

Water Tank Maintenance Contract



Owner: City of Willard Missouri

**Tank Description: 500,000 Gallon Pedosphere
Water Tower**

Date: 11/24/2025

WATER TANK MAINTENANCE CONTRACT

This maintenance contract is entered into between City of Willard Missouri, hereinafter referred to in this Agreement as "Owner", and Viking Painting, LLC Painting of Omaha, Nebraska hereinafter referred to in this Agreement as "the Company".

This Agreement shall set forth the full terms and conditions agreed to between the parties about the inspection, care, and maintenance service of the 500,000 Gallon pedosphere water tower at 2454 N State Hwy AB by the Company.

1. Company Responsibilities

The Owner agrees to employ the Company to maintain its water storage tank in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

a. Inspection

The Company will annually inspect and service the tank by visual inspection, Remote Operated Vehicle (ROV) inspection, or drain down inspection. A condition report with photo documentation shall be submitted to the Owner following each inspection. In years where a visual inspection is performed, the company shall climb the tank to inspect all exterior coatings and for any safety, sanitary, security, and structural issues. To avoid potential contamination while the tank is in service, the tank interior wet area shall not be entered during a visual inspection but will be observed and photographed from the roof hatch. ROV inspections are done with the tank full with unit sanitized, and lowered into the water, where photos and video will be taken. In years where a clean-out inspection is performed, the interior wet area of the tank shall be entered, cleaned out, and inspected as further defined in 'part b' below. If any significant repair or need for touch up is observed, the Company will schedule a time for the owner to drain the tank to make necessary repairs.

b. Tank Interior Cleaning

Every 4th year, beginning in 2034 (unless a change in schedule is agreed upon by the Owner and the Company), the tank will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). The tank interior will be rinsed using high-pressure wash equipment. Any necessary coating touch up will be done at time of cleaning to extend coating life. The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced.

c. Disinfection

After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. When ROV inspection is performed, the unit will be sanitized on site prior to use. Water sampling and testing will be the responsibility of the Owner.

d. Painting

The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule provided by the Company, unless otherwise authorized and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing lining and its protective condition. The need for exterior painting will be determined by the appearance and Protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the State, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections.

Repainting under this Agreement constitutes periodic and/or necessary protective maintenance and shall not include full coating replacement or capital improvement work unless separately authorized.

A lock supplied by Owner will be installed on the roof hatch and ladder gate (if applicable) to deter against any unauthorized climbing or entry to the water tank(s). The keys will be retained by the Owner.

e. Engineering Services

The Company shall maintain the tank to include repairs such as manway gaskets and lids, expansion joints, sway rod adjustments, vent screen replacement, and coating repairs. If required by State Statute, drawings, plans, and specifications shall be completed by the Company and submitted to the State for proper project permitting. The cost for submission and permitting is included in the contract price. Any drawings or plans prepared will be for maintenance compliance or documentation and not for new construction or facility improvement.

f. Emergency

The Company will provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site.

g. Exclusions

This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) full coating removal or containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; or (9) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; (10) repair or replacement of any electrical components, wiring, antennas or cables; (11) operation of the water system.

2. INSURANCE

Throughout the duration of the Agreement, as may be renewed from time to time, the Company will maintain the minimum insurance coverage and limits set forth below and furnish current certificates of insurance coverage to the Owner prior to work being performed, or as requested by the Owner. To the fullest extent of the law, Company shall cause the commercial general liability, commercial automotive liability, commercial umbrella, and pollution liability coverage to include the Owner as an additional insured.

- a. Statutory Workers Compensation and Employers Liability with a minimum per occurrence limit of \$1,000,000
- b. Commercial General Liability written on an occurrence form basis with minimum liability limit of \$2,000,000 per occurrence and \$4,000,000 aggregate limit. Coverage shall include; bodily injury, personal injury and death, property damage, contractors liability coverage, contractual liability coverage and completed operations coverage.
- c. Commercial umbrella/excess liability coverage not less than \$5,000,000.
- d. Commercial Automotive Liability with a minimum per occurrence limit of \$1,000,000.
- e. Contractors Pollution Liability inclusive of Environmental Liability coverage not less than \$2,000,000.

3. WORK AUTHORIZATION

In accordance with RSMO 285.530, Company shall provide affirm its enrollment and participation is a federal work authorization program with respect to the employees working in connection with the contracted services by sworn affidavit. In addition, Company shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

4. PREVAILING WAGES

Company shall pay prevailing wages where required by Missouri State Statutes

5. SAFETY TRAINING

The Company and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program, unless they have previously completed the program and have documentation of having done so.

6. TERMINATION

This is an annual agreement and 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 annual anniversary date. Notice of Termination is to be delivered by certified mail to Viking Industrial Painting PO Box 24162 Omaha, Nebraska 68124, and signed by Owner officials. 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. The Company may not terminate the agreement unless the balance due exceeds 90 days past due.

Notwithstanding any other provision of this Agreement, including the notice and anniversary-date requirements, the Owner's financial obligations under this Agreement are contingent upon the appropriation and availability of sufficient funds each fiscal year. The Owner represents that adequate funds have been appropriated for the current fiscal year and agrees to request necessary appropriations for each subsequent year during the term of this Agreement. If, in any future fiscal year, funds are not appropriated or otherwise made available, this Agreement shall automatically terminate at the start of that fiscal year. The Owner shall notify the Company in writing within thirty (30) calendar days of any non-appropriation decision by its governing body; however, failure to provide such notice shall not extend the Agreement beyond the current fiscal year. Upon termination due to non-appropriation, the Owner will pay the Company for all approved charges incurred up to the termination date. The Company waives any claim against the Owner for damages or lost profits resulting from the non-appropriation of funds.

7. COST AND PAYMENT TERMS

The water storage tank shall receive miscellaneous repairs and interior and exterior maintenance, including protective coatings, in accordance with the attached schedule. Coating work shall consist of routine touch-ups and maintenance recoating necessary to preserve existing surfaces. Beginning in 2026 the annual maintenance fee shall be \$101,379. Beginning in 2032 the annual maintenance fee shall be \$31,197; However, each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The first contract year fee, plus all applicable taxes, shall become due on January 1st 2026. Each subsequent annual fee, plus all applicable taxes, shall become due on January 1st of each contract year thereafter. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

8. TANK MODIFICATION

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase in the annual fee.*

9. CHANGES IN LAW

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

10. ASSIGNMENT

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all the obligations of the Owner under this Agreement.

11. INDEMNIFICATION

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. TO THE EXTENT PERMITTED BY LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE OWNER'S SOVEREIGN IMMUNITY, OFFICIAL IMMUNITY, OR ANY OTHER DEFENSES OR IMMUNITIES AVAILABLE TO IT UNDER THE MISSOURI CONSTITUTION, §§ 537.600 TO 537.650, RSMO, OR OTHER APPLICABLE LAW.

12. MISCELLANEOUS

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind

them without further action. If prevailing wages increase at a rate greater than 8 percent per year, Company shall be allowed an adjustment in price.

13. ENTIRE AGREEMENT

This Agreement and referenced incorporated documents constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

14. SEVERABILITY

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

15. VISUAL INSPECTION DISCLAIMER

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for maintenance, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

16. GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

This Agreement signed this _____ day of _____, 20____

OWNER:
City of Willard Missouri

The Company:
Viking Painting, LLC

By: _____

By: *Matt Schultz*

Title: _____

Title: Water Tank Maintenance Consultant

Attested by: _____

Title: _____

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