

AGENDA
DRAINAGE DISTRICT 25 COMPLETION HEARING
Wednesday, June 2, 2021 11:00 AM
Large Conference Room, Lower Level of Courthouse
This meeting will be held electronically and in-person due to Covid-19 concerns.
To access the meeting call: 1-(312)-626-6799, when prompted enter meeting
ID code: 820 7567 2007
You can also access the meeting online at:
<https://us02web.zoom.us/j/82075672007>

1. Open Meeting
2. Approve Agenda
3. Introductions/Attendance
4. Open Public Hearing
5. Verify Publication
Published in the Times-Citizen on May 19, 2021.
6. Explanation Of Project

Documents:

[DD 25 WO 1 - 6501 COMPLETION REPORT 04_29_21.PDF](#)
7. Written Or Verbal Comments/Discussion
8. Damage Claims
9. Close Public Hearing
10. Possible Action
Approve Completion of Project
Approve Final Pay Estimate
Approve Damage Claims
11. Other Business
12. Adjourn Meeting

HARDIN COUNTY, IOWA

2021



**COMPLETION REPORT
ON REPAIRS TO
MAIN TILE &
LATERAL 3 TILE,
DRAINAGE DISTRICT 25
HARDIN COUNTY,
IOWA**



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

LEE O. GALLENTINE, P.E.

DATE

LICENSE NUMBER: 15745
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHOWN ON TABLE OF CONTENTS

CGA
ENGINEERS • LAND SURVEYORS

CLAPSADDLE-GARBER ASSOCIATES OFFICE LOCATIONS

16 East Main Street, PO Box 754 | Marshalltown, IA 50158
1523 S. Bell Avenue, Suite 101 | Ames, IA 50010
5106 Nordic Drive | Cedar Falls, IA 50613
739 Park Avenue | Ackley, IA 50601
511 Bank Street | Webster City, IA 50595

Project Office
739 Park Avenue
Ackley, IA. 50601
Phone: 641-847-3273
Fax: 641-847-2303

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Project Timeline

The Hardin County Board of Supervisors, acting as District Trustees, requested Ryken Engineering to investigate and report concerning repairs and improvements to the Lateral 3 tile, Drainage District No. 25. As a result, Ryken Engineering generated an Engineer's Report dated April 21, 2015 summarizing past improvements and repairs, investigating the necessity and feasibility of repairs or improvements to the Lateral 3 tile, and presenting opinions of construction costs associated with said repairs and improvements. The Engineer's Report was presented at the June 17, 2015 hearing with the District Trustees and landowners. At this hearing, action was tabled until an Engineer's Report concerning improvements to the Main tile could be completed. An Engineer's Report dated April 12, 2016 summarizing past improvements and repairs, investigating the necessity and feasibility of improvements to the Main tile, and presenting opinions of construction costs associated with said improvements. At the hearing conducted on June 8, 2016, a remonstrance was filed stopping the improvement portion of the reports. However, at this hearing there was support for the repairs of the Lateral 3 tile and Main tile. As a result, the Trustees authorized Ryken Engineering to proceed with completion of project plans and specifications for the repair portions of the project (as presented in said reports and discussed at the hearings) and proceed with a bid letting.

Ryken Engineering completed the authorized plans and specifications and a bid letting of March 8, 2017 was set. Bids were received and a contract was entered into. However, a permit to cross the UPRR was never approved by the UPRR due to their lack of response and shifting review comments. Therefore, this contract was canceled. After finally receiving an approved permit from the UPRR, Clapsaddle Garber Associates revised the plans and specifications, the project was combined with a repair in Drainage District 1, and a bid letting date of February 13, 2019 was set. The project was advertised, and bids were received from qualified contractors. The following bids for said repairs for this district were received:

	Contractor	Bid Amount
1.	McDowell and Sons Contractors Inc	\$194,931.30
2.	Gehrke Inc	\$383,821.25

The District Trustees identified McDowell and Sons Contractors Inc as the lowest responsible bidder for the joint project and awarded the project to them. The contract was signed on March 18, 2019. Construction activities for the entire contract were started on September 16, 2019. During the construction period, the weather was primarily favorable for construction, but several project scope changes and additional UPRR permitting requirements occurred. However, substantial completion for the entire contract was achieved on August 13, 2020 (approximately 2 weeks before the latest contract completion date).

Project Deviations

This project followed the authorized plans and specifications, with the following deviations (for reference see as-built plan sheets included in Appendix M):

1. During construction of the Lateral 3 tile, the casing pipe under the UPRR right of way required changes due to UPRR comments. This resulted in no change in the contract price, but a change in the substantial completion date to April 1, 2020.
2. During construction of the Lateral 3 tile, it was discovered that there were actually 2 tiles (1 private and 1 district) crossing the UPRR in the vicinity of construction. As a result, the proposed crossing was upsized to accommodate both tiles. This resulted in an increase of \$25,605.00 and a change in the substantial completion date to June 30, 2020.
3. During construction of the Lateral 3 tile, it was discovered that the deeper tile (described above) did not have an outlet and was not connected to the Main tile. As a result, an outlet to the Main tile at the correct elevation had to be constructed. This resulted in an increase of \$45,223.75 and no change to the substantial completion date.
4. For a brief period during construction of the Lateral 3 tile, the weather conditions were not favorable for construction and the additional pipe footage required additional time to install. This resulted in no change in the contract price, but a change in the substantial completion date to July 31, 2020.
5. During construction of the Lateral 3 tile, the boring contractor was delayed and the additional pipe footage required additional time to install. This resulted in no change in the contract price, but a change in the substantial completion date to August 31, 2020.
6. During construction of the Lateral 3 tile, CCTV was not able to be performed east of the UPRR and the tenant/landowner of the same requested that the existing tile not be removed. This resulted in a decrease of \$2,976.00 and no change to the substantial completion date.
7. After construction of the Lateral 3 tile, small discrepancies between the bid/change order quantities and the actual construction were rectified. This resulted in a decrease of \$4,204.55 and no change to the substantial completion date.

Final Project Costs

The final project costs for construction (for reference see DD 25 sections on the final pay estimate included in Appendix N) and engineering (not including reports or reclassification) are estimated at \$368,579.50, which is approximately \$172,829.50 more than those presented at the hearing. These costs may vary depending upon any damage claims brought forth at the completion hearing. Pending no claims, the costs are as detailed below:

Main tile and Lat 3 tile	Project as bid by Contractor	\$194,931.30
	Item #2 (above)	(+)\$25,605.00
	Item #3 (above)	(+)\$45,223.75
	Item #6 (above)	(-)\$2,976.00
	Item #7 (above)	(-)\$4,204.55
	Engineering	(+)\$110,000.00
	TOTAL PROJECT COST	\$368,579.50

The total project cost is above those opinions of cost contained within said Engineer's Report. However, the scope of the final project far exceeded those discussed at the hearings (i.e. upsized Lateral 3 crossing, installation of outlet for Lateral 3 tile to Main tile, spot repairs to Main tile, enhanced UPRR crossing requirements, prolonged UPRR crossing review, etc) and all these costs were approved/acknowledged by the District Trustees as they occurred. It should be noted that the above costs do not include any permit fees, administrative costs, legal costs, interest on construction warrants, or damage claims.

Damages

During construction, some damages were incurred by the three property owners crossed with construction of the Lateral 3 tile on this project. These damages consisted of actual damage of standing crops. The landowners and areas are as follows:

Property Owner	Crop Damage Area (ac)
Leland A and Karen S Coburn Trust	0.7
David A Fincham	2.2
Torgeson Farms Inc	2.0

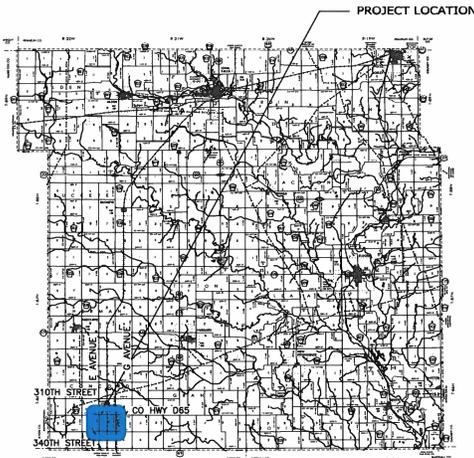
Also during construction, some the fence between David A Fincham and Torgeson Farms Inc was removed and was not replaced. However, the contractor supplied a statement (for reference see Appendix O) from David A Fincham's tenant that the fence did not need replaced. It is our recommendation that landowners or their tenants be paid for crop damage claims consistent with the above acres and any other damage claims filed be evaluated on an individual basis by the District Trustees.

Pending Items

As of the writing of this report, this project is complete (including punchlist items) in general accordance with the authorized plans and specifications and lien waivers for suppliers have been submitted by the general contractor (for reference see Appendix P). After the completion hearing, final payment of \$25,830.95 needs to be authorized by the Trustees highlighted orange on the final pay estimate. It is our recommendation that the project be accepted. We also recommend that the entire project be walked and reviewed just prior to the expiration of the contract warranty period for any warranty items that may need to be remedied by the contractor. It should be noted that if the Trustees decide to have Clapsaddle-Garber Associates exercise this recommendation, there are no engineering fees included in the above Final Project Costs to cover this service.

REPAIRS TO MAIN TILE AND LATERAL 3 TILE DRAINAGE DISTRICT 25 HARDIN COUNTY, IOWA 2019

AS-BUILT



HARDIN COUNTY,
IOWA VICINITY MAP
NOT TO SCALE

NOTES:

1. THE PLANS AND SPECIFICATIONS PREPARED BY CLAPSADDLE-GARBER ASSOCIATES SHALL GOVERN. ALL WORK SHALL COMPLY WITH THE DETAILS AND SPECIFICATIONS REFERENCED.
2. ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON 2010 SURVEY. FOR CONVERSION TO OTHER PROJECT DATUMS, SEE "BENCHMARKS" ON PAGE 2.
3. THE APPLICANT/CONTRACTOR IS NOT APPROVED TO GO TO WORK UNTIL THE APPLICANT/CONTRACTOR HAS NOTIFIED THE RAILROAD AND SECURED A CURRENT "CALL BEFORE YOU DIG" DIG TICKET AT 1-800-336-9163



SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER
2	LEGEND - NOTES - ABBREVIATIONS - VISUAL INDEX - BENCHMARKS
3	DEMO PLAN
4	LATERAL 3 PLAN
5	PROFILE - ABANDONMENT
6	LATERAL 3 PROFILE
7	ENLARGED CROSSING PLAN
8	MAIN SPOT - REPAIRS PLAN
9	DETAILS
10	DETAILS
11	UPRR - GENERAL NOTES
12	SOUTH PORTION PLAN + PROFILE



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Lee O. Gallentine
LEE O. GALLENTINE, P.E. DATE 12/25/2019

P.E. LICENSE NUMBER: 15745
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL: 1-11

DATE IN:	ZLS	APPROVED BY:	LOG	REVISION:	5/28/17 UPRR COMMENTS
DATE:	01/20/2017	PROJ. NO.:	8501	REVISION:	2/7/18 UPRR COMMENTS
FILE NO.:				REVISION:	10/22/18 UPRR COMMENTS
FILE NO.:	CV18071-CADD-C25-VASULTY-8501-COVER.DWG			DATE:	12/17/2019



Clapsaddle-Garber Associates, Inc.
Main Office: 18 East Main Street
Masonville, Iowa 50158
PH 641-725-2671
www.clapsaddle.com

PROJECT: 739 PARK AVENUE
ACKLEY, IOWA 50601
PH 641-847-3273 FAX 641-847-2303

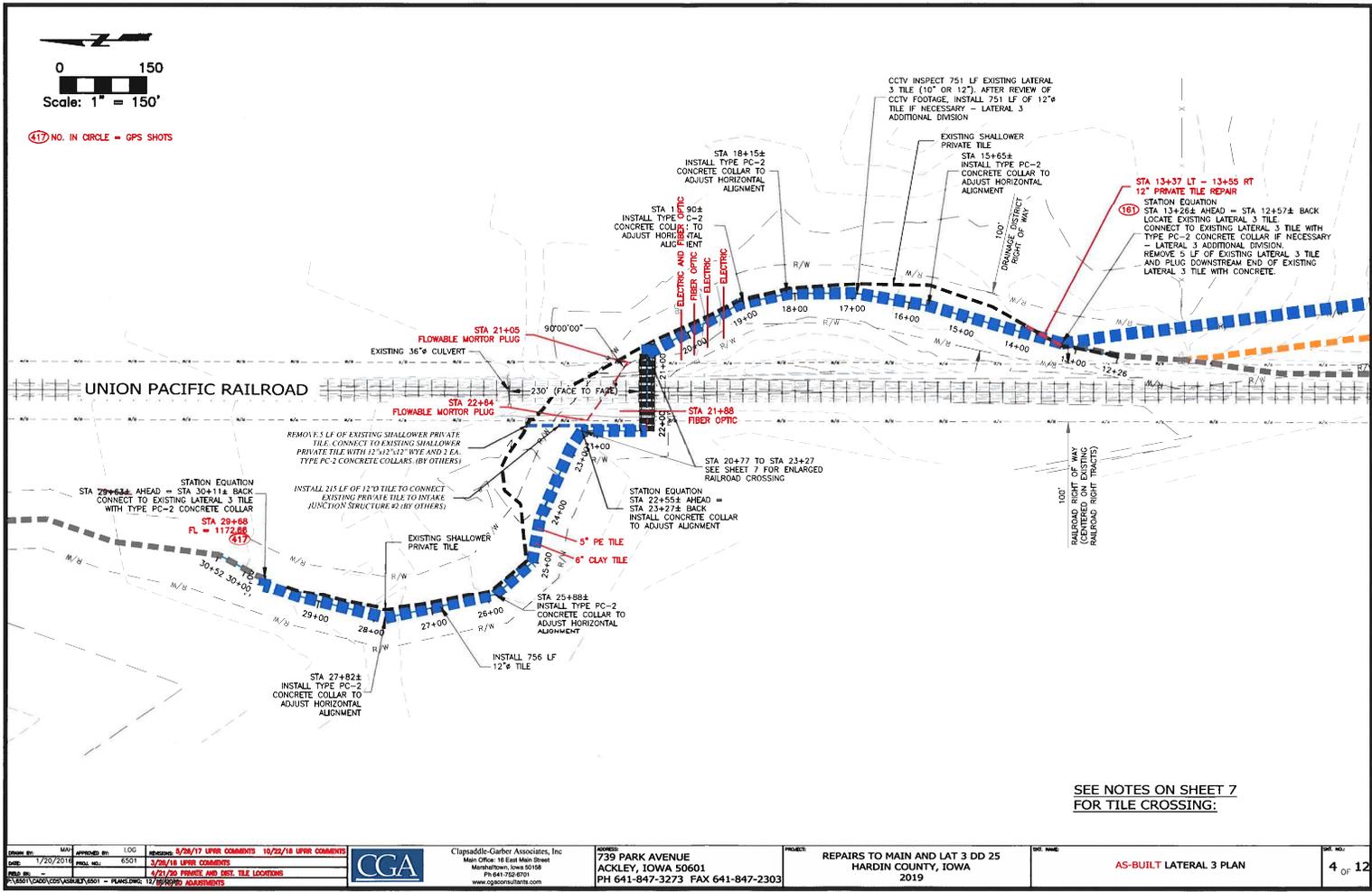
PROJECT: REPAIRS TO MAIN AND LAT 3 DD 25
HARDIN COUNTY, IOWA
2019

SHEET NAME: COVER SHEET

SHEET NO.: 1 OF 11



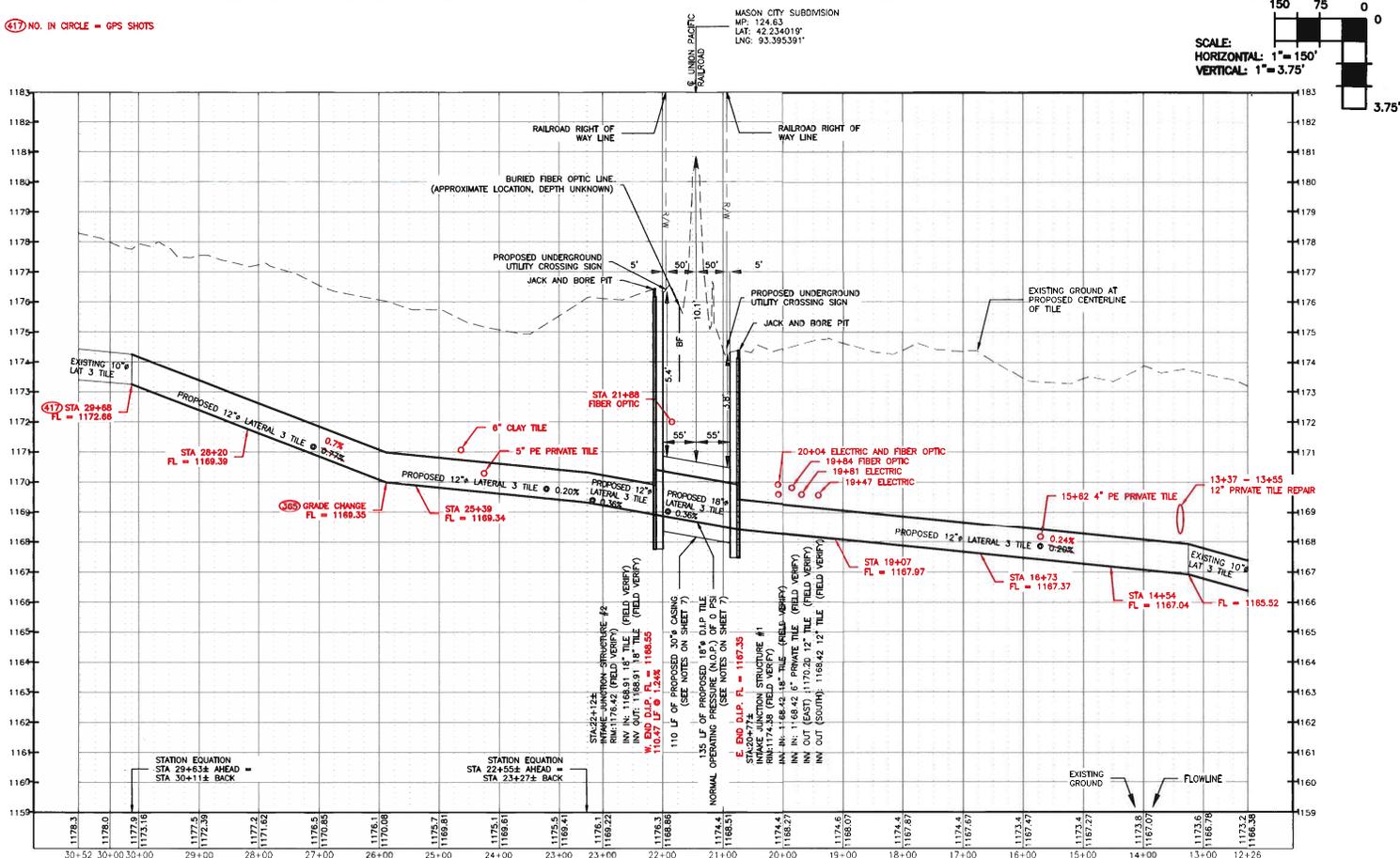
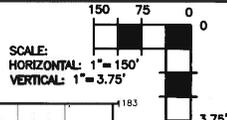
17 NO. IN CIRCLE = GPS SHOTS



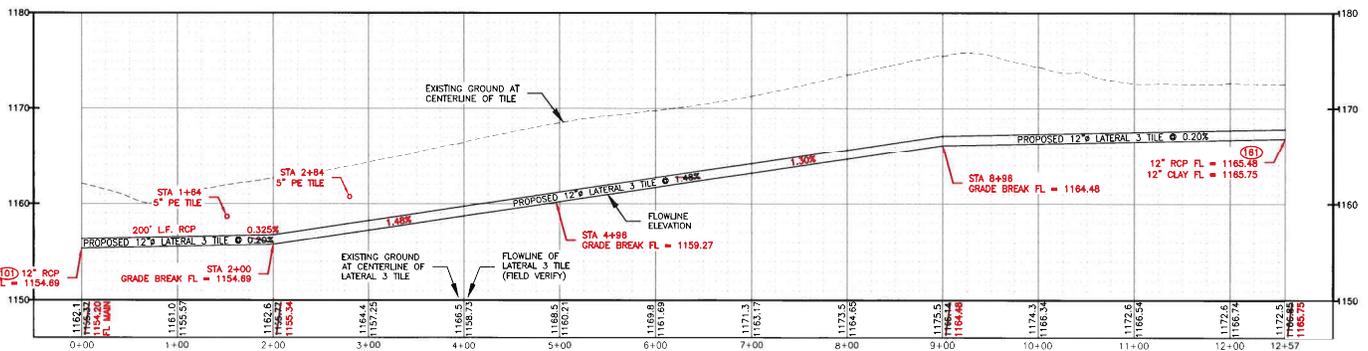
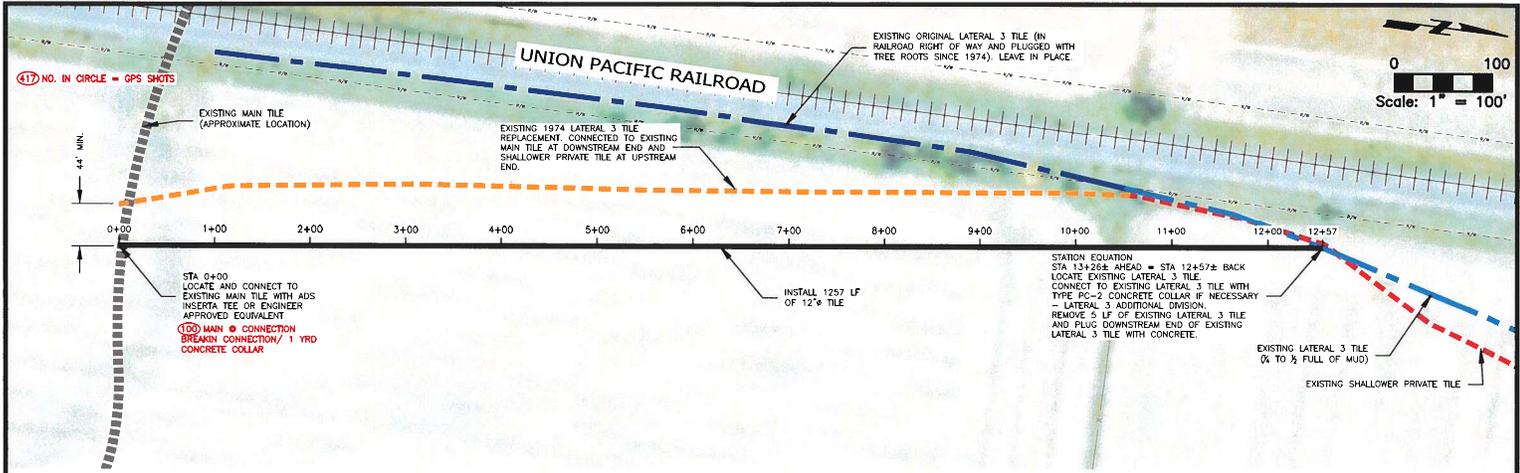
SEE NOTES ON SHEET 7 FOR TILE CROSSING:

DRAWN BY: MHA DATE: 1/23/2014 CHECKED BY: ESD DATE: 4/21/2014 PROJECT: REPAIRS TO MAIN AND LAT 3 DD 25 SHEET: 4 OF 12	REVISIONS: 5/24/17 UPR COMMENTS 10/22/18 UPR COMMENTS 1/28/19 UPR COMMENTS 4/21/20 FINISH AND DET. TILE LOCATIONS 12/8/20 REVISED ADJUSTMENTS	Clipacado-Carber Associates, Inc. Main Office: 16 East Main Street Marshalltown, Iowa 50158 PH 641-752-8701 www.cgaonline.com	OWNER: 739 PARK AVENUE ACKLEY, IOWA 50601 PH 641-847-3273 FAX 641-847-2303	PROJECT: REPAIRS TO MAIN AND LAT 3 DD 25 HARDIN COUNTY, IOWA 2019	DATE PLOTTED: AS-BUILT LATERAL 3 PLAN 4 OF 12
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④17 NO. IN CIRCLE = GPS SHOTS



DRAWN BY: MWH DATE: 1/23/2018 PROJECT NO.: 10/22/18 UPR COMMENTS PLAN DATE: 12/18/2020	APPROVED BY: CGA DATE: 5/28/17 UPR COMMENTS DATE: 3/26/18 UPR COMMENTS DATE: 4/21/20 PERMITS AND TEST TILE LOCATIONS DATE: 6/19/20 ADJUSTMENTS	Clipshaddie-Garber Associates, Inc. Main Office: 18 East Main Street Marshalltown, Iowa 50158 PH 641-754-6701 www.clipshaddiegarber.com	PROJECT NO.: 739 PARK AVENUE ACKLEY, IOWA 50601 PH 641-847-3273 FAX 641-847-2303	PROJECT: REPAIRS TO MAIN AND LAT 3 DD 25 HARDIN COUNTY, IOWA 2019	SHEET NO.: AS-BUILT LATERAL 3 PROFILE 6 OF 12
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sheet no. 12 date 2020-03-31 project name PLANS - ADDITIONAL WORK DWS, 12/14/2020	Clapsaddle-Garber Associates, Inc. Main Office: 18 East Main Street Marshalltown, Iowa 50158 PH 641-752-0751 www.cgaconsultants.com	project no. 739 PARK AVENUE ACKLEY, IOWA 50601 PH 641-847-3273 FAX 641-847-2303	project name REPAIRS TO MAIN AND LAT 3 DD 25 HARDIN COUNTY, IOWA 2020	sheet name SOUTH PORTION LATERAL 3 AS-BUILT PLAN AND PROFILE	sheet no. 12 OF 12
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PAY ESTIMATE NO. 7
REPAIRS TO MAIN TILE AND LATERAL 3 DD#25 & REPAIRS TO MAIN TILE DD#1, HARDIN CO.
PROJECT NUMBER: 6501
DATE: 4-2-21

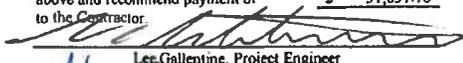
CONTRACTOR
 McDowell and Sons Contractors, Inc.
 10214 Hwy 65
 Iowa Falls, Iowa 50126

OWNER
 Trustees of Drainage District #25 & DD#1
 Hardin County Courthouse
 1215 Edgington Ave., Suite 1
 Eldora, Iowa 50627

ENGINEER
 Clapsaddle-Garber Associates
 739 Park Avenue
 Ackley, Iowa 50601

Item No.	Description	Estimated Quantity	Unit	Installed Quantity	Unit Price	Extended Price
DISTRICT BASE BID ITEMS						
1	24" Ø RCP Tile	260	LF	260	\$ 70.00	\$ 18,200.00
2	Type PC-2 Concrete Collar	14	EA	14	\$ 500.00	\$ 7,000.00
3	Private Tile Connection	2	EA	2	\$ 600.00	\$ 1,200.00
4	Tile Removal	260	LF	260	\$ 10.00	\$ 2,600.00
5	Permanent Seeding	0.3	AC	0.3	\$ 3,500.00	\$ 1,050.00
6	Seeding Warranty	1	LS	1	\$ 1,000.00	\$ 1,000.00
LATERAL 3 DIVISION ALTERNATE BID						
101ALT	12" Ø RCP Tile	780	LF	819.9	\$ 38.00	\$ 31,156.20
102ALT*	24" Ø Steel Casing (Jack & Bore)	0	LF	0	\$ 380.00	\$ -
103ALT*	12" Ø DIP Tile	0	LF	0	\$ 77.00	\$ -
104ALT^^	Intake Junction Structure	2	EA	2	\$ 1,750.00	\$ 3,500.00
105ALT^^	CCTV Tile Inspection	0	LF	0	\$ 3.25	\$ -
106ALT	Type PC-2 Concrete Collar	4	EA	3	\$ 350.00	\$ 1,050.00
107ALT	Private Tile Connection	4	EA	3	\$ 600.00	\$ 1,800.00
108ALT^^	Grading	1	STA	1	\$ 350.00	\$ 350.00
109ALT^^	Tile Removal	363	LF	363	\$ 6.00	\$ 2,178.00
110ALT^^	Tile Abandonment	100	LF	100	\$ 14.00	\$ 1,400.00
111ALT^^	12" Ø Hickenbottom Intake	0	EA	0	\$ 1,000.00	\$ -
112ALT	RR Permitting, Flagging, Insurance, Coordination	1	LS	1	\$ 6,500.00	\$ 6,500.00
113ALT^^	Locate Existing	14.74	STA	14.74	\$ 90.00	\$ 1,326.60
114ALT^^	Intake Removal	0	EA	0	\$ 300.00	\$ -
115ALT^^	30" Ø Steel Casing (Jack & Bore)	110.5	LF	110.5	\$ 560.00	\$ 61,880.00
116ALT^^	18" Ø DIP Tile	135.2	LF	135.2	\$ 120.00	\$ 16,224.00
117ALT^^	10" Ø Private Tile Repair	27.8	LF	27.8	\$ 25.00	\$ 695.00
LATERAL 3 DIVISION ADDITIONAL ALTERNATE BID						
201ALT***	12" Ø RCP Tile	756.3	LF	756.3	\$ 38.00	\$ 28,739.40
202ALT	Type PC-2 Concrete Collar	4	EA	4	\$ 350.00	\$ 1,400.00
203ALT^^	Private Tile Connection	3	EA	2	\$ 600.00	\$ 1,200.00
204ALT	Grading	1	STA	0.5	\$ 350.00	\$ 175.00
205ALT**	Tile Removal	0	LF	0	\$ 6.00	\$ -
206ALT^^	12" Ø Hickenbottom Intake	0	EA	0	\$ 1,000.00	\$ -
207ALT^^	Locate Existing Lateral Tile	21.2	STA	21.2	\$ 90.00	\$ 1,908.00
208ALT^	CCTV Mobilization	1	LS	1	\$ 1,530.00	\$ 1,530.00
209ALT^^	10" Ø Private Tile Repair	75.2	LF	75.2	\$ 25.00	\$ 1,880.00
LATERAL 3 DIVISION SOUTH PORTION BID						
401ALT**	12" Ø RCP Tile	1257	LF	1257	\$ 47.00	\$ 59,079.00
402ALT***	Type PC-2 Concrete Collar	1	EA	1	\$ 350.00	\$ 350.00
403ALT**	Tile Removal	5	LF	5	\$ 9.00	\$ 45.00
404ALT^^	5" Ø Private Tile Repair	18.7	LF	18.7	\$ 10.00	\$ 187.00
405ALT^^	Locate Existing Lateral Tile	12.57	STA	12.57	\$ 90.00	\$ 1,131.30
MAIN 1 DIVISION BID						
301	24" Ø Polypropylene Tile	123	LF	123	\$ 55.00	\$ 6,765.00
302	34" Ø Steel Casing (Jack & Bore)	50	LF	50	\$ 707.00	\$ 35,350.00
303	22 1/2" x 24" Ø Polypropylene Bend	3	EA	3	\$ 450.00	\$ 1,350.00
304	11 1/4" x 24" Ø Polypropylene Bend	1	EA	1	\$ 450.00	\$ 450.00
305	Intake Junction Structure	1	EA	1	\$ 1,750.00	\$ 1,750.00
306	Type PC-2 Concrete Collar	1	EA	1	\$ 350.00	\$ 350.00
307	Private Tile Connection	1	EA	1	\$ 600.00	\$ 600.00
308	Grading	2	STA	2	\$ 350.00	\$ 700.00
309	Tile Removal	49	LF	49	\$ 10.00	\$ 490.00
310^^	Tile Abandonment	58.5	LF	58.5	\$ 25.00	\$ 1,462.50
311	Traffic Control	1	LS	1	\$ 1,650.00	\$ 1,650.00
312	Seeding	0.3	AC	0.3	\$ 3,500.00	\$ 1,050.00
313	Seeding Warranty	1	LS	1	\$ 1,000.00	\$ 1,000.00
314	12" Ø Hickenbottom Intake	1	EA	1	\$ 1,000.00	\$ 1,000.00

I have reviewed the work claimed to be completed by the Contractor as reflected above and recommend payment of \$ 31,857.70 to the Contractor.


 Leg Gallentine, Project Engineer


 Alan M. Dowell, Contractor

TOTAL WORK COMPLETED TO DATE \$ 310,702.00
 10% RETENTION \$ -
 AMOUNT DUE LESS RETENTION \$ 310,702.00
 PREVIOUSLY PAID \$ 278,844.30
 AMOUNT DUE AT THIS TIME \$ 31,857.70

Note: For pay estimate #1, \$26,696.97 was for DD 25.
 For pay estimate #2, \$1,845.00 was for DD 25.
 For pay estimate #3, \$46,095.75 was for DD 1.
 For pay estimate #4, \$56,584.17 was for DD 25.
 For pay estimate #5, \$143,781.84 was for DD 25.
 For pay estimate #6, \$3,840.57 was for DD 25.
 For pay estimate #7, \$25,830.95 was for DD 25 and \$6,026.75 was for DD 1.

* - Approved as part of Change Order #2
 ** - Approved as part of Change Order #3
 ^ - Approved as part of Change Order #6
 ^^ - Approved as part of Change Order #7



McDowell & Sons Contractors Inc.

10214 Hwy 65 ~ PO Box 664 ~ Iowa Falls, IA 50126
Phone: 641-648-5071 ~ Fax: 641-648-3639

January 11th, 2021

David Fincham or
Alvin Clark
32786 County Hwy S27
Garden City, IA

RE: Construction of DD#25 Fence Line

I ALVIN CLARK understand and agree to the following:

The fence line that was removed during the construction of DD#25 does not need to be replaced.

Alvin Clark
Signature

1-11-21
Date

McDowell & Sons Contractors Inc.

10214 Hwy 65 ~ PO Box 664 ~ Iowa Falls, IA 50126
Phone: 641-648-5071 ~ Fax: 641-648-3639

WAIVER AND RELEASE OF LIEN

The undersigned acknowledges full payment from McDowell and Sons Contractors, Inc.

Whereas, the undersigned has furnished material and perform labor at the property known as:

Job Name: Repairs to Main Tile and Lateral 3 Tile, DD #25 and Repairs to
Main Tile DD #1
Hardin County, Iowa Projects: 6501 and 6749.5

The undersigned acknowledges further that said amount: Six hundred forty-three dollars and 50/100th dollars (\$643.50) is full payment for all labor, skill or material provided by the undersigned at said premises for invoices #20-2278, 20-2049, and 20-2442.

Except to the extent of any additional amount set for in the preceding space, the undersigned will waive and release any and all lien, or claim or right to lien, on said above described property.

The undersigned further acknowledges that, except to the extent set forth above, it has paid all of its subcontractors and has paid all of its providers of labor, skill or material furnished at said above described property.

Vendor: KAHN TILE SUPPLY LLC

By:

Title:

Subscribed and sworn to before me this 16 day of October, 2020

Notary Public:

My Commission expires:

Please sign and return to:
McDowell and Sons Contractors, Inc.
P.O. Box 664
Iowa Falls, IA 50126



McDowell & Sons Contractors Inc.

10214 Hwy 65 ~ PO Box 664 ~ Iowa Falls, IA 50126
Phone: 641-648-5071 ~ Fax: 641-648-3639

WAIVER AND RELEASE OF LIEN

The undersigned acknowledges full payment from McDowell and Sons Contractors, Inc.

Whereas, the undersigned has furnished material and perform labor at the property known as

Job Name: Repairs to Main Tile and Lateral 3 Tile, DD #25 and Repairs to
Main Tile DD #1
Hardin County, Iowa Projects: 6501 and 6749.5

The undersigned acknowledges further that said amount: Seven thousand ninety-nine and 21/100th dollars (\$7,099.21) is full payment for all labor, skill or material provided by the undersigned at said premises for invoices #26901531, 27166554, 27271248, 28178326, 28221740, 28926400, 29150696, 29051514, 29087588, 29202843, 29239707, 29373136, 29511146, 29540696, 29577248.

Except to the extent of any additional amount set for in the preceding space, the undersigned will waive and release any and all lien, or claim or right to lien, on said above described property.

The undersigned further acknowledges that, except to the extent set forth above, it has paid all of its subcontractors and has paid all of its providers of labor, skill or material furnished at said above described property

Vendor: MARTIN MARIETTA MATERIALS

By:

Title:

Subscribed and sworn to before me this 13th day of OCTOBER, 2020

Notary Public:

My Commission expires



Please sign and return to
McDowell and Sons Contractors, Inc
P.O. Box 664
Iowa Falls, IA 50126

McDowell & Sons Contractors Inc.

10214 Hwy 65 ~ PO Box 664 ~ Iowa Falls, IA 50126
Phone: 641-648-5071 ~ Fax: 641-648-3639

WAIVER AND RELEASE OF LIEN

The undersigned acknowledges full payment from McDowell and Sons Contractors, Inc.

Whereas, the undersigned has furnished material and perform labor at the property known as:

Job Name: Repairs to Main Tile and Lateral 3 Tile, DD #25 and Repairs to
Main Tile DD #1
Hardin County, Iowa Projects: 6501 and 6749.6

The undersigned acknowledges further that said amount: Forty-five thousand forty dollars and 68/100th dollars (\$45,040.68) is full payment for all labor, skill or material provided by the undersigned at said premises for invoices #HU00006308, HU00006324, HU00006759, HU00006770, HU00006780, HU00008134, CDE0001159, DE00008148, HU00006864, HU00006882, HU00006956, CHU0001372, HU00006962.

Except to the extent of any additional amount set for in the preceding space, the undersigned will waive and release any and all lien, or claim or right to lien, on said above described property.

The undersigned further acknowledges that, except to the extent set forth above, it has paid all of its subcontractors and has paid all of its providers of labor, skill or material furnished at said above described property.

Vendor: FORTERRA PIPE & PRECAST

By: *HW MS*

Title: *Genl mgr*

Subscribed and sworn to before me this 23 day of October, 2020

Notary Public: *Stacy Clermont*

My Commission expires

1/31/2024



Please sign and return to:
McDowell and Sons Contractors, Inc.
P.O. Box 664
Iowa Falls, IA 50126

McDowell & Sons Contractors Inc.

10214 Hwy 65 ~ PO Box 664 ~ Iowa Falls, IA 50126
Phone: 641-648-5071 ~ Fax: 641-648-3639

WAIVER AND RELEASE OF LIEN

The undersigned acknowledges full payment from McDowell and Sons Contractors, Inc.

Whereas, the undersigned has furnished material and perform labor at the property known as:

Job Name: Repairs to Main Tile and Lateral 3 Tile, DD #25 and Repairs to
Main Tile DD #1
Hardin County, Iowa Projects: 6501 and 6749.5

The undersigned acknowledges further that said amount: One thousand one hundred thirty dollars and 00/100th dollars (\$1,130.00) is full payment for all labor, skill or material provided by the undersigned at said premises for invoice #1820.

Except to the extent of any additional amount set for in the preceding space, the undersigned will waive and release any and all lien, or claim or right to lien, on said above described property.

The undersigned further acknowledges that, except to the extent set forth above, it has paid all of its subcontractors and has paid all of its providers of labor, skill or material furnished at said above described property.

Vendor: WILLIAMS EXCAVATION & DIRECTIONAL BORING

By: *Paul P. Wheel*

Title: *owner*

Subscribed and sworn to before me this 23rd day of October, 2020

Notary Public: *Stefanie Abkes*

My Commission expires:



Please sign and return to:
McDowell and Sons Contractors, Inc.
P.O. Box 664
Iowa Falls, IA 50126

McDowell & Sons Contractors Inc.

10214 Hwy 65 ~ PO Box 664 ~ Iowa Falls, IA 50126
Phone: 641-648-5071 ~ Fax: 641-648-3639

WAIVER AND RELEASE OF LIEN

The undersigned acknowledges full payment from McDowell and Sons Contractors, Inc.

Whereas, the undersigned has furnished material and perform labor at the property known as:

Job Name: Repairs to Main Tile and Lateral 3 Tile, DD #25 and Repairs to
Main Tile DD #1
Hardin County, Iowa Projects: 6501 and 6749.5

The undersigned acknowledges further that said amount: Nineteen thousand five hundred forty-four dollars and 83/100th dollars (\$19,544.83) is full payment for all labor, skill or material provided by the undersigned at said premises for invoices #96597, 96904, 97482, 97862, 100890, 103538.

Except to the extent of any additional amount set for in the preceding space, the undersigned will waive and release any and all lien, or claim or right to lien, on said above described property.

The undersigned further acknowledges that, except to the extent set forth above, it has paid all of its subcontractors and has paid all of its providers of labor, skill or material furnished at said above described property.

Vendor: BROWN SUPPLY CO

By: *[Signature]*

Title: *President*

Subscribed and sworn to before me this *6th* day of *NOVEMBER*, 2020

Notary Public: *Vicki Demirjian*

My Commission expires: *Jan 20, 2022*



Please sign and return to:
McDowell and Sons Contractors, Inc.
P.O. Box 664
Iowa Falls, IA 50126

McDowell & Sons Contractors Inc.

10214 Hwy 65 ~ PO Box 664 ~ Iowa Falls, IA 50126

Phone: 641-648-5071 ~ Fax: 641-648-3639

WAIVER AND RELEASE OF LIEN

The undersigned acknowledges full payment from McDowell and Sons Contractors, Inc.

Whereas, the undersigned has furnished material and perform labor at the property known as:

Job Name: Repairs to Main Tile and Lateral 3 Tile, DD #25 and Repairs to
Main Tile DD #1
Hardin County, Iowa Projects: 6501 and 6749.5

The undersigned acknowledges further that said amount: Two thousand one hundred eighty-four and 33/100th dollars (\$2,184.33) is full payment for all labor, skill or material provided by the undersigned at said premises for invoices #184106, 184314, 186377, 186378, 187961

Except to the extent of any additional amount set for in the preceding space, the undersigned will waive and release any and all lien, or claim or right to lien, on said above described property.

The undersigned further acknowledges that, except to the extent set forth above, it has paid all of its subcontractors and has paid all of its providers of labor, skill or material furnished at said above described property.

Vendor: CONCRETE INC

By:

Title:

Subscribed and sworn to before me this 13th day of Oct., 2020

Notary Public:

My Commission expires:

Please sign and return to:

McDowell and Sons Contractors, Inc.

P.O. Box 664

Iowa Falls, IA 50126

10/17/23

McDowell & Sons Contractors Inc.

10214 Hwy 65 ~ PO Box 664 ~ Iowa Falls, IA 50126
Phone: 641-648-5071 ~ Fax: 641-648-3639

WAIVER AND RELEASE OF LIEN

The undersigned acknowledges full payment from McDowell and Sons Contractors, Inc.

Whereas, the undersigned has furnished material and perform labor at the property known as:

Job Name: Repairs to Main Tile and Lateral 3 Tile, DD #25 and Repairs to
Main Tile DD #1
Hardin County, Iowa Projects: 6501 and 6749.5

The undersigned acknowledges further that said amount: Sixty thousand two hundred and twenty-two and 00/100th dollars (\$60,220.00) is full payment for all labor, skill or material provided by the undersigned at said premises for invoice #2480

Except to the extent of any additional amount set for in the preceding space, the undersigned will waive and release any and all lien, or claim or right to lien, on said above described property.

The undersigned further acknowledges that, except to the extent set forth above, it has paid all of its subcontractors and has paid all of its providers of labor, skill or material furnished at said above described property.

Vendor: Boomerang

By:

Donley Pambon

Title:

Controller

Subscribed and sworn to before me this 16th day of December, 2020

Notary Public: *Cindy Behrends*

My Commission expires: 3/16/23



Please sign and return to:
McDowell and Sons Contractors, Inc.
P.O. Box 664
Iowa Falls, IA 50126