



CONTRACT FOR SERVICES

This contract made and entered into this 07 day of February, 2025, by and between Manor, 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.

Clearwell-GST- Logo Application

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.

Misc Steel Repair - Logo Application - See Notes

Notes:

- Contractor will add one (1) logo to the tank. Logo will be stenciled from artwork provided by the Owner. The Owner will approve the location where the logo will be applied to the tank. Logo will be two (2) colors per the artwork provided.
- Prior to painting, the tank surface for the location of the logo will be properly prepared using SSPC-SP12 pressure washing to remove dirt, mildew, etc.
- All coatings will be of industrial-grade and applied per the manufacturer's specifications.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 12,000.00 plus applicable sales, excise, and/or use tax shall become due and payable in full. Contractor may issue a partial invoice for materials, mobilization, and labor for projects exceeding \$50,000.00 prior to the completion of the contracted work.



CONTRACT FOR SERVICES

This contract made and entered into this 29 day of January, 2025, by and between Manor, 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.

Riveted Cone - 50MG - Logo Application

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.

Misc Steel Repair - Logo Application - See Notes

Notes:

- Contractor will add one (1) logo to the tank. Logo will be stenciled from artwork provided by the Owner. The Owner will approve the location where the logo will be applied to the tank. Logo will be two (2) colors per the artwork provided.
- Prior to painting, the tank surface for the location of the logo will be properly prepared using SSPC-SP12 pressure washing to remove dirt, mildew, etc.
- Contractor will paint over the current logo with a coating of similar type and color of the tank. Due to the age of the existing coating, new and existing coatings may not exactly match.
- All coatings will be of industrial-grade and applied per the manufacturer's specifications.
- If owner elects to add a second "Block M with Water Tower and Text" logo to the opposite side, an additional \$8,000 will be added to the sum of services for a total of \$22,500.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$ 14,500.00** plus applicable sales, excise, and/or use tax shall become due and payable in full. Contractor may issue a partial invoice for materials, mobilization, and labor for projects exceeding \$50,000.00 prior to the completion of the contracted work.



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: Manor, TX-City of

By: [Redacted] [Redacted]
(Name) (Title)

By: [Redacted] [Redacted]
(Name) (Title)

MAGUIRE IRON, INC.

By: Roxana Bagwell 01/29/2025
(Authorized Agent) (Date)

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



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FM 973-Intermediate-GST- Logo Application

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.

Misc Steel Repair - Logo Application - See Notes

Notes:

- Contractor will add one (1) logo to the tank. Logo will be stenciled from artwork provided by the Owner. The Owner will approve the location where the logo will be applied to the tank. Logo will be two (2) colors per the artwork provided.
- Prior to painting, the tank surface for the location of the logo will be properly prepared using SSPC-SP12 pressure washing to remove dirt, mildew, etc.
- All coatings will be of industrial-grade and applied per the manufacturer's specifications.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 12,000.00 plus applicable sales, excise, and/or use tax shall become due and payable in full. Contractor may issue a partial invoice for materials, mobilization, and labor for projects exceeding \$50,000.00 prior to the completion of the contracted work.



CONTRACT FOR SERVICES

This contract made and entered into this 12 day of February, 2025, by and between Manor, 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.

Yard Galvanized, Bolted GST - 150MG - Logo Application

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.

Misc Steel Repair - Logo Application - See Notes

Contract Notes

- Contractor will add one (1) logo to the tank. Logo will be stenciled from artwork provided by the Owner. The Owner will approve the location where the logo will be applied to the tank. Logo will be two (2) colors per the artwork provided.
- Prior to painting, the tank surface for the location of the logo will be properly prepared using SSPC-SP12 pressure washing to remove dirt, mildew, etc. A wash primer will be applied to properly prepare the galvanized coatings.
- All coatings will be of industrial-grade and applied per the manufacturer's specifications.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 12,000.00 plus applicable sales, excise, and/or use tax shall become due and payable in full. Contractor may issue a partial invoice for materials, mobilization, and labor for projects exceeding \$50,000.00 prior to the completion of the contracted work.



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: Manor, TX-City of

By: _____ (Name) _____ (Title)

By: _____ (Name) _____ (Title)

MAGUIRE IRON, INC.

By: Roxana Bagwell (Authorized Agent) 02/12/2025 (Date)

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