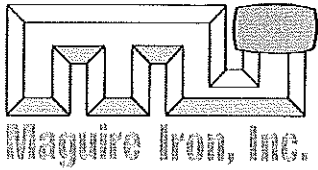


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WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave.
Sioux Falls, SD 57104
☎ (605) 884-9749

CONTRACT FOR SERVICES

This contract made and entered into this 09 day of March, 2023, by and between EARLHAM, 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.

Earlham 200MG Sphere / Washout Inspection Service Agreement

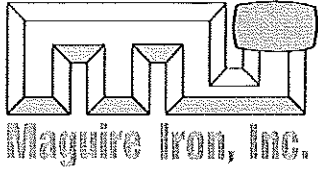
WITNESSETH:

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

Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 13,250.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 16101M Minutes 067 Ave
Stouffville, ON R3R 1G4
☎ (605) 354-9749

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: EARLHAM, CITY OF

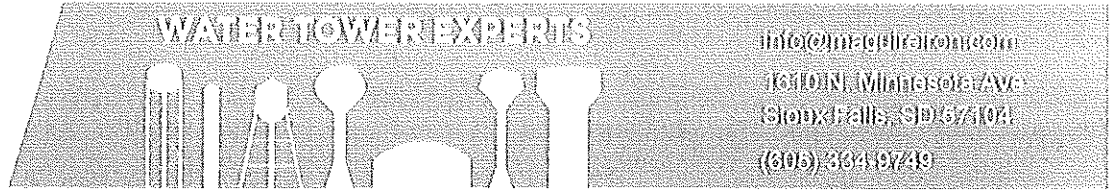
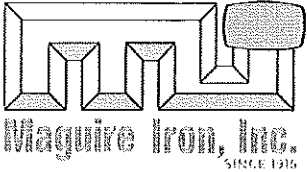
MAGUIRE IRON, INC.

By: _____ (Name) _____ (Title)

By: _____ (Name) _____ (Title)

By: Jake Dugger 03/09/2023
(Authorized Agent) (Date)

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



Schedule A: Cost Schedule

EARLHAM, CITY OF Sphere 200 MG		
Year	Service	Annual Spend
Year: 1	Clean Out / ROV	\$2,650.00
Year: 2	No Service	\$0.00
Year: 3	Clean Out / ROV	\$2,650.00
Year: 4	No Service	\$0.00
Year: 5	Clean Out / ROV	\$2,650.00
Year: 6	No Service	\$0.00
Year: 7	Clean Out / ROV	\$2,650.00
Year: 8	No Service	\$0.00
Year: 9	Clean Out / ROV	\$2,650.00
Year: 10	No Service	\$0.00