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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT: EAST HAVENS AVENUE WATER MAIN LOOP

OWNER: CITY OF MITCHELL  
612 NORTH MAIN STREET  
MITCHELL SD 57301

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: #2018-25

CONTRACTOR: MENNING BACKHOE LLC  
25462 CORNERSTONE AVENUE  
MITCHELL SD 57301

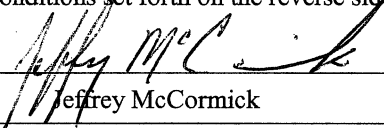
EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT: SEPTEMBER 13, 2018

ENGINEER: SCHMUCKER, PAUL, NOHR & ASSOCIATES  
PO BOX 398  
MITCHELL SD 57301

ENGINEER'S PROJECT NUMBER: 14988

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The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side of this Notice.

By:   
Jeffrey McCormick  
Printed name

Title: Project Manager

Date: June 5, 2019

The Owner's governing body has taken the proper action and hereby accepts the work constructed under the conditions and guarantee of the contract and the terms and conditions set forth on the reverse side of this Notice.

By: \_\_\_\_\_  
Printed name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Reverse side of Notice)

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given 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 professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the date hereof.
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 Engineer’s Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, 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 Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.