boenassociates.com	<b>FAX (A/C, No):</b> (605) 336-8187
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Maguire Iron, Inc. & Maguire Tank, Inc. PO Box 1446 Sioux Falls SD 57101	<b>INSURER A:</b> United Fire & Casualty Company	
	<b>INSURER B:</b> Travelers Property Casualty Company	
	<b>INSURER C:</b> Zurich American Insurance	
	<b>INSURER D:</b> RLI Insurance Company	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 18/19 Master w/BR      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			60426094	2/1/2018	2/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> <b>Contractual Liab Incl</b>						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> <b>XCU Included</b>						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			60426094	2/1/2018	2/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
19							Uninsured motorist BI split limit \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			ZUP-15R95368-18-NF	2/1/2018	2/1/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC4892936-08	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Builders Risk - Special</b>			ILM0703569	2/1/2018	2/1/2019	Builders Risk per Structure \$2,500,000
	Causes including theft						Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**PROJECT:** Cleaning, Sand Blasting & Painting of University Elevated Tank. City of Monticello and ETC Engineers & Architects, Inc. are additional insureds to the General Liability coverage when required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Monticello 203 W. Gaines St. Monticello, AR 71655	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Kevin Kroeze/LINDA 

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ACORD 25 (2014/01)  
INS025 (201401)

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