1

Release of Claims

RELEASE OF CLAIMS

CONTRACTOR, on behalf of itself, its subsidiaries, its affiliated entities, and each of their partners, respective shareholders, directors, officers, employees, agents, and attorneys and their predecessors, successors, and assigns (collectively "CONTRACTOR") hereby waives, releases and discharges OWNER, its officers, directors, employees and agents from and all actions, causes of action, claims and liabilities of any kind which in any manner arise from, relate to or are involved by CONTRACTOR's WORK on the PROJECT (18th Avenue PCC Widening Project) as defined by the CONTRACT DOCUMENTS. The waived, released and discharged actions, causes of action, claims and liabilities shall be forever barred once CONTRACTOR accepts final payment.

CONTRACTOR: **(Midwest Concrete Inc.)**

By: _____

Name: _____
PRINT

Title: Owner

Date:_____

OWNER: **(CITY OF HIAWATHA, Iowa)**

By:_____

Name:__William Bennett_____
PRINT

Title:__Mayor_____

Date: _____

1 **Statement of Final Completion and Owner's Acceptance of the Work**

Iowa Guide 34a

Iowa Instruction 1942-A

STATEMENT OF FINAL COMPLETION AND OWNER'S ACCEPTANCE OF THE WORK

PROJECT:

18th Avenue PCC Widening Project

DESIGN ENGINEER /ARCHITECT:

Hall and Hall Engineers Inc.

OWNER:

City of Hiawatha, IOWA

CONTRACTOR:

Midwest Concrete Inc.

I, the undersigned City Engineer do hereby state that:

1. The construction provided for pursuant to CONTRACT DOCUMENTS including all approved amendments and Change Orders, hereafter called the WORK between the OWNER and CONTRACTOR has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the CONTRACT DOCUMENTS.

2. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the WORK performed in accordance with the CONTRACT DOCUMENTS.

3. The total cost of the WORK as completed is **$ 89,146.33**.

I recommend, under the provisions of the CONTRACT DOCUMENTS, that the WORK be accepted and that the final payment be made according to the contract documents.

City Engineer

By _____ Date January 8, 2020

The CONTRACTOR shall guarantee materials and equipment furnished and construction performed by providing a PERFORMANCE BOND which shall remain in full force and effect for a period of four years from date of acceptance by OWNER.

Accepted By CONTRACTOR

By _____

Title _____

Date _____

Accepted BY OWNER

By _____

Title William Bennett, Mayor

Date _____

(4-7-97) SPN 508

RESOLUTION NO. 20-
City Council

RESOLUTION ACCEPTING THE 2019 18TH AVENUE PCC PAVEMENT WIDENING PROJECT

WHEREAS, the City Council of the City of Hiawatha contracted with Midwest Concrete, of Peosta, Iowa for the 2019 18th Avenue PCC Pavement Widening Project, and

WHEREAS, the City Engineer inspected the work covered by the Public Improvement Contract between the City of Hiawatha and Midwest Concrete on the 2019 18th Avenue PCC Pavement Widening Project, and certified the contract work was substantially completed on December 1, 2019, and

WHEREAS, the City of Hiawatha has received recommendation from the City Engineer for acceptance of the 2019 18th Avenue PCC Pavement Widening Project, and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA to accept the public improvement contract work in connection with the 2019 18th Avenue PCC Pavement Widening Project, and direct the City Engineer to sign the Certification of Completion.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 15th day of January, 2020.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, City Clerk