

## **MEMORANDUM**

**TO: Programs, Projects and Operations Subcommittee**

**FROM: Dick Sklenar, Project Manager**

**SUBJECT: Logo on Blair Water Tower**

**DATE: February 26, 2007**

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A few Board members have inquired over the past 12 months about the possibility of applying the District logo to the Blair water tower along Hwy 133, which was completed in 2005. Only the west side of the water tower is available for the application. The City's logo, high school logo, and Dana College logo are already painted on. The City has no objection to the placement of the District logo.

Maguire Iron, Inc., a leading contractor in the Midwest for the erection and maintenance of water towers, provided a written proposal for painting the District logo. A one color (black) painted logo amounts to \$11,670. A multi-colored logo (3 colors) would add \$3,770 to the project (\$15,440 Total).

Consideration for implementing this work is up for discussion with the Subcommittee.



# CONTRACT

P.O. BOX 1446  
SIOUX FALLS, SD 57101  
PHONE (605) 334-9749  
FAX (605) 334-9752  
AFTER HOURS (605) 334-0029  
www.maguireiron.com

**Maguire Iron, Inc.**

**WATER TOWER SPECIALISTS - ESTABLISHED 1915**

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2007** by and between the

Papio-Missouri River Natural Resources District 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 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.

**Logo to be installed on the Million Gallon Composite Tank owned by The City of Blair, Nebraska as follows:**

1. Logo to be 20' in Diameter using sample furnished by the Papio-Missouri River NRD.
2. Location to be approved by the NRD.
3. Logo to be painted on using Tnemec Series 1074U Endura-Shield II 35GR Black.

Optional - Logo to be applied as above using Tnemec Series 1074U Endura-Shield II (three color).  
Maguire Iron to furnish color card, Papio-Missouri River NRD to select colors.

**Add - \$3,770.00 to the cost quoted below**

Owner will inspect the work as it progresses and upon completion and acceptance by owner of the above work, the sum of \$ 11,670.00 plus applicable sales and/or use tax shall become due and payable in full. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage.

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 systems(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.

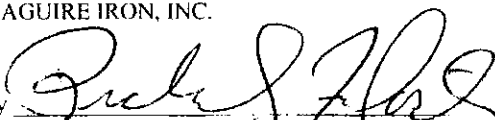
This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

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

Owner Papio-Missouri River Natural Resources District

MAGUIRE IRON, INC.

By \_\_\_\_\_  
Title

By   
(Authorized Agent)

Attest \_\_\_\_\_  
Title

- Water Tanks and Towers
- Fabricating
- Erecting
- Repairing
- Painting
- New and Used Tanks