Work Agreement

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MUNICIPAL WELL & PUMP
A Division of Midwest Well Services, Inc.

Date: 8/28/2026

MWP Proposal #: 14434

The undersigned Client hereby instructs Municipal Well & Pump, A Division of Midwest Well Services, Inc. to proceed with the work described below with the understanding that the Terms and Conditions shown attached are hereby incorporated as part of this Work Agreement. The Purchaser further understands that all proposals or estimates, if any, are based on the best information available prior to beginning work AND also understands that the final project scope may vary from the original proposal if conditions, depths or other job factors change during the project. All prices are subject to State and Local Sales and Use Taxes unless a certificate of exemption is provided to Municipal Well & Pump.

Client Information

Company: Dyersville, City of **Contact Name** Terry Recker

Billing Info: 340 1st Ave. E. (Billing Address) Dyersville (City) IA (State) 52040 (Zip)

(563) 875-7724 (Phone) (Fax) trecker@cityofdyersville.com (Email)

Project Information

Project Name: Dyersville Well #4

Description of Work to be Performed:

1. Pitless Spool Replacement
2. Pull & Inspect Pump Assembly
3. Reinstall Pump Assembly
4. Televise Well

Total Project Cost $ 26,710.00

IN WITNESS WHEREOF, this agreement is executed as of the date shown above:

Client	**Contractor**
Dyersville, City of	**Municipal Well and Pump**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
PO Number (if needed)	

Work Agreement Terms

EXCLUSIVE TERMS. These terms govern all Midwest Well Services, Inc. d/b/a Municipal Well & Pump ("Contractor") work. "Client/Owner" (as identified on the front side hereof) have entered into a contract on the terms and conditions set forth herein. These terms are the only terms to which Contractor agrees, and supersede all prior statements, proposals, negotiations, representations, and agreements and shall constitute the entire agreement between Contractor and Client. Any additional or conflicting provision(s) contained in any other form of the Client is hereby expressly objected to by Contractor and shall not modify this Work Agreement.

INVOICES. Invoices will be submitted once a month with payment due within 30 days of the invoice date. A late charge at the rate of 1% per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after said 45 days. Client agrees to pay any and all attorneys' fees and court costs should attorneys be utilized, or court proceedings initiated to collect any past due amounts.

INFORMATION. It is recognized that Client has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Client is obligated to advise Contractor of all or any conditions that may affect Contractor's performance hereunder. Client agrees to provide Contractor with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Contractor for safe, proper and timely performance of the work. Client shall obtain all necessary permits and rights-of-way and indemnify and hold Contractor harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures, which arise out of performance of the work.

LIABILITY. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Client agrees to indemnify and hold Contractor harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Contractor or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Client or others under Client's control, except that this indemnification shall not apply to the extent any demand or cause of action results from Contractor's negligence or intentional misconduct.

PERFORMANCE. Contractor will exercise reasonable skill and judgement in performing the work. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Contractor does not warrant any specific results of any kind.

WARRANTY. Contractor warrants to the original end user, that for a period of one year from the date of startup that the equipment installed by Contractor shall be free from defects in materials and workmanship. This warranty does not include damage due to acts of God, accident, misuse, abuse, negligence, modification, unsuitable environment or improper maintenance. The sole obligation and liability under this warranty will be repair or replacement by Contractor with the same or an equivalent product of the defective portion of the equipment. If a failure is determined to be attributable to materials and/or workmanship during the 1-year warranty period, Contractor will repair or replace the failed components free of charge including our labor.

CHANGED CONDITIONS. The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Contractor prior to the date of this Work Agreement will constitute a materially different site condition entitling Contractor, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities. In any event, Contractor may terminate operations on a site which it believes presents an unreasonable health or safety risk.

DELAYS. Contractor shall have no liability to Client, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder, and any other conditions or events which are beyond the reasonable control of Contractor shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

INTERPRETATION. This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Wisconsin, exclusive of Wisconsin's conflict of laws provisions. Any and all claims, questions or disputes regarding the interpretation performance and enforceability of this Agreement, the rights and remedies of the parties hereunder, and all related actions or counterclaims shall be initiated and or prosecuted exclusively in Dodge County Circuit Court, Juneau, Wisconsin. The parties further agree to submit to the jurisdiction of said courts.

LIEN NOTICE. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.