

Contractor's Application For Payment

Owner: <u>City of Sidney</u>	Owner's Project Number: <u>WR2300047.02</u>
Engineer: <u>Interstate Engineering, Inc.</u>	Engineer's Project Number: <u>WR2300047.02</u>
Contractor: <u>Maguire Iron, Inc.</u>	Contractor's Project Number: _____
Project: <u>North Park Elevated Water Tower Replacement (Phase 2)</u>	
Contract: <u>Schedule 1 and Schedule 2</u>	

Application No.: 2 Application Date: 3/26/2026
 Application Period: From 12/7/2025 to 1/31/2026

1. ORIGINAL CONTRACT PRICE	\$	<u>6,195,000.00</u>
2. Net change by Change Orders	\$	<u> </u>
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	<u>6,195,000.00</u>
4. Total Work completed and material stored to date (Column L Unit Price Total)	\$	<u>495,339.14</u>
5. RETAINAGE:		
a. 5.0% x Work Completed	\$	<u>16,500.00</u>
b. 5.0% x Stored Material Remaining	\$	<u>8,266.96</u>
c. Total Retainage (Line 5.a + 5.b)	\$	<u>24,766.96</u>
6. SET-OFFS:		
a. Direct Expenses (Reimbursable)	\$	<u> </u>
b. Direct Expenses (Non-Reimbursable)	\$	<u> </u>
c. Total Direct Expenses (Line 6.a + 6.b)	\$	<u> </u>
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c - Line 6.c)	\$	<u>470,572.18</u>
8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application)	\$	<u>401,444.69</u>
9. GROSS AMOUNT DUE THIS APPLICATION	\$	<u>69,127.49</u>
10. 1% MT GROSS RECEIPTS TAX	\$	<u>691.27</u>
11. NET AMOUNT DUE THIS APPLICATION	\$	<u>68,436.22</u>
12. BALANCE TO FINISH + RETAINAGE (Line 3 - Line 4 + Line 5.c)	\$	<u>5,724,427.82</u>

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and
- (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Maguire Iron, Inc.

Signature:  Date: 03/27/2026

Recommended by Engineer: 
 By: _____
 Title: Project Engineer
 Date: 3/25/2026



Approved by Owner: City of Sidney
 By: _____
 Title: _____
 Date: _____

Approved by Funding Agency:
 By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Sidney	Owner's Project Number:	WR2300047.02
Engineer:	Interstate Engineering, Inc.	Engineer's Project Number:	WR2300047.02
Contractor:	Maguire Iron, Inc.	Contractor's Project Number:	
Project:	North Park Elevated Water Tower Replacement (Phase 2)		
Contract:	Schedule 1 and Schedule 2		

Application No.:	2	Application Period: From	12/7/2025	To	1/31/2026	Application Date:	3/26/2026
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A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L / F)	Balance to Finish (F - L) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of bid Item (CxE) (\$)	Estimated Quantity Incorporated Previously	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*I) (\$)				

Original Contract

Schedule I													
101	Mobilization, Taxes, Bonds, & Insurance	1	LS	\$ 600,000.00	\$ 600,000.00	0.50	0.05	0.55	\$ 330,000.00		\$ 330,000.00	55.00%	\$ 270,000.00
102	750,000 GAL Elevated Water Tank (Spheroid)	1	LS	\$ 3,285,045.00	\$ 3,285,045.00				\$ -	\$ 165,339.14	\$ 165,339.14	5.03%	\$ 3,119,705.86
103	Water Tank Mixer	1	LS	\$ 20,000.00	\$ 20,000.00				\$ -		\$ -		\$ 20,000.00
104	Water Tank Cathodic Protection	1	LS	\$ 40,000.00	\$ 40,000.00				\$ -		\$ -		\$ 40,000.00
105	Interior & Exterior Water Tank Painting	1	LS	\$ 400,000.00	\$ 400,000.00				\$ -		\$ -		\$ 400,000.00
106	Water Tank Logo Painting	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
107	Soil Foundation Improvement Design	1	LS	\$ 5,000.00	\$ 5,000.00				\$ -		\$ -		\$ 5,000.00
108	Soil Foundation Improvement Installation	1	LS	\$ 350,000.00	\$ 350,000.00				\$ -		\$ -		\$ 350,000.00
109	Water Tank Foundation Ring Wall Design	1	LS	\$ 5,000.00	\$ 5,000.00				\$ -		\$ -		\$ 5,000.00
110	Water Tank Foundation Ring Wall Installation	1	LS	\$ 600,000.00	\$ 600,000.00				\$ -		\$ -		\$ 600,000.00
111	Dewatering	1	LS	\$ 20,000.00	\$ 20,000.00				\$ -		\$ -		\$ 20,000.00
112	Water Tank Interior Concrete Floor	1	LS	\$ 5,000.00	\$ 5,000.00				\$ -		\$ -		\$ 5,000.00
113	Concrete Vault & Accessories	1	LS	\$ 24,000.00	\$ 24,000.00				\$ -		\$ -		\$ 24,000.00
114	Steel Casing & Cathodic Protection	38	LF	\$ 350.00	\$ 13,300.00				\$ -		\$ -		\$ 13,300.00
115	Interior Process Piping & Appurences	1	LS	\$ 130,000.00	\$ 130,000.00				\$ -		\$ -		\$ 130,000.00
116	Interior Control Building	1	LS	\$ 30,000.00	\$ 30,000.00				\$ -		\$ -		\$ 30,000.00
117	Electrical	1	LS	\$ 86,500.00	\$ 86,500.00				\$ -		\$ -		\$ 86,500.00
118	SCADA Subcontractor Coordination & Markup	1	LS	\$ 3,800.00	\$ 3,800.00				\$ -		\$ -		\$ 3,800.00
119	12 Inch Water Main (DIP)	53	LF	\$ 200.00	\$ 10,600.00				\$ -		\$ -		\$ 10,600.00
120	Connect to Existing 12" Main	1	EA	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
121	Exterior Concrete Pad	5184	SF	\$ 10.00	\$ 51,840.00				\$ -		\$ -		\$ 51,840.00
122	6' Tall Ornamental Fence	238	LF	\$ 140.00	\$ 33,320.00				\$ -		\$ -		\$ 33,320.00
123	7' Tall Ornamental Fence	26	LF	\$ 185.00	\$ 4,810.00				\$ -		\$ -		\$ 4,810.00
124	4' Wide Swing Gate	1	EA	\$ 4,000.00	\$ 4,000.00				\$ -		\$ -		\$ 4,000.00
125	12' Wide Swing Gate	1	EA	\$ 9,000.00	\$ 9,000.00				\$ -		\$ -		\$ 9,000.00
126	Temporary Security Fence	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
127	Site Preparation	1	LS	\$ 25,000.00	\$ 25,000.00				\$ -		\$ -		\$ 25,000.00
128	Grass Restoration (Hydro Mulch)(New Water Tank Site)	1	LS	\$ 15,000.00	\$ 15,000.00				\$ -		\$ -		\$ 15,000.00
129	Grass Restoration (Hydro Mulch)(Staging Area)	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
130	Exploratory Excavation	10	HR	\$ 150.00	\$ 1,500.00				\$ -		\$ -		\$ 1,500.00
131	Imported Trench Backfill	50	CY	\$ 300.00	\$ 15,000.00				\$ -		\$ -		\$ 15,000.00
132	Type II Pipe Bedding	50	CY	\$ 300.00	\$ 15,000.00				\$ -		\$ -		\$ 15,000.00
133	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00				\$ -		\$ -		\$ 5,000.00
134	Materials Testing	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
135	Micro-Comm SCADA Allowance	37485	UNIT	\$ 1.00	\$ 37,485.00				\$ -		\$ -		\$ 37,485.00
136	Miscellaneous Work Allowance	25,000	UNIT	\$ 1.00	\$ 25,000.00				\$ -		\$ -		\$ 25,000.00
Schedule I Totals					\$ 5,920,200.00				\$ 330,000.00		\$ 495,339.14		\$ 5,424,860.86

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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Engineer: <u>Interstate Engineering, Inc.</u>	Engineer's Project Number: <u>WR2300047.02</u>
Contractor: <u>Maguire Iron, Inc.</u>	Contractor's Project Number: _____
Project: <u>North Park Elevated Water Tower Replacement (Phase 2)</u>	
Contract: <u>Schedule 1 and Schedule 2</u>	

Application No.: <u>2</u>	Application Period: From <u>12/7/2025</u> To <u>1/31/2026</u>	Application Date: <u>3/26/2026</u>
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A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L / F)	Balance to Finish (F - I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of bid Item (CxE) (\$)	Estimated Quantity Incorporated Previously	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*I) (\$)				

Original Contract

Schedule II													
201	Mobilization, Taxes, Bonds, & Insurance	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
202	Remove Existing Elevated Water Tank Structure	1	LS	\$ 189,600.00	\$ 189,600.00				\$ -		\$ -		\$ 189,600.00
203	Dispose of Existing Elevated Water Tank Structure	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
204	Abandon Existing Water Main	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
205	Remove Existing Electrical Service	1	LS	\$ 1,500.00	\$ 1,500.00				\$ -		\$ -		\$ 1,500.00
206	Temporary Security Fence	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
207	Site Preparation	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
208	Grass Restoration (Hydro Mulch)(Existing Water Tank Site)	1	LS	\$ 20,000.00	\$ 20,000.00				\$ -		\$ -		\$ 20,000.00
209	Exploratory Excavation	10	HR	\$ 150.00	\$ 1,500.00				\$ -		\$ -		\$ 1,500.00
210	Traffic Control	1	LS	\$ 2,200.00	\$ 2,200.00				\$ -		\$ -		\$ 2,200.00
211	Miscellaneous Work Allowance	10,000	UNIT	\$ 1.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
Schedule II Totals					\$274,800.00				\$ -		\$ -		\$274,800.00

Summary Table

Schedule I	\$5,920,200.00			\$ 330,000.00	\$495,339.14	8.37%	\$5,424,860.86
Schedule II	\$ 274,800.00			\$ -	\$ -		\$ 274,800.00
Original Contract Totals	\$6,195,000.00			\$ 330,000.00	\$ 330,000.00	5.33%	\$5,865,000.00

Summary Table

Change Order #1								
Change Order #2								
Change Order Totals	\$ -			\$ -	\$ -		\$ -	
Total Contract Including Change Orders								
Project Totals	\$6,195,000.00			\$ 330,000.00	\$165,339.14	\$ 495,339.14	8.00%	\$5,699,660.86

Stored Materials Summary

Contractor's Application for Payment

Owner:	<u>City of Sidney</u>	Owner's Project Number:	<u>WR2300047.02</u>
Engineer:	<u>Interstate Engineering, Inc.</u>	Engineer's Project Number:	<u>WR2300047.02</u>
Contractor:	<u>Maguire Iron, Inc.</u>	Contractor's Project Number:	
Project:	<u>North Park Elevated Water Tower Replacement (Phase 2)</u>		
Contract:	<u>Schedule 1 and Schedule 2</u>		

Application No.: 2 Period: From 12/7/2025 To 1/31/2026 Application Date: 3/26/2026

A	B	C	D	E	F	Materials Stored			Incorporated in Work			M
						G	H	I	J	K	L	
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)
102.1	03428956	TBD	Steel; McNeilus Steel, Inc.	Maguire; Sioux Falls, SD	1	\$ 11,539.30	\$ -	\$ 11,539.30	\$ -			
102.1	03428954	TBD	Steel; McNeilus Steel, Inc.	Maguire; Sioux Falls, SD	1	\$ 28,852.63	\$ -	\$ 28,852.63	\$ -			
102.1	03428955	TBD	Steel; McNeilus Steel, Inc.	Maguire; Sioux Falls, SD	1	\$ 28,852.63	\$ -	\$ 28,852.63	\$ -			
102.1	175200	TBD	Steel; Ratner Steel Supply	Maguire; Sioux Falls, SD	1	\$ 20,046.80	\$ -	\$ 20,046.80	\$ -			
102.1	175224	TBD	Steel; Ratner Steel Supply	Maguire; Sioux Falls, SD	1	\$ 6,682.42	\$ -	\$ 6,682.42	\$ -			
102.1	SF701775	TBD	Steel; State Steel of SD	Maguire; Sioux Falls, SD	1	\$ 11,909.52	\$ -	\$ 11,909.52	\$ -			
102.1	SF701902	TBD	Steel; State Steel of SD	Maguire; Sioux Falls, SD	1	\$ 14,690.06	\$ -	\$ 14,690.06	\$ -			
102	03428953	TBD	Steel; McNeilus Steel, Inc.	Maguire; Sioux Falls, SD	2		\$ 25,849.30	\$ 25,849.30	\$ -			
102	03433629	TBD	Steel; McNeilus Steel, Inc.	Maguire; Sioux Falls, SD	2		\$ 3,884.62	\$ 3,884.62	\$ -			
102	SF703035	TBD	Steel; State Steel of SD	Maguire; Sioux Falls, SD	2		\$ 13,031.86	\$ 13,031.86	\$ -			
Subtotal:							\$ 42,765.78	\$ 165,339.14	\$ -	\$ -	\$ -	\$ 165,339.14
Totals							\$ 42,765.78	\$ 165,339.14	\$ -	\$ -	\$ -	\$ 165,339.14



1% Contractor's Gross Receipts
Gross Receipts Withholding Return

Form CGR-2 is required to be completed and mailed to the Department of Revenue within 30 days after each payment is made to the prime contractor or subcontractor.

1.	Contract Awarded by: Enter the federal employer identification number, business name and address. Place an "X" in "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Federal Identification Number (FEIN): 81-6001310 Name: City of Sidney Address: 115 2nd Street SE City: Sidney State: MT Zip Code: 59270
2.	Contract Awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. Prime Contractor <input checked="" type="checkbox"/> Sub-Contractor <input type="checkbox"/> Federal Identification Number (FEIN): 46-0256425 Name: Maguire Iron, Inc. Address: 2001 E. Robur Drive (PO Box 1446) City: Sioux Falls State: SD Zip Code: 57104
3.	Enter the Government Issued Purchase Order Number here..... 3. WR2300047.02
4.	Enter the contract award date here..... 4. 10/6/2025
5.	Enter the month and year this payment was earned..... 5. 3/26/2026
6.	Enter the gross dollar amount due to the prime contractor or sub-contractor here..... 6. \$69,127.49
7.	Multiply the amount on line 6 by 1% (.01) and enter the result here. This is your 1% Contractor's Gross Receipts 7. \$691.27
8.	Subtract line 7 from line 6 and enter the result here. This is the net amount paid to the prime contractor or subcontractor 8. \$68,436.22
9.	Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor..... 9.
9(a)	<input checked="" type="checkbox"/> I am enclosing the amount reported on line 7 for credit to my prime contractor's account.
9(b)	<input type="checkbox"/> I am allocating the amount reported on line 7 for credit to my subcontractor's account.
10.	Enter a description of work to be performed under this contract. North Park Elevated Water Tower Replacement (Phase 2) Schedule 1 and Schedule 2
11.	Enter the location in Montana where this work is performed. Be specific with your description. North Park, Sidney, Montana
Withholding return submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below. Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub-Contractor <input type="checkbox"/>	
Preparer's Signature: _____ Date: _____ Preparer's Title: _____ Fax Number: _____ Telephone Phone: _____	

For Information Only

Owner must

e-file at <http://tap.dor.mt.gov>

Please mail this registration to:
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



Invoice

Invoice Number	03428953		
Invoice Date	12/17/25		
Customer Number	0112816	EMAIL	
Purchase Order Number	MT00004527		
Shipping Date	12/17/25		
Terms	NET 30 DAYS		
Entered By	CORY MERG		

Sold To

Maguire Tank
 1610 N Minnesota Ave
 Sioux Falls, SD 57104

Ship To

Maguire Tank
 5400 N INTERCHANGE AVE
 Sioux Falls, SD 57104
 605-334-9749

REMIT TO: McNeilus Steel, Inc.
 P.O. Box 857008
 Minneapolis, MN 55485-7008

TERMS: NET 30, 1 1/2% PER MONTH CARRYING CHARGE ON ALL INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE

CANADIAN GST: 84977 9111-RT

Be kind to one another, tenderhearted,
 forgiving one another, even as God in
 Christ forgave you.

Ephesians 4:32

Item	Qty Ord	Qty Ship	Qty B/O	Description	Price	UOM	Weight	Net
P12DR	3	3		PLT .75" 96 X 326 A36 SIDNEY, MT	3657.8341	EA	19970.107	10973.50
P13DR	3	3		PLT 13/16" 96 X 360 A36 SIDNEY, MT	4455.5715	EA	23903.942	13366.71
				FREIGHT CHARGE				.00
				TOTAL WEIGHT				43873
				TOTAL TAX				1509.09
				ORDER AMOUNT				25849.30



Invoice

Invoice Number	03433629
Invoice Date	12/17/25
Customer Number	0112816 EMAIL
Purchase Order Number	MT00004527
Shipping Date	12/17/25
Terms	NET 30 DAYS
Entered By	CORY MERG

Sold To

Maguire Tank
 1610 N Minnesota Ave
 Sioux Falls, SD 57104

Ship To

Maguire Tank
 5400 N INTERCHANGE AVE
 Sioux Falls, SD 57104
 605-334-9749

REMIT TO: McNeilus Steel, Inc.
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 Minneapolis, MN 55485-7008

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Item	Qty Ord	Qty Ship	Qty B/O	Description	Price	UOM	Weight	Net
P12DR	1	1		PLT .75" 96 X 326 A36	3657.8341	EA	6656.702	3657.83
				SIDNEY, MT				
				FREIGHT CHARGE				.00
				TOTAL WEIGHT				6656
				TOTAL TAX				226.79
				ORDER AMOUNT				3884.62



State Steel

of South Dakota

- STATE STEEL OF SOUTH DAKOTA
- PHONE (605) 338-9303
- TOLL FREE (800) 658-5522

MAGUIRE
5400 N INTERCHANGE AVE
SIOUX FALLS SD 57104

(SHIP) 58770

INVOICE
SF703035

SHIP

MAGUIRE TANK
PO BOX 1446
SIOUX FALLS SD 57101-1446

10224

SOLD

↓ PLEASE REMIT TO: ↓
 P.O. BOX 3224
 SIOUX CITY, IA 51102

TERMS	CUST. NO.	SOLD BY	SHIP VIA	F.O.B.	SHIP DATE	INVOICE DATE
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1/2% 10 net 30 10224 MP STATE-SF SIOUX FALLS 12/22/25 12/22/25

REFERENCE	QUANTITY	DESCRIPTION	WEIGHT	PRICE / UNIT	NET
S51216JG015	4PC	HR A36 PLATE	22194LB	55.29/CW	\$12271.06T
MT4530	1-1/8	84X207 1-1/8 x 84 x 207			

	\$ 12,271.06
STATE OF SD TAX (4.2%) (SF)	\$ 515.38
SIOUX FALLS TAX (2%)	\$ 245.42
Amount Due	===== \$ 13,031.86

\$ 61.36 DISCOUNT ALLOWED IF PAID BY: 1/ 1/26
 CREDIT WILL NOT BE ALLOWED ON MATERIAL RETURNED WITHOUT AUTHORIZATION