

WATER TOWER EXPERTS

✉ info@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

☎ (605) 334-9749

CONTRACT FOR WATER TOWER SERVICES

This contract made and entered into this 1 day of May, 2020 by and between the Woodland Camping Association, IA 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.

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.

Interior Painting, Vent Install, Cleanout Inspections / Woodland Camping 25MG Waterball Tank

Interior Lining Replacement: 2020

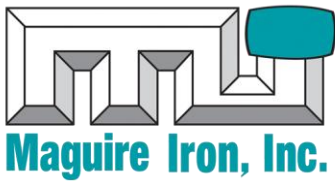
1. Sandblast entire interior wet area, including riser pipe, to near white metal per SSPC SP-10, fully removing interior coating and preparing steel.
2. Apply 2 full coats of NSF 61 approved Epoxy Coating system to achieve a minimum total Dry Film Thickness of 10.0 mils.
3. All welds, seams, and edges to be stripe coated with epoxy coating.
4. Coatings to be applied per coatings manufacturer recommendations.
5. Seal weld plate on tank access hatch when existing venting is present to prevent contamination.
6. Install a sanitary freeze/insect proof compliant roof vent to tank roof. Touch up paint any welding.
7. Interior of tank to be disinfected upon completion. Owner responsible for water testing.
8. Note: Exterior warranty touch will be done at same time for no additional costs.

Total Payment Due upon completion: \$40,750

Interior Cleaning or ROV Inspection: 2023, 2026, 2029

1. Tank interior to be washed down and cleaned out removing all sediment and debris.
2. Tank interior wet, interior dry, and exterior to be inspected to include all coatings, vents, hatches, and screens.
3. Should any emergency repair be necessary, cost and details to be submitted to owner. No extra work to be done without Owner's authorization.
4. Written inspection report to be submitted detailing condition, future servicing recommendations. Report to include compliance with Iowa State Code, AWWA Tank Code, and current OSHA standards.
5. Tank to be disinfected. Owner responsible for water testing.

Total Payment per service and due upon completion: \$2,000



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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, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing. A service charge of 1 ½% 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. This Agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. and signed by the Mayor City Manager or authorized agent for Woodland Camping Association, IA. 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.

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 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: Woodland Camping Association, IA

MAGUIRE IRON, INC.

By: _____
(Name) (Title)

By: _____
(Name) (Title)

By: Jake Dugger 5-1-2020_
(Authorized Agent) (Date)

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