

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Oelwein
Engineer: FOX Strand Engineer's Project No.: 3406-18A
Contractor: Summers' Enterprise, Inc.
Project: Oelwein 2021 Water Main Improvements
Notice Date: 3/23/2023 Effective Date of the Construction Contract: 4/5/2021

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated December 10, 2019 ("Owner-Engineer Agreement").

The work was completed on **November 7, 2022**. The Contract completion date is January 11, 2021 plus additional 15 calendar days per Change Order No. 5.

The total amount due to the contractor for the fulfillment of said Contract is **\$1,108,271.13** minus any Council determined set-offs.

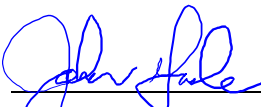
Ninety-five percent (95%) of the total amount due to the contractor should be paid after acceptance of the construction by the Owner. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the Owner provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the Owner.

This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

Signed:

FOX Strand
 By *(signature)*: 
 Name *(printed)*: John Gade, P.E.
 Date: 3/23/2023
 Title: Project Manager
 Iowa Registration No.: 16015

Accepted by:

Owner: _____
 Resolution: _____
 Signed: _____
 Title: _____
 Date: _____
 Attest: _____

Distribution:

Engineer
 Contractor
 Owner