



CONTRACT

This contract made and entered into this _____ day of _____, 2016 by and between the Village Of Orland Park, Illinois hereinafter called the "Owner" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" 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 300,000 gallon Single Pedestal 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.

- Furnish and install a new 12 inch FF bellows type expansion joint in same pit location as old one
- Leave old expansion joint on site for disposal or salvage by Owner.
- Weld leak in tank at the pipe-tank junction.

Owner to make jobsite accessible to Contractor to include having the tank drained at the scheduled time.

- Additional charges of \$598 per crew hour will be assessed for time spent waiting to access the tank interior if tank is not drained and available as scheduled.

Contractor guarantees all work performed under this contract for a period of one year from the date of acceptance by the Owner.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 26,019, plus applicable sales and/or use tax shall become due and payable in full. 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.

Terms: Net 30 days from acceptance and invoicing. A service charge of 1 1/2% per month (annual rate of 18%) will be charged on past due accounts.

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.

LEAD BASE PAINT DISCLAIMER:

In the event that lead base paint is 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 lead containment 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.

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. *Upon acceptance, please provide two (2) signatures and date the agreement.*

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

Owner: Village of Orland Park, Illinois

MAGUIRE IRON, INC.

By _____
(Title)

Tom Street *3-2-16*

By _____
(Title)

By Tom Street - Field Rep (Date)
(Authorized Agent)

Date Accepted: _____