

CERTIFICATE OF CONTRACTOR AND INDEMNITY AGREEMENT

, certifies that he is the * 
Title or Designation

of Dirt Specialties, the Contractor,
Name of Contractor

in a contract No. 667020 dated April 23, 2019, entered into between the Contractor and
City of Dell Rapids, PO Box 10, Dell Rapids, SD 57022
Name of Owner

the Owner, for the construction of Sioux River Red Rock Trail – SD115 to Dam Site :
Name of Project

and that he is authorized to and does make this Certificate and Indemnity Agreement on behalf of the Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the Contract. Undersigned further certifies that:

1. The Project has been completed in accordance with provisions of the Construction Contract; provided however, that acceptance by the Owner shall not be deemed to relieve the Contractor of his obligations contained in the Construction Contract with respect to defective workmanship and materials discovered within 2 year(s) after the date of completion.

2. All persons who have furnished labor in connection with the Project have been paid in full at hourly wage rates not less than those, if any, set forth in the Construction Contract; that all manufacturers, materialmen and subcontractors which furnished any materials or services, or both, for the Project have been paid in full; that no lien has been filed against the Project and no person has any right to claim any lien against the Project.

3. That the Contractor has delivered to the Owner duplicate releases of liens executed by all manufacturers, materialmen and subcontractors that furnished materials or services for the project as follows:

Name	Kind of Material and Services
<u>T&M Concrete</u>	<u>Concrete Trail, Abutments, Concrete Fence Post Footings</u>
<u>Traffic Solutions</u>	<u>Traffic Control and Permanent Signs</u>
<u>Splitrock Landscaping & Nursery</u>	<u>Seeding and Erosion Control</u>
<u>Jerke and Sons</u>	<u>Bridge Installation</u>
<u>Contech</u>	<u>Pedestrian Bridge Supplier</u>

If the Owner pays the Contractor the total amount due under the Contract, which the Contractor agrees is \$262,527.51, the Contractor will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Owner, including the defense of any suit, from any claim, demand or lien arising out of the acts of the Contractor in the performance of the Contract for which the Contractor is liable and which may have been or may be filed against the Owner.



Signature

- * President, Vice-President, Partner or Owner, or, if undersigned is other than one of the foregoing, Power of Attorney signed by one of the foregoing in favor of the undersigned should be attached. Indicate applicable designation.

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, T: M Concrete
Name of Manufacturer, Materialman or Subcontractor

has furnished to Dirt Specialties the following:
Name of Contractor

Concrete Placement for use in the construction of a
Kind of Material and Services Furnished

project belonging to City of Dell Rapids, South Dakota, and
Name of Owner

designated as, Sioux River Red Rock Trail - SD115 to Dam Site
Name of Project

NOW, THEREFORE, the undersigned, Tom Concrete
Name of Manufacturer, Materialman or Subcontractor

for and in consideration of \$ 100,967.38, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Dirt Specialties for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 11 day of 12, 2020

Tom Concrete
Name of Manufacturer, Materialman or Subcontractor

By [Signature]

President, Vice-President, Partner or Owner, or, if signed by other than one of foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Jerke and Sons Const.
Name of Manufacturer, Materialman or Subcontractor

has furnished to Dirt Specialties the following:
Name of Contractor

CRANE TO SET Bridge for use in the construction of a
Kind of Material and Services Furnished

project belonging to City of Dell Rapids, South Dakota, and
Name of Owner

designated as, Sioux River Red Rock Trail - SD115 to Dam Site
Name of Project

NOW, THEREFORE, the undersigned, Jerke and Sons Const.
Name of Manufacturer, Materialman or Subcontractor

for and in consideration of \$ _____, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Jerke and Sons Const. for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 26th day of Oct., 2020

Keith Jerke
Name of Manufacturer, Materialman or Subcontractor

By Keith Jerke Pres.

President, Vice-President, Partner or Owner, or, if signed by other than one of foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

FAX # 1605 339 4175
TO

WAIVER AND RELEASE OF LIEN

Traffic Solutions Inc.
27297 Kenworth Place
Harrisburg, SD 57032

WHEREAS, the undersigned, _____

Name of Manufacturer, Materialman or Subcontractor

has furnished to Dirt Specialties the following:

Name of Contractor

Traffic Control / Signs

Kind of Material and Services Furnished

for use in the construction of a

project belonging to City of Dell Rapids, South Dakota, and

Name of Owner

designated as, Sioux River Red Rock Trail – SD115 to Dam Site

Name of Project

Traffic Solutions Inc.
27297 Kenworth Place
Harrisburg, SD 57032

NOW, THEREFORE, the undersigned, _____

Name of Manufacturer, Materialman or Subcontractor

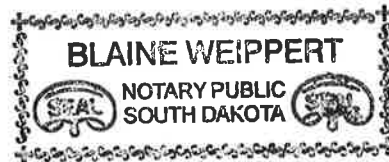
for and in consideration of \$ 11,651.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Traffic Solutions Inc. for said project.

27297 Kenworth Place
Harrisburg, SD 57032

Given under my (our) hand(s) and seal(s) this 12 day of Oct., 2020.

Traffic Solutions Inc.

27297 Kenworth Place
Name of Manufacturer, Materialman or Subcontractor
Harrisburg, SD 57032



By _____

Annika Heilbrt

President, Vice-President, Partner or Owner, or, if signed by other than one of foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Splitrock Landscaping & Nursery, Inc.
Name of Manufacturer, Materialman or Subcontractor

has furnished to Dirt Specialties the following:
Name of Contractor

Seeding / Erosion Control
Kind of Material and Services Furnished

for use in the construction of a

project belonging to City of Dell Rapids, South Dakota, and
Name of Owner

designated as, Sioux River Red Rock Trail – SD115 to Dam Site
Name of Project

NOW, THEREFORE, the undersigned, Splitrock Landscaping & Nursery, Inc.
Name of Manufacturer, Materialman or Subcontractor

for and in consideration of \$ 11,222.25, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Splitrock Landscaping & Nursery, Inc. for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 20th day of October, 2020

Splitrock Landscaping & Nursery, Inc.
Name of Manufacturer, Materialman or Subcontractor

Alley L. Anderson

By *David J. [Signature]*
President, Vice-President, Partner or Owner, or, if signed by other than one of foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Contech Engineered Solutions
Name of Manufacturer, Materialman or Subcontractor

has furnished to Dirt Specialties the following:
Name of Contractor

Truss job for use in the construction of a
Kind of Material and Services Furnished

project belonging to City of Dell Rapids, South Dakota, and
Name of Owner

designated as, Sioux River Red Rock Trail - SD115 to Dam Site
Name of Project

NOW, THEREFORE, the undersigned, Contech Engineered Solutions
Name of Manufacturer, Materialman or Subcontractor

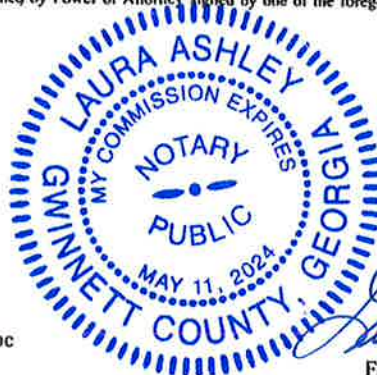
for and in consideration of \$ 48,351.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Dirt Specialties for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 28 day of October, 2020

Contech Engineered Solutions
Name of Manufacturer, Materialman or Subcontractor

By [Signature]

President, Vice-President, Partner or Owner, or, if signed by other than one of foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)



FAX # 1605 3394175
 TO



The QUIKRETE Companies

One Securities Centre
3490 Piedmont Road, Suite 1300
Atlanta, GA 30305
(404) 634-9100

May 5, 2014

To Whom It May Concern:

This letter authorizes Greg A. Gresham or Kathleen J. Thomas to sign any and all lien releases on behalf of The QUIKRETE® Companies.

Sincerely,

A handwritten signature in dark ink, appearing to be "DTJ", written over a light gray background.

David T. Jones
Chief Financial Officer

