

CONTRACT FOR SERVICES

This contract made and entered into this 03 day of August, 2023, by and between Glen Rose, TX 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.

City of Glen Rose-Riveted Cone - 50MG

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.

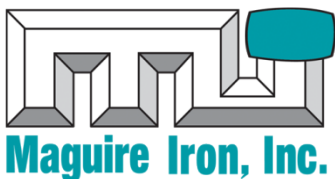
Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of Kem kromic to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (3.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of aluminum alkyd to the complete exterior (100%) shall be applied to the manufacturer's recommendations (1.0 -1.5 mils DFT).

Exterior Sidewall + Logo Notes:

- Due the the existing acrylic coating over the original aluminum coating, the contractor will not warranty the sidewall portion of the tank for failure.
- The exterior sidewall will be prepared using SSPC-12 pressure washing methods. Areas exhibiting flaking and corrosion will be prepared using SP2-3 methods. Contractor will apply one (1) full intermediate coat to the sidewalls and one (1) finish coat of acrylic.
- Contractor will apply two (2) logos per the attached artwork. Logo will be two (2) colors (provided and approved by Owner). Logo location will be confirmed prior to application. Logos will be spaced 180 degrees from each other.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 90,000.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.



WATER TOWER EXPERTS

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

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.

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: Glen Rose, TX City of

By: _____ (Name) _____ (Title)

By: _____ (Name) _____ (Title)

MAGUIRE IRON, INC.

By: Roxana Bagwell (Authorized Agent) 08/03/2023 (Date)

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