

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 22nd day of June, 2021 by and between the City of Grand Island, NE 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:

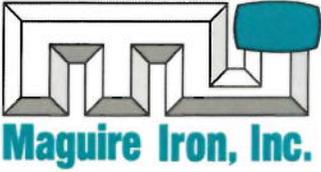
Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Cleaning and/or ROV Inspection Services / Grand Island 2.75MMG Concrete Reservoir

1. A date will be coordinated by both parties for the owner to drain the tank.
2. Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workman like manner.
3. Contractor will furnish a pressure relief valve / blow off valve for use by the city if needed at no charge.
4. Contractor will inspect the tank in accordance with NDHHS, AWWA, and OSHA guidelines to assess the sanitary, safety, structural, security, and coating conditions to include all hatches, vents, and screens.
5. Contractor will pressure wash the Interior wet area of the water tower to remove loose sediment from the tank.
6. Should any emergency repairs be necessary, cost and details to be submitted. No extra work to be done without Owner's authorization.
7. A detailed written report of the findings from the Inspection of the city's water tower including photos will be submitted.
8. After Inspection is complete the interior wet surfaces shall be disinfected per AWWA method 3. Owner responsible for water testing
9. If owner elects not to drain water tank contractor can utilize ROV technologies to perform inspection below the water line.

Total: \$4,000

The first cleanout and inspection service will be done in 2021 with the tank servicing to be done every 3 years. Annual increase will be limited to a maximum of 5% per year in accordance with other water tank contracts.



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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 Grand Island, NE. 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. **This is already included in contract price.** 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.

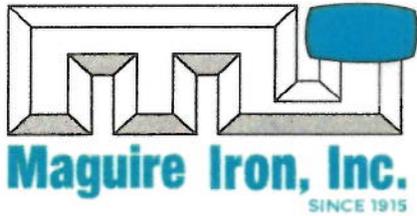
Owner: City of Grand Island, Nebraska

MAGUIRE IRON, INC.

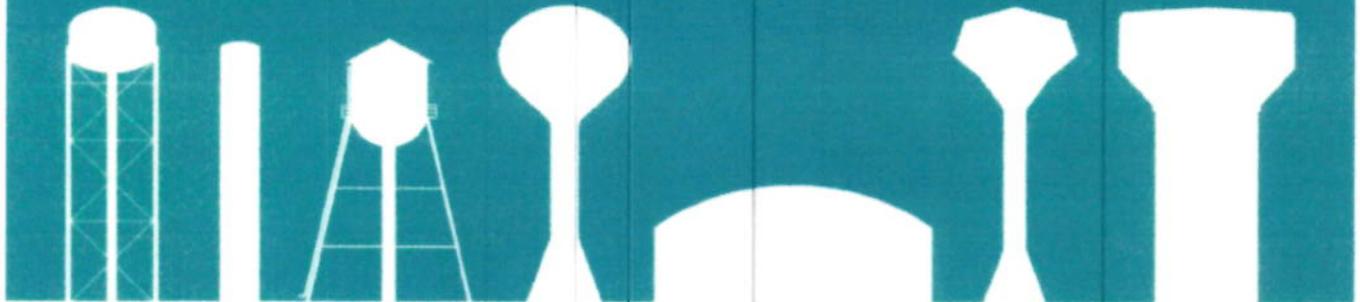
By: Roger H. Steele Mayor
(Name) (Title)

By: Stacy R. Dankof Interim City Attorney By: Jake Dugger 6-4-2021
(Name) (Title) (Authorized Agent) (Date)

Date Accepted: June 23 2021
Upon acceptance, please provide two (2) signatures and date the agreement.



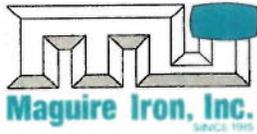
FULL-SERVICE MAINTENANCE PLAN



Burdick 3 Million Ground Storage Grand Island, NE

June 4, 2021

MAGUIREIRON.COM



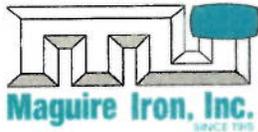
FULL-SERVICE MAINTENANCE PLAN CONTRACT

THIS AGREEMENT is made this ^{22nd} ~~4th~~ day of June, 2021 by and between City of Grand Island, NE 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 referred to in this Agreement as "the Company". This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Burdick 3MG Reservoir GST/Standpipe/P' by the Company as outlined in Schedule A.

1. SCOPE:

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2021 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. **Drainage:** When a cleanout/inspection is done, the tanks 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). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. 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 mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner 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. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.



e. **Emergency:** The Company will provide emergency services, when needed, to perform all repairs covered under this contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. The Company will furnish temporary use of 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. The owner has the option to purchase relief valves for long-term use.

f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) resolution of operational problems or structural damage due to cold weather, acts of terrorism or other "Acts of God"; (3) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (4) riser pipes that are smaller than 36 inches in diameter; (5) insulation, frost jackets, and fill lines; (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) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (8) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (9) repairs to the foundation of the tank; (10) payment of prevailing wages at any time throughout the duration of this agreement; (11) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

2. INSURANCE:

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

3. TERM:

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. 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. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. 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. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

4. COST/PAYMENT TERM:

The cost of the program starting fee is \$48,825. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent (5%) annual increase. Payment Options: _____ quarterly, _____ semi-annually, or _____ annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.



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5. 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 to the annual fee.*

6. 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.

7. ASSIGNMENT:

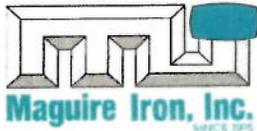
The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the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

8. 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. 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.

9. REMEDIES:

Company or Owner shall in no event be liable for consequential, incidental or punitive damages whatsoever. In the event of a dispute involving this Agreement or arising out the laws of the State of Nebraska shall govern and interpret this Agreement without regard to conflict of law principles or the location of the execution or performance of this Agreement.



10. 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.

11. ENTIRE AGREEMENT:

This Agreement 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.

12. 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.

13. 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 repairs, 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.).

Owner: City of Grand Island, NE

MAGUIRE IRON, INC.

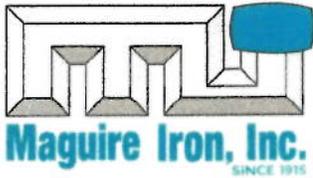
By: Roger H. Steele Mayer
(Name) (Title)

By: Stacy R. Jankof Interim City Attorney By: Jake Dugger 6/4/2021
(Name) (Title) Jake Dugger Date

Date Accepted: June 23, 2021
Upon acceptance, please provide two (2) signatures and date the agreement.

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 Workman's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.



Exterior Renovation

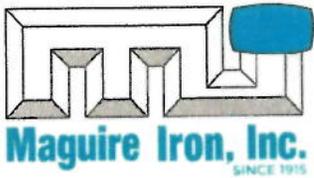
- Contractor will pressure wash the complete exterior in accordance with SSPC SP No. 12
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness
- Contractor will apply one (1) full coat of polyurethane to the complete exterior (100%).
- Coatings shall be applied to the manufacturer's recommendations

Interior Wet Renovation

- Contractor will abrasive blastclean the complete interior (100%) to an SSPC - SP No. 10
- "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
 - Contractor will apply one (1) prime coat of zinc to the complete interior (100%). Coatings shall be applied to the manufacturer's recommended film thickness
 - Contractor will apply one additional coat of epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
 - Contractor will apply one (1) complete coat of Epoxy to the complete interior (100%). Coatings shall be applied to the manufacturer's recommendations
 - After painting and curing schedule is complete, interior wet surfaces are to be disinfected AWWA method #3.

Cleanout and Inspection

- A date will be coordinated by both parties for the owner to drain the tank.
- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workman like manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the city if needed at no charge.
- Contractor will inspect the tank in accordance with NDHHS, AWWA, and OSHA guidelines to assess the sanitary, safety, structural, security, and coating conditions to include all hatches, vents, and screens.
- Contractor will pressure wash the Interior wet area of the water tower to remove loose sediment from the tank.
- A detailed written report of the findings from the Inspection of the city's water tower including photos will be submitted.
- After Inspection is complete the interior wet surfaces shall be disinfected per AWWA method 3. Owner responsible for water testing



ROV Water Tank Inspection

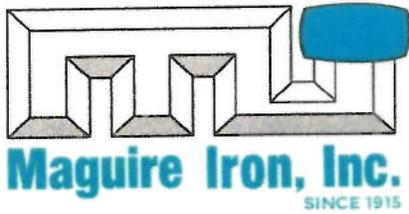
- Tank to remain in service during the inspection procedure.
- Tank interior wet area to be inspected with an ROV (remote operated vehicle) to assess sediment accumulation, coating condition and overall tank integrity.
- ROV to be disinfected with 200ppm chlorine solution prior to immersion.
- Tank exterior to be visually inspected for all sanitary, safety, structural, security, and coating conditions per AWWA and State Code.
- Written inspection report to be submitted detailing condition, future servicing. Report to include digital pictures and/or video documentation.
- Owner to be responsible for water testing if required.

Visual Inspection

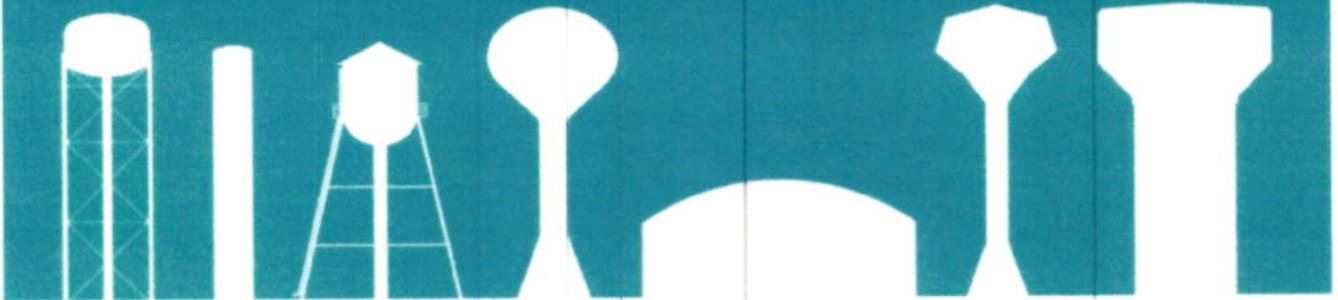
1. A date will be coordinated by both parties for the tower inspection.
2. Contractor will inspect the tank in accordance with STATE, AWWA, and OSHA guidelines to assess the sanitary, safety, structural, security, and coating conditions to include all hatches, vents, and screens.
3. A detailed written report of the findings from the Inspection of the city's water tower including photos will be submitted.

Exterior Tank Pressure Washing

- Contractor will pressure wash the exterior of owners elevated water storage tank, from the top to tank sidewall to ground level to remove dirt and mildew buildup.



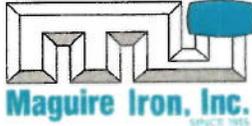
FULL-SERVICE MAINTENANCE PLAN



Olson 2 Million Composite Grand Island, NE

June 4, 2021

MAGUIREIRON.COM



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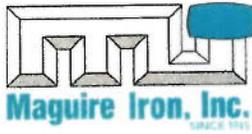
FULL-SERVICE MAINTENANCE PLAN CONTRACT

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1. SCOPE:

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2021 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. **Drainage:** When a cleanout/inspection is done, the tanks 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). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. 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 mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner 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. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.



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e. Emergency: The Company will provide emergency services, when needed, to perform all repairs covered under this contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. The Company will furnish temporary use of 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. The owner has the option to purchase relief valves for long-term use.

f. Exclusions: This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) resolution of operational problems or structural damage due to cold weather, acts of terrorism or other "Acts of God"; (3) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (4) riser pipes that are smaller than 36 inches in diameter; (5) insulation, frost jackets, and fill lines; (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) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (8) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (9) repairs to the foundation of the tank; (10) payment of prevailing wages at any time throughout the duration of this agreement; (11) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

2. INSURANCE:

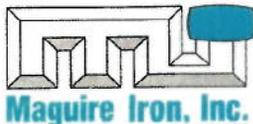
The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

3. TERM:

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. 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. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. 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. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

4. COST/PAYMENT TERM:

The cost of the program has a starting fee of \$40,300. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent (5%) annual increase. Payment Options: _____ quarterly, _____ semi-annually, or _____ annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.



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5. 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 to the annual fee.*

6. 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.

7. ASSIGNMENT:

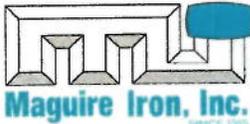
The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the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

8. 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. 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.

9. REMEDIES:

Company or Owner shall in no event be liable for consequential, incidental or punitive damages whatsoever. In the event of a dispute involving this Agreement or arising out the laws of the State of Nebraska shall govern and interpret this Agreement without regard to conflict of law principles or the location of the execution or performance of this Agreement.



10. 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.

11. ENTIRE AGREEMENT:

This Agreement 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.

12. 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.

13. 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 repairs, 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.).

Owner: City of Grand Island, NE

MAGUIRE IRON, INC.

By: Roger H. Steele Mayer
(Name) (Title)

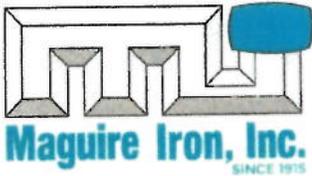
By: Jacqui Link Interim City Attorney
(Name) (Title)

By: Jake Dugger 6/4/2021
Jake Dugger Date

Date Accepted: June 23 2021
Upon acceptance, please provide two (2) signatures and date the agreement.

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 Workman'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 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 epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness
- Contractor will apply one (1) full coat of polyurethane to the complete exterior (100%).
- Coatings shall be applied to the manufacturer's recommendations

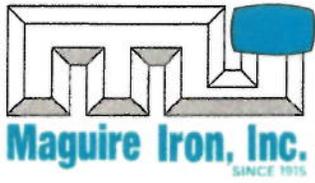
Interior Wet Renovation

Contractor will abrasive blastclean the complete interior (100%) to an SSPC - SP No. 10

- "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of zinc to the complete interior (100%). Coatings shall be applied to the manufacturer's recommended film thickness
- Contractor will apply one additional coat of epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) complete coat of Epoxy to the complete interior (100%). Coatings shall be applied to the manufacturer's recommendations
- After painting and curing schedule is complete, interior wet surfaces are to be disinfected AWWA method #3.

Cleanout and Inspection

- A date will be coordinated by both parties for the owner to drain the tank.
- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workman like manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the city if needed at no charge.
- Contractor will inspect the tank in accordance with NDHHS, AWWA, and OSHA guidelines to assess the sanitary, safety, structural, security, and coating conditions to include all hatches, vents, and screens.
- Contractor will pressure wash the Interior wet area of the water tower to remove loose sediment from the tank.
- A detailed written report of the findings from the Inspection of the city's water tower including photos will be submitted.
- After Inspection is complete the interior wet surfaces shall be disinfected per AWWA method 3. Owner responsible for water testing



ROV Water Tank Inspection

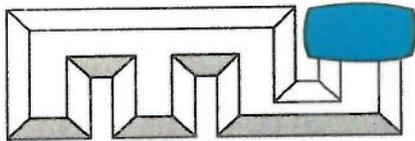
- Tank to remain in service during the inspection procedure.
- Tank interior wet area to be inspected with an ROV (remote operated vehicle) to assess sediment accumulation, coating condition and overall tank integrity.
- ROV to be disinfected with 200ppm chlorine solution prior to immersion.
- Tank exterior to be visually inspected for all sanitary, safety, structural, security, and coating conditions per AWWA and State Code.
- Written inspection report to be submitted detailing condition, future servicing. Report to include digital pictures and/or video documentation.
- Owner to be responsible for water testing if required.

Visual Inspection

1. A date will be coordinated by both parties for the tower inspection.
2. Contractor will inspect the tank in accordance with STATE, AWWA, and OSHA guidelines to assess the sanitary, safety, structural, security, and coating conditions to include all hatches, vents, and screens.
3. A detailed written report of the findings from the Inspection of the city's water tower including photos will be submitted.

Exterior Tank Pressure Washing

- Contractor will pressure wash the exterior of owners elevated water storage tank, from the top to tank sidewall to ground level to remove dirt and mildew buildup.



Maguire Iron, Inc.
SINCE 1915

FULL-SERVICE MAINTENANCE PLAN



Rogers 3 Million Gallon Reservoir #1 Grand Island, NE

June 4, 2021

MAGUIREIRON.COM



WATER TOWER EXPERTS



P.O. Box 1446
Sioux Falls, SD 57101
Phone: (605) 334-9749
Fax: (605) 334-9752
info@maguireiron.com

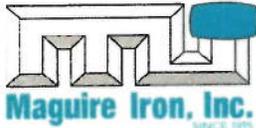
FULL-SERVICE MAINTENANCE PLAN CONTRACT

THIS AGREEMENT is made this 4th day of June, 2021 by and between City of Grand Island, NE 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 referred to in this Agreement as "the Company". This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Rogers Reservoir #1 (Ground Storage) by the Company as outlined in Schedule A.

1. SCOPE:

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2021 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. **Drainage:** When a cleanout/inspection is done, the tanks 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). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. 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 mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner 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. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.



WATER TOWER EXPERTS



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e. Emergency: The Company will provide emergency services, when needed, to perform all repairs covered under this contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. The Company will furnish temporary use of 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. The owner has the option to purchase relief valves for long-term use.

f. Exclusions: This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) resolution of operational problems or structural damage due to cold weather, acts of terrorism or other "Acts of God"; (3) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (4) riser pipes that are smaller than 36 inches in diameter; (5) insulation, frost jackets, and fill lines; (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) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (8) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (9) repairs to the foundation of the tank; (10) payment of prevailing wages at any time throughout the duration of this agreement; (11) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

2. INSURANCE:

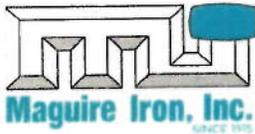
The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

3. TERM:

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. 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. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. 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. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

4. COST/PAYMENT TERM:

The cost of the program starting fee is \$48,850. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent (5%) annual increase. Payment Options: _____ quarterly, _____ semi-annually, or _____ annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.



WATER TOWER EXPERTS



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5. 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 to the annual fee.*

6. 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.

7. ASSIGNMENT:

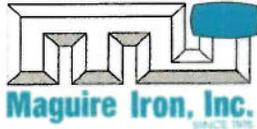
The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the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

8. 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. 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.

9. REMEDIES:

Company or Owner shall in no event be liable for consequential, incidental or punitive damages whatsoever. In the event of a dispute involving this Agreement or arising out the laws of the State of Nebraska shall govern and interpret this Agreement without regard to conflict of law principles or the location of the execution or performance of this Agreement.



10. 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.

11. ENTIRE AGREEMENT:

This Agreement 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.

12. 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.

13. 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 repairs, 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.).

Owner: City of Grand Island, NE

MAGUIRE IRON, INC.

By: Rogert Steele Mayor
(Name) (Title)

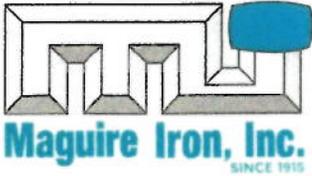
By: Stacy R. Wank Interim City Attorney
(Name) (Title)

By: Jake Dugger 6/4/2021
Jake Dugger Date

Date Accepted: June 23, 2021
Upon acceptance, please provide two (2) signatures and date the agreement.

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 Workman'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 in accordance with SSPC SP No. 12
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas
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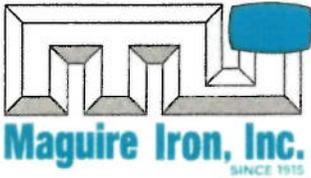
Interior Wet Renovation

Contractor will abrasive blastclean the complete interior (100%) to an SSPC - SP No. 10

- "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of zinc to the complete interior (100%). Coatings shall be applied to the manufacturer's recommended film thickness
- Contractor will apply one additional coat of epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
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Cleanout and Inspection

- A date will be coordinated by both parties for the owner to drain the tank.
- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workman like manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the city if needed at no charge.
- Contractor will inspect the tank in accordance with NDHHS, AWWA, and OSHA guidelines to assess the sanitary, safety, structural, security, and coating conditions to include all hatches, vents, and screens.
- Contractor will pressure wash the Interior wet area of the water tower to remove loose sediment from the tank.
- A detailed written report of the findings from the Inspection of the city's water tower including photos will be submitted.
- After Inspection is complete the interior wet surfaces shall be disinfected per AWWA method 3. Owner responsible for water testing



ROV Water Tank Inspection

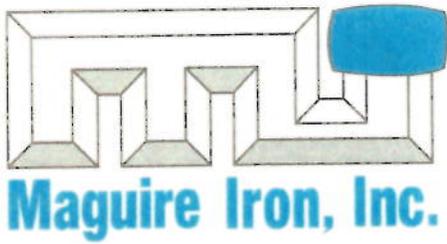
- Tank to remain in service during the inspection procedure.
- Tank interior wet area to be inspected with an ROV (remote operated vehicle) to assess sediment accumulation, coating condition and overall tank integrity.
- ROV to be disinfected with 200ppm chlorine solution prior to immersion.
- Tank exterior to be visually inspected for all sanitary, safety, structural, security, and coating conditions per AWWA and State Code.
- Written inspection report to be submitted detailing condition, future servicing. Report to include digital pictures and/or video documentation.
- Owner to be responsible for water testing if required.

Visual Inspection

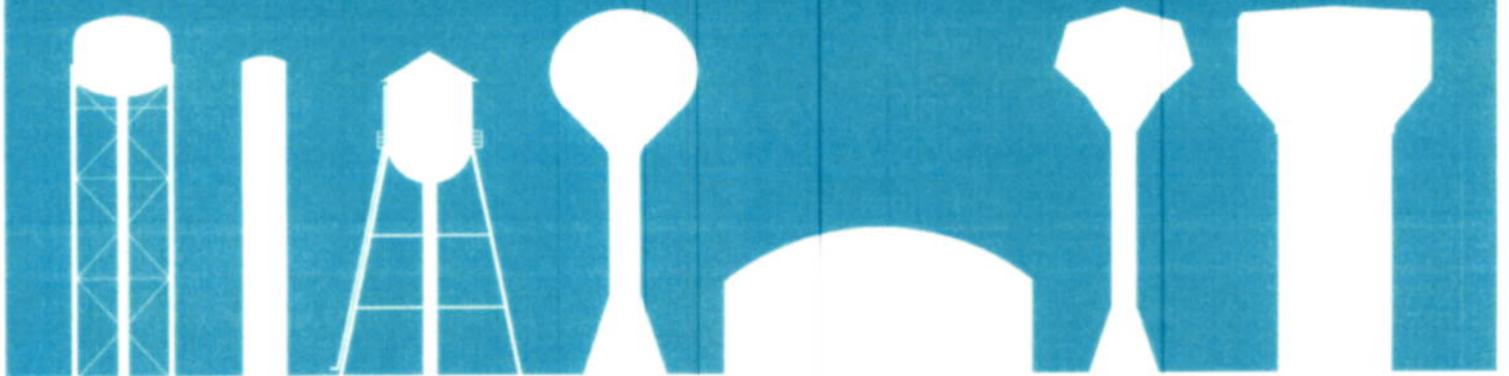
1. A date will be coordinated by both parties for the tower inspection.
2. Contractor will inspect the tank in accordance with STATE, AWWA, and OSHA guidelines to assess the sanitary, safety, structural, security, and coating conditions to include all hatches, vents, and screens.
3. A detailed written report of the findings from the Inspection of the city's water tower including photos will be submitted.

Exterior Tank Pressure Washing

- Contractor will pressure wash the exterior of owners elevated water storage tank, from the top to tank sidewall to ground level to remove dirt and mildew buildup.



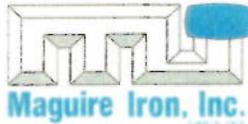
LIMITED MAINTENANCE PLAN



**Rogers 3 Million Gallon Reservoir #2
Grand Island, NE**

June 4, 2021

MAGUIREIRON.COM



WATER TOWER EXPERTS



P.O. Box 1446
Sioux Falls, SD 57101
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Fax: (605) 334-9752
info@maguireiron.com

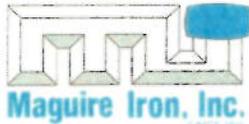
FULL-SERVICE MAINTENANCE PLAN CONTRACT

THIS AGREEMENT is made this 4th day of June, 2021 by and between City of Grand Island, NE 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 referred to in this Agreement as "the Company". This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, and rehabilitation of the Rogers Concrete Reservoir #1 GST/Standpipe by the Company as outlined in Schedule A.

1. SCOPE:

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2021 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. **Drainage:** When a cleanout/inspection is done, the tanks 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). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. **Painting:** The Company will clean and repaint the exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. 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. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.



- e. **Emergency:** The Company will provide emergency services, when needed, to perform all repairs covered under this contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. The Company will furnish temporary use of 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. The owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) resolution of operational problems or structural damage due to cold weather, acts of terrorism or other "Acts of God"; (3) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (4) riser pipes that are smaller than 36 inches in diameter; (5) insulation, frost jackets, and fill lines; (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) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (8) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (9) repairs to the foundation of the tank; (10) payment of prevailing wages at any time throughout the duration of this agreement; (11) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

2. INSURANCE:

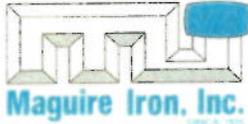
The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed.

3. TERM:

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. 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. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. 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. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

4. COST/PAYMENT TERM:

The cost of the program has a starting fee of \$12,000. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent (5%) annual increase. Payment Options: _____ quarterly, _____ semi-annually, or _____ annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.



5. 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 to the annual fee.*

6. 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.

7. ASSIGNMENT:

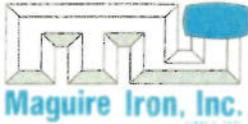
The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the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

8. 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. 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.

9. REMEDIES:

Company or Owner shall in no event be liable for consequential, incidental or punitive damages whatsoever. In the event of a dispute involving this Agreement or arising out the laws of the State of Nebraska shall govern and interpret this Agreement without regard to conflict of law principles or the location of the execution or performance of this Agreement.



10. 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.

11. ENTIRE AGREEMENT:

This Agreement 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.

12. 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.

13. 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 repairs, 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.).

Owner: City of Grand Island, NE

MAGUIRE IRON, INC.

By: Roger S. Steele Mayor
(Name) (Title)

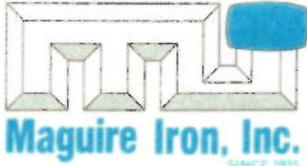
By: Stacy R. Dankof Interim City Attorney
(Name) (Title)

By: Jake Dugger 6/4/2021
Jake Dugger Date

Date Accepted: June 23, 2021
Upon acceptance, please provide two (2) signatures and date the agreement.

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 Workman's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.



WATER TOWER EXPERTS

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

Exterior Renovation

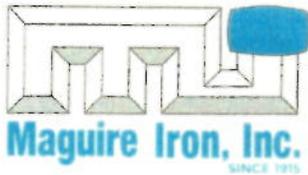
- Contractor will pressure wash the complete exterior in accordance with SSPC SP No. 12
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas
- Contractor will apply one (1) spot coat of acrylic to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness
- Contractor will apply one (1) full coat of acrylic to the complete exterior (100%). Coatings shall be applied to the manufacturer's recommendations

Cleanout and Inspection

- A date will be coordinated by both parties for the owner to drain the tank.
- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workman like manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the city if needed at no charge.
- Contractor will inspect the tank in accordance with NDHHS, AWWA, and OSHA guidelines to assess the sanitary, safety, structural, security, and coating conditions to include all hatches, vents, and screens.
- Contractor will pressure wash the Interior wet area of the water tower to remove loose sediment from the tank.
- A detailed written report of the findings from the Inspection of the city's water tower including photos will be submitted.
- After Inspection is complete the interior wet surfaces shall be disinfected per AWWA method 3. Owner responsible for water testing

ROV Water Tank Inspection

- Tank to remain in service during the inspection procedure.
- Tank interior wet area to be inspected with an ROV (remote operated vehicle) to assess sediment accumulation, coating condition and overall tank integrity.
- ROV to be disinfected with 200ppm chlorine solution prior to immersion.
- Tank exterior to be visually inspected for all sanitary, safety, structural, security, and coating conditions per AWWA and State Code.
- Written inspection report to be submitted detailing condition, future servicing. Report to include digital pictures and/or video documentation.
- Owner to be responsible for water testing if required.



WATER TOWER EXPERTS



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Visual Inspection

1. A date will be coordinated by both parties for the tower inspection.
2. Contractor will inspect the tank in accordance with STATE, AWWA, and OSHA guidelines to assess the sanitary, safety, structural, security, and coating conditions to include all hatches, vents, and screens.
3. A detailed written report of the findings from the Inspection of the city's water tower including photos will be submitted.

Exterior Tank Pressure Washing

- Contractor will pressure wash the exterior of owners elevated water storage tank, from the top to tank sidewall to ground level to remove dirt and mildew buildup.