

**Racine Water and Wastewater Utilities**

Keith E. Haas, P.E.  
General Manager



Michael L. Gitter, P.E.  
Chief of Operations  
Kenneth M. Scolaro, C.P.A.  
Administrative Manager  
Chad W. Regalia, P.E.  
Chief Engineer

January 15, 2021

Board of Waterworks Commissioners:

- Mayor Cory Mason
- Alder John Tate II
- Alder Natalia Taft
- Terry McCarthy
- Stacy Sheppard
- James Spangenberg
- Stacy Sheppard
- Kathleen Fischer

Dear Commissioners:

The work performed by Dorner, Inc. (contractor) on Contract W-19-16, 42-inch Transmission Water Main - Phase 1, has been completed. The contract totaled \$2,619,655.90, which included two change orders. We recommend that the work be accepted and final payment be authorized.

Sincerely,

Michael Gitter  
Interim General Manager

MG/eg

c: J. Guttenberg  
C. Regalia

January 14, 2021

Mr. Mike Gitter, P.E.  
Interim General Manager  
City Hall Annex  
Racine Water & Wastewater Utilities  
800 Center Street, Room 227  
Racine, WI 53403

Re: 42-inch Transmission Water Main – Phase 1 Main Street to Treatment Plant Final Application for Payment  
Project W-19-16, Segment 3.31

Dear Mr. Gitter:

Enclosed with this letter, please see the Application for Payment No. 8 for the above-mentioned project. The Closeout Change Order was previously approved by the Water Utility Commission on December 15, 2020. This Change Order served to adjust the final Contract Price to reflect the actual completed Work.

In accordance with paragraph 15.06 of the General Conditions and Section 01 78 39 of the Contract Documents, the Contractor for this Project, Dorner, Inc. has submitted a final Application for Payment and has furnished the enclosed Contract-required items:

1. Guarantees, bonds, test reports and certificates.
2. Consent of Surety to Final Payment.
3. Certificate of continuation of coverage for claims-made and completed operations insurance.
4. Satisfactory evidence of release of all liens and claims.
5. List of Subcontractors, Suppliers, and service providers performing, furnishing, or procuring labor, services and materials on the Project.

You may want to have your legal counsel and insurance advisor review the respective lien waivers, bonding, and insurance documents to verify legal effectiveness.

In addition to the documents referenced in paragraph 15.06 of the General Conditions and Section 01 78 39 of the Contract Documents we have asked the Contractor to submit weekly certified payrolls utilizing WisDOT's Civil Rights Compliance System (CRCS) in accordance with the Wisconsin Inclusion Plan requirements as well as submit labor/payroll data to the City of Racine Purchasing Agent for evaluation of compliance with the Racine Works Program included in the Contract Documents.

We have notified the Contractor that prior to the Racine Water Utility issuing the final payment that the weekly certified payrolls will need to be submitted to the WisDOT's CRCS and that labor/payroll data be evaluated for compliance with the Racine Works Program.

If all are of the above has been completed satisfactorily, we recommend final payment, and give notice (enclosed), that the completed Work is acceptable subject to the provisions of General Conditions paragraph 15.07.


In accordance with paragraph 15.08 of the General Conditions, the Contractor is required to promptly repair or correct defective Work for a period of one year from the date of Substantial Completion which was June 1<sup>st</sup>, 2019. You may wish to review the Project a month or so before the anniversary date to check for any warranty items. If we can be of assistance to you in this regard, please contact us.

Mr. Gitter  
Racine Water & Wastewater Utilities  
January 14, 2021  
Page 2

If you have any questions on the above, please feel free to contact me at 262-953-3054 or [bfischer@ruekert-mielke.com](mailto:bfischer@ruekert-mielke.com).

Respectfully,

RUEKERT & MIELKE, INC.



Brennen E. Fischer, P.E., CFM  
Project Engineer  
[bfischer@ruekertmielke.com](mailto:bfischer@ruekertmielke.com)

BEF:sjs  
Enclosure

cc: Evelin Garcia, Racine Water & Wastewater Utilities  
Chad Regalia, P.E., Racine Water & Wastewater Utilities  
Kenneth R. Ward, P.E., Ruekert & Mielke, Inc.

January 14, 2021

Mr. Mike Gitter, P. E.  
 Interim General Manager  
 City Hall Annex  
 Racine Water & Wastewater Utilities  
 800 Center Street, Room 227  
 Racine, WI 53403

Re: 42-inch Transmission Water Main Phase 1 Contractor's Application for Payment No. 8  
 Main Street to Treatment Plant  
 Project W-19-16, Segment 3.31

Dear Mr. Gitter:

Enclosed, please find the 42-inch Transmission Water Main Phase 1 Contractor's Application for Payment No. 8. This letter is provided to identify the value of deficiencies owed per project payment and total for the project for the Contractor's work. There are deficiencies identified on Segment 17.1 for this project. This project also includes the installation of an 8-inch force main from the @North Beach Development to Main Street. The cost breakdown is as follows:

	8-inch Force Main	42-inch Transmission Water Main		Project Total
	@North Beach Development	Racine Water Utility Deficiency Amount (51.013%)	Future Growth Amount (48.987%)	
Total Payment to Date	\$518,606.81	\$1,071,808.17	\$1,029,240.92	\$2,619,655.90
Less Previous Payments	\$505,635.11	\$1,044,999.47	\$1,003,496.94	\$2,544,131.52
Payment this Period	\$12,971.70	\$26,808.70	\$25,743.98	\$65,524.38

If you have any questions on the above, please feel free to contact me at 262-953-3054 or [bfischer@ruekert-mielke.com](mailto:bfischer@ruekert-mielke.com).

Respectfully,

RUEKERT & MIELKE, INC.



Brennen E. Fischer, P.E., CFM  
 Project Engineer  
[bfischer@ruekertmielke.com](mailto:bfischer@ruekertmielke.com)

BEF:sjs

Enclosure

cc: Evelin Garcia, Racine Water & Wastewater Utilities  
 Chad W. Regalia, P. E., Racine Water & Wastewater Utilities  
 Kenneth R. Ward, P.E., Ruekert & Mielke, Inc.

## Contractor's Application for Payment No. 8 - FINAL

	Application Date: 12/8/2020	Application Period: Final Payment
To (Owner): Racine Water and Wastewater	From (Contractor): Dorner, Inc.	Via (Engineer): Ruekert & Mielke, Inc.
Contact: Keith Haas	Contact: Todd M. Dorner	Contact: Brennen E. Fischer, P.E.
Project: 42-inch Transmission Water Main - Phase 1 Main Street to Treatment Plant	Address: E506 Luxemburg Road Luxemburg, WI 54217	Address: W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's Contract No.: W-19-16	Contractor's Project No.:	Engineer's Project No.: 8022-10031.301

### Change Order Summary

Approved Change Orders		
Number	Additions	Deductions (Enter as Positive Number)
CO-1	\$29,090.13	
CO-2	\$146,230.99	
CO-3 - Closeout		\$1,319.22
TOTALS	\$175,321.12	\$1,319.22
NET CHANGE BY CHANGE ORDERS	\$174,001.90	

1. ORIGINAL CONTRACT PRICE .....	\$ 2,445,654.00
2. Net change by Change Orders .....	\$ 174,001.90
3. CURRENT CONTRACT PRICE (Line 1 + Line 2) .....	\$ 2,619,655.90
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) .....	\$ 2,619,655.90
5. RETAINAGE:	
a. 5% X \$1,309,827.95 Work Completed ....	\$ 65,491.40
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .	\$ 65,491.40
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) .....	\$ 2,619,655.90
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) .....	\$ 2,554,131.52
9. AMOUNT DUE THIS APPLICATION .....	\$ 65,524.38

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date: 12-9-20

Payment of: \$ 65,524.38  
(Line 9 or other - attach explanation of the other amount)

Recommended by: Brennen E. Fischer 01/04/2021  
Brennen E. Fischer, P.E. (Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 9 or other - attach explanation of the other amount)

Approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

8 - FINAL

For (Project): 42-inch Transmission Water Main - Phase 1 Main Street to Treatment Plant										Application Date: 12/8/2020	
Application Period: Final Payment										Engineer's Project No.: 8022-10031.301	
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
<b>42-inch Transmission Water Main</b>											
1	42-inch Transmission Water Main Mobilization	L.S.	1.00	\$75,000.00	\$ 75,000.00	1.00	\$ 75,000.00		\$ -	1.00	\$ 75,000.00
2	Traffic Control	L.S.	1.00	\$33,075.00	\$ 33,075.00	1.00	\$ 33,075.00		\$ -	1.00	\$ 33,075.00
3	Silt Fence	L.F.	600.00	\$3.00	\$ 1,800.00		\$ -		\$ -		\$ -
4	Tracking pad	S.F.	1,400.00	\$2.00	\$ 2,800.00		\$ -		\$ -		\$ -
5	Inlet Sediment Guard, Type D	EA.	12.00	\$165.00	\$ 1,980.00	24.00	\$ 3,960.00		\$ -	24.00	\$ 3,960.00
6	42-inch Transmission Water Main Tree Removal	I.D.	24.00	\$60.00	\$ 1,440.00	24.00	\$ 1,440.00		\$ -	24.00	\$ 1,440.00
7	Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer	S.Y.	1,300.00	\$8.00	\$ 10,400.00	1,300.00	\$ 10,400.00		\$ -	1,300.00	\$ 10,400.00
8	Topsoil, Seed, Fertilizer, Mulch and Erosion Mat	S.Y.	300.00	\$11.00	\$ 3,300.00		\$ -		\$ -		\$ -
9	42-inch Water Main w/ Slurry Backfill	L.F.	720.00	\$1,232.00	\$ 887,040.00	794.50	\$ 978,824.00		\$ -	794.50	\$ 978,824.00
10	42-inch Water Main w/ Spoil Backfill	L.F.	590.00	\$773.00	\$ 456,070.00	600.00	\$ 463,800.00		\$ -	600.00	\$ 463,800.00
11	12-inch Water Main w/ Slurry Backfill	L.F.	35.00	\$545.00	\$ 19,075.00	52.00	\$ 28,340.00		\$ -	52.00	\$ 28,340.00
12	6-inch Water Main w/ Slurry Backfill	L.F.	72.00	\$401.00	\$ 28,872.00	16.00	\$ 6,416.00		\$ -	16.00	\$ 6,416.00
13	6-inch Water Main / Hydrant Lead with Spoil Backfill	L.F.	85.00	\$279.00	\$ 23,715.00	11.00	\$ 3,069.00		\$ -	11.00	\$ 3,069.00
14	Hydrant Assembly with 42"x6" Tapping Sleeve and 6-inch Valve	EA.	2.00	\$10,109.00	\$ 20,218.00	2.00	\$ 20,218.00		\$ -	2.00	\$ 20,218.00
15	42-inch Butterfly Valve	EA.	1.00	\$26,008.00	\$ 26,008.00	1.00	\$ 26,008.00		\$ -	1.00	\$ 26,008.00
16	42"x12" Tapping Sleeve w/ 12-inch Valve	EA.	1.00	\$10,421.00	\$ 10,421.00	1.00	\$ 10,421.00		\$ -	1.00	\$ 10,421.00
17	Temporary Water Main and Water Services	L.S.D.	1.00	\$5,535.00	\$ 5,535.00		\$ -		\$ -		\$ -
18	1-inch Water Service	L.F.	9.00	\$147.00	\$ 1,323.00		\$ -		\$ -		\$ -
19	1-inch Tap, Saddle and Corporation Valve	EA.	2.00	\$988.00	\$ 1,976.00		\$ -		\$ -		\$ -
20	1-inch Curb Valve and Box	EA.	2.00	\$602.00	\$ 1,204.00		\$ -		\$ -		\$ -
21	2-inch Temporary Air Release	EA.	1.00	\$13,101.00	\$ 13,101.00		\$ -		\$ -		\$ -
22	Detector Wire and Locator Box for Water Main	EA.	6.00	\$243.00	\$ 1,458.00	2.00	\$ 486.00		\$ -	2.00	\$ 486.00
23	32 lb. Magnesium Anode	EA.	16.00	\$286.00	\$ 4,576.00	2.00	\$ 572.00		\$ -	2.00	\$ 572.00
24	15 lb. Magnesium Anode	EA.	20.00	\$234.00	\$ 4,680.00	92.00	\$ 21,528.00		\$ -	92.00	\$ 21,528.00
25	5 lb. Magnesium Anode	EA.	2.00	\$157.00	\$ 314.00	1.00	\$ 157.00		\$ -	1.00	\$ 157.00
26	Remove and Replace Storm Inlet	EA.	4.00	\$3,344.00	\$ 13,376.00		\$ -		\$ -		\$ -
27	Remove and Replace 12-inch RCP CL V Storm Sewer w/ Slurry Backfill	L.F.	60.00	\$208.00	\$ 12,480.00		\$ -		\$ -		\$ -
28	Full Depth Sawcutting	L.F.	1,150.00	\$2.50	\$ 2,875.00	1,150.00	\$ 2,875.00		\$ -	1,150.00	\$ 2,875.00
29	Crushed Aggregate Base Course	TON	700.00	\$28.00	\$ 19,600.00	331.03	\$ 9,268.84		\$ -	331.03	\$ 9,268.84
30	Pavement Replacement Type "A" (concrete with asphalt overlay)	S.Y.	350.00	\$77.00	\$ 26,950.00	898.00	\$ 69,146.00		\$ -	898.00	\$ 69,146.00
31	Pavement Replacement Type "B" (concrete pavement)	S.Y.	1,050.00	\$58.00	\$ 60,900.00	1,050.00	\$ 60,900.00		\$ -	1,050.00	\$ 60,900.00
32	Pavement Replacement Type "C" (asphalt overlay)	S.Y.	120.00	\$63.00	\$ 7,560.00		\$ -		\$ -		\$ -
33	3-inch Temporary Asphalt Trench Patch	S.Y.	200.00	\$54.00	\$ 10,800.00		\$ -		\$ -		\$ -
34	30-inch Concrete Curb and Gutter Replacement	L.F.	900.00	\$33.00	\$ 29,700.00	1,008.00	\$ 33,264.00		\$ -	1,008.00	\$ 33,264.00
35	4-inch Concrete Sidewalk/ADA Ramp Replacement	S.F.	1,000.00	\$12.00	\$ 12,000.00	4,260.00	\$ 51,120.00		\$ -	4,260.00	\$ 51,120.00
36	Detectable Warning Field	S.F.	16.00	\$49.00	\$ 784.00	108.00	\$ 5,292.00		\$ -	108.00	\$ 5,292.00
37	Concrete Driveway Replacement	S.F.	300.00	\$14.00	\$ 4,200.00	453.00	\$ 6,342.00		\$ -	453.00	\$ 6,342.00
38	Pavement Marking, Epoxy 18-inch Solid White, Stop bar	L.F.	16.00	\$68.00	\$ 1,088.00	93.00	\$ 6,324.00		\$ -	93.00	\$ 6,324.00
39	Pavement Marking, Epoxy 8-inch Solid White, Crosswalk	L.F.	70.00	\$30.00	\$ 2,100.00	206.00	\$ 6,180.00		\$ -	206.00	\$ 6,180.00
40	Pavement Marking, Epoxy 4-inch Dashed White or Yellow	L.F.	160.00	\$18.00	\$ 2,880.00	231.00	\$ 4,158.00		\$ -	231.00	\$ 4,158.00
41	Remove and Replace Fence	L.F.	60.00	\$83.00	\$ 4,980.00	105.00	\$ 8,715.00		\$ -	105.00	\$ 8,715.00
42	Water Main Offset Cash Allowance	L.S.	1.00	\$100,000.00	\$ 100,000.00	0.10	\$ 9,880.00		\$ -	0.0988	\$ 9,880.00
43	Water service offset 3/4-inch to 2-inch	EA.	2.00	\$3,607.00	\$ 7,214.00		\$ -		\$ -		\$ -
44	Locate & Protect Sanitary Lateral	EA.	4.00	\$2,074.00	\$ 8,296.00	4.00	\$ 8,296.00		\$ -	4.00	\$ 8,296.00
45	Precast Concrete Barrier, (if ordered by engineer)	L.F.	150.00	\$46.00	\$ 6,900.00		\$ -		\$ -		\$ -
<b>TOTAL BID ITEMS 1-45</b>						\$ 1,970,064.00		\$ 1,965,474.84		\$ -	\$ 1,965,474.84

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

8 - FINAL

For (Project): 42-inch Transmission Water Main - Phase 1 Main Street to Treatment Plant										Application Date: 12/8/2020					
Application Period: Final Payment										Engineer's Project No.: 8022-10031.301					
A	B	C	D	E	F	G	H	I	J	K	L				
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date					
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)				
<b>8-inch Sanitary Force Main</b>															
46	Mobilization	L.S.	1.00	\$13,167.00	\$	13,167.00	1.00	\$	13,167.00	\$	-	1.00	\$	13,167.00	
47	Traffic Control	L.S.	1.00	\$22,050.00	\$	22,050.00	1.00	\$	22,050.00	\$	-	1.00	\$	22,050.00	
48	Silt Fence	L.F.	130.00	\$4.00	\$	520.00		\$	-	\$	-		\$	-	
49	Inlet Sediment Guard, Type D	EA.	7.00	\$165.00	\$	1,155.00	14.00	\$	2,310.00	\$	-	14.00	\$	2,310.00	
50	Tree Removal	I.D.	12.00	\$60.00	\$	720.00	12.00	\$	720.00	\$	-	12.00	\$	720.00	
51	Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer	S.Y.	1,300.00	\$8.00	\$	10,400.00	1,300.00	\$	10,400.00	\$	-	1,300.00	\$	10,400.00	
52	8-inch Sanitary Force Main w/ Slurry Backfill	L.F.	700.00	\$399.00	\$	279,300.00	99.00	\$	39,501.00	\$	-	99.00	\$	39,501.00	
53	8-inch Sanitary Force Main w/ Spoil Backfill	L.F.	140.00	\$204.00	\$	28,560.00	20.00	\$	4,080.00	\$	-	20.00	\$	4,080.00	
54	Full Depth Sawcutting	L.F.	160.00	\$2.50	\$	400.00	197.00	\$	492.50	\$	-	197.00	\$	492.50	
55	Crushed Aggregate Base Course	TON	520.00	\$28.00	\$	14,560.00	374.73	\$	10,492.44	\$	-	374.73	\$	10,492.44	
56	Pavement Replacement Type "B" (concrete pavement)	S.Y.	1,050.00	\$61.00	\$	64,050.00	966.00	\$	58,926.00	\$	-	966.00	\$	58,926.00	
57	Pavement Replacement Type "C" (asphalt overlay)	S.Y.	220.00	\$56.00	\$	12,320.00		\$	-	\$	-		\$	-	
58	3-inch Temporary Asphalt Trench Patch	S.Y.	100.00	\$62.00	\$	6,200.00		\$	-	\$	-		\$	-	
59	30-inch Concrete Curb and Gutter Replacement	L.F.	380.00	\$33.00	\$	12,540.00	400.00	\$	13,200.00	\$	-	400.00	\$	13,200.00	
60	4-inch Concrete Sidewalk/ADA Ramp Replacement	S.F.	300.00	\$12.00	\$	3,600.00	876.00	\$	10,512.00	\$	-	876.00	\$	10,512.00	
61	Concrete Driveway Replacement	S.F.	200.00	\$14.00	\$	2,800.00	426.00	\$	5,964.00	\$	-	426.00	\$	5,964.00	
62	Asphalt Driveway Replacement	S.F.	120.00	\$10.00	\$	1,200.00		\$	-	\$	-		\$	-	
63	Pavement Marking, Epoxy 18-inch Solid White, Stop bar	L.F.	16.00	\$68.00	\$	1,088.00		\$	-	\$	-		\$	-	
64	Pavement Marking, Epoxy 8-inch Solid White, Crosswalk	L.F.	32.00	\$30.00	\$	960.00		\$	-	\$	-		\$	-	
<b>TOTAL BID ITEMS 46-64</b>						\$	<b>475,590.00</b>		\$	<b>191,814.94</b>	\$	-		\$	<b>191,814.94</b>
<b>TOTALS</b>						\$	<b>2,445,654.00</b>		\$	<b>2,157,289.78</b>	\$	-		\$	<b>2,157,289.78</b>
<b>ADDITIONAL ITEMS</b>															
CO-1-1	Remove and Replace Existing 48-inch Water Main	L.S.	1.00	\$20,071.57	\$	20,071.57	1.00	\$	20,071.57	\$	-	1.00	\$	20,071.57	
CO-1-2	Expose Existing 30"x12" Water Main Cross at Chatham Street	L.S.	1.00	\$3,693.99	\$	3,693.99	1.00	\$	3,693.99	\$	-	1.00	\$	3,693.99	
CO-1-3	Remove and Dispose of Concrete Foundations	L.S.	1.00	\$2,355.00	\$	2,355.00	1.00	\$	2,355.00	\$	-	1.00	\$	2,355.00	
CO-1-4	Cut, Cap, and Rod Existing 30"x12" Water Main Cross	L.S.	1.00	\$4,132.76	\$	4,132.76	1.00	\$	4,132.76	\$	-	1.00	\$	4,132.76	
CO-1-5A	3-inch Asphalt Binder for Roadways Attributable to Water Main Construction	S.Y.	804.00	\$37.00	\$	29,748.00	804.00	\$	29,748.00	\$	-	804.00	\$	29,748.00	
CO-1-5B	2-inch Asphalt Binder for Sidewalks Attributable to Water Main Construction	S.Y.	72.81	\$61.00	\$	4,441.41	72.81	\$	4,441.41	\$	-	72.81	\$	4,441.41	
CO-1-5C	Preparation of Subgrade for Temporary Pavement Attributable to Water Main Construction	L.S.	1.00	\$3,333.33	\$	3,333.33	1.00	\$	3,333.33	\$	-	1.00	\$	3,333.33	
CO-1-5D	3-inch Asphalt Binder for Roadways Attributable to Force Main Construction	S.Y.	402.00	\$37.00	\$	14,874.00	402.00	\$	14,874.00	\$	-	402.00	\$	14,874.00	
CO-1-5E	2-inch Asphalt Binder for Sidewalks Attributable to Force Main Construction	S.Y.	36.40	\$61.00	\$	2,220.40	36.40	\$	2,220.40	\$	-	36.40	\$	2,220.40	
CO-1-5F	Preparation of Subgrade for Temporary Pavement Attributable to Force Main Construction	L.S.	1.00	\$1,666.67	\$	1,666.67	1.00	\$	1,666.67	\$	-	1.00	\$	1,666.67	
CO-1-6A	Remove and Replace 12-inch RCP CL V Storm Sewer w/ Granular Backfill	L.F.	156.00	\$193.00	\$	30,108.00	156.00	\$	30,108.00	\$	-	156.00	\$	30,108.00	
CO-1-6B	Remove and Replace 15-inch RCP CL V Storm Sewer w/ Granular Backfill	L.F.	15.00	\$196.00	\$	2,940.00	15.00	\$	2,940.00	\$	-	15.00	\$	2,940.00	
CO-1-6C	Remove and Replace 21-inch RCP CL V Storm Sewer w/ Granular Backfill	L.F.	47.00	\$202.00	\$	9,494.00	47.00	\$	9,494.00	\$	-	47.00	\$	9,494.00	
CO-1-6D	Remove and Replace 48-inch Storm Sewer manhole	EA.	1.00	\$3,000.00	\$	3,000.00	1.00	\$	3,000.00	\$	-	1.00	\$	3,000.00	
CO-1-6E	Concrete Collar on Existing Storm Sewer Connections	EA.	3.00	\$1,000.00	\$	3,000.00	3.00	\$	3,000.00	\$	-	3.00	\$	3,000.00	
CO-1-6F	8-inch Sanitary Force Main w/ Granular Backfill	L.F.	700.00	\$313.00	\$	219,100.00	627.00	\$	196,251.00	\$	-	627.00	\$	196,251.00	
CO-1-7	Deduct 45 L.F. Bid Item 12 - 6-inch Water Main w/ Slurry Backfill	L.F.	-45.00	\$401.00	\$	(18,045.00)		\$	-	\$	-		\$	-	
CO-1-8	Deduct 74 L.F. Bid Item 13 - 6-inch Water Main / Hydrant Lead with Spoil Backfill	L.F.	-74.00	\$279.00	\$	(20,646.00)		\$	-	\$	-		\$	-	
CO-1-9	Eliminate Bid Item 17 - Temporary Water Main and Water Services	L.S.	-1.00	\$5,535.00	\$	(5,535.00)		\$	-	\$	-		\$	-	
CO-1-10	Eliminate Bid Item 18 - 1-inch Water Service	L.F.	-9.00	\$147.00	\$	(1,323.00)		\$	-	\$	-		\$	-	
CO-1-11	Eliminate Bid Item 19 - 1-inch Tap, Saddle, and Corporation Valve	EA.	-2.00	\$988.00	\$	(1,976.00)		\$	-	\$	-		\$	-	
CO-1-12	Eliminate Bid Item 20 - 1-inch Curb Valve and Box	EA.	-2.00	\$602.00	\$	(1,204.00)		\$	-	\$	-		\$	-	
CO-1-13	Eliminate Bid Item 27 - Remove and Replace 12-inch RCP CL V Storm Sewer w/ Slurry Backfill	L.F.	-60.00	\$208.00	\$	(12,480.00)		\$	-	\$	-		\$	-	
CO-1-14	Deduct 600 L.F. Bid Item 52 - 8-inch Sanitary Force Main w/ Slurry Backfill	L.F.	-600.00	\$399.00	\$	(239,400.00)		\$	-	\$	-		\$	-	

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

8 - FINAL

For (Project): 42-inch Transmission Water Main - Phase 1 Main Street to Treatment Plant										Application Date: 12/8/2020	
Application Period: Final Payment										Engineer's Project No.: 8022-10031.301	
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
CO-1-15	Deduct 120 L.F. Bid Item 53 – 8-inch Sanitary Force Main w/ Spoil Backfill	L.F.	-120.00	\$204.00	\$ (24,480.00)		\$ -		\$ -		\$ -
CO-2-1	Pavement Replacement Type "A" (concrete with asphalt overlay) Attributable to Force Main Construction	S.Y.	436.00	\$77.00	\$ 33,572.00	436.00	\$ 33,572.00		\$ -	436.00	\$ 33,572.00
CO-2-2	Detectable Warning Field Attributable to Force Main Construction	S.F.	103.00	\$49.00	\$ 5,047.00	103.00	\$ 5,047.00		\$ -	103.00	\$ 5,047.00
CO-2-3	Remove and Replace Fence Attributable to Force Main Construction	L.F.	60.00	\$83.00	\$ 4,980.00	60.00	\$ 4,980.00		\$ -	60.00	\$ 4,980.00
CO-2-4	Temporary Street Lighting	L.S.	1.00	\$15,525.00	\$ 15,525.00	1.00	\$ 15,525.00		\$ -	1.00	\$ 15,525.00
CO-2-5	Repair Existing 30-inch Sanitary Sewer	L.S.	1.00	\$7,522.08	\$ 7,522.08	1.00	\$ 7,522.08		\$ -	1.00	\$ 7,522.08
CO-2-6	4-inch Colored Concrete Sidewalk/ADA Ramp Replacement	S.F.	331.00	\$9.80	\$ 3,243.80	331.00	\$ 3,243.80		\$ -	331.00	\$ 3,243.80
CO-2-7A	Additional Asphalt for Pavement Replacement Type "A" (concrete with asphalt overlay) Attributable to Water Main Construction	TON	56.73	\$77.00	\$ 4,368.21	56.73	\$ 4,368.21		\$ -	56.73	\$ 4,368.21
CO-2-7B	Additional Asphalt for Pavement Replacement Type "A" (concrete with asphalt overlay) Attributable to Force Main Construction	TON	37.00	\$77.00	\$ 2,849.00	37.00	\$ 2,849.00		\$ -	37.00	\$ 2,849.00
CO-2-8A	Permanent Street Lighting Replacement	L.S.	1.00	\$29,653.00	\$ 29,653.00	1.00	\$ 29,653.00		\$ -	1.00	\$ 29,653.00
CO-2-8B	Conduit Installed at the Request of the City of Racine for Future Fiber Optic	L.S.	1.00	\$9,510.00	\$ 9,510.00	1.00	\$ 9,510.00		\$ -	1.00	\$ 9,510.00
CO-2-9A	Sandblast and Remark Double Yellow Line Epoxy Pavement Marking	L.F.	195.00	\$19.61	\$ 3,823.95	195.00	\$ 3,823.95		\$ -	195.00	\$ 3,823.95
CO-2-9B	Sandblast and Remark 4" White Epoxy Pavement Marking	L.F.	46.00	\$9.84	\$ 452.64	46.00	\$ 452.64		\$ -	46.00	\$ 452.64
CO-2-9C	Sandblast and Remark 6" White Epoxy Pavement Marking	L.F.	93.00	\$14.67	\$ 1,364.31	93.00	\$ 1,364.31		\$ -	93.00	\$ 1,364.31
CO-2-10A	Removal of Temporary Pavement	L.S.	1.00	\$7,400.00	\$ 7,400.00	1.00	\$ 7,400.00		\$ -	1.00	\$ 7,400.00
CO-2-10B	Concrete Framing of Basement Door	L.S.	1.00	\$1,725.00	\$ 1,725.00	1.00	\$ 1,725.00		\$ -	1.00	\$ 1,725.00
CO-2-11	Eliminate Bid Item 4 - Tracking pad	S.F.	-1,400.00	\$2.00	\$ (2,800.00)		\$ -		\$ -		\$ -
CO-2-12	Add 548 S.Y. Bid Item 30 - Pavement Replacement Type "A" (concrete with asphalt overlay)	S.Y.	548.00	\$77.00	\$ 42,196.00		\$ -		\$ -		\$ -
CO-2-13	Eliminate Bid Item 32 - Pavement Replacement Type "C" (asphalt overlay)	S.Y.	-120.00	\$63.00	\$ (7,560.00)		\$ -		\$ -		\$ -
CO-2-14	Eliminate Bid Item 33 - 3-inch Temporary Asphalt Trench Patch	S.Y.	-200.00	\$54.00	\$ (10,800.00)		\$ -		\$ -		\$ -
CO-2-15	Add 3,260 S.F. Bid Item 35 - 4-inch Concrete Sidewalk/ADA Ramp Replacement	S.F.	3,260.00	\$12.00	\$ 39,120.00		\$ -		\$ -		\$ -
CO-2-16	Add 92 S.F. Bid Item 36 - Detectable Warning Field	S.F.	92.00	\$49.00	\$ 4,508.00		\$ -		\$ -		\$ -
CO-2-17	Eliminate Bid Item 45 - Precast Concrete Barrier, (if ordered by engineer)	L.F.	-150.00	\$46.00	\$ (6,900.00)		\$ -		\$ -		\$ -
CO-2-18	Eliminate Bid Item 57 – Pavement Replacement Type "C" (asphalt overlay)	S.Y.	-220.00	\$56.00	\$ (12,320.00)		\$ -		\$ -		\$ -
CO-2-19	Eliminate Bid Item 58 – 3-inch Temporary Asphalt Trench Patch	S.Y.	-100.00	\$62.00	\$ (6,200.00)		\$ -		\$ -		\$ -
CO-2-20	Eliminate Bid Item 62 - Asphalt Driveway Replacement	S.F.	-120.00	\$10.00	\$ (1,200.00)		\$ -		\$ -		\$ -
CO-2-21	Deduct 73 L.F. of 8-inch Sanitary Force Main w/ Granular Backfill	L.F.	-73.00	\$313.00	\$ (22,849.00)		\$ -		\$ -		\$ -
<b>TOTAL ADDITIONAL ITEMS</b>						\$ 175,321.12		\$ 462,366.12		\$ -	\$ 462,366.12
<b>TOTAL ALL ITEMS</b>						\$ 2,620,975.12		\$ 2,619,655.90		\$ -	\$ 2,619,655.90



 **AIA Document G707™ – 1994**

**Consent Of Surety to Final Payment**

Bond # 9316623

**PROJECT:** *(Name and Address)*

42-inch Transmission Water Main; Phase 1; Main Street to Treatment Plant; Project No. W-19-16

**TO OWNER:** *(Name and Address)*

Racine Water and Wastewater Utility  
800 Center St, Racine, WI 53404

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** General Construction

**CONTRACT DATED:** 7/29/2019

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Fidelity And Deposit Company Of Maryland  
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

, SURETY,

on bond of

*(Insert name and address of Contractor)*

DORNER, INC. E506 Luxemburg Road Luxemburg, WI 54217

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

*(here insert name and address of Owner)*

Racine Water and Wastewater Utility 800 Center St Racine, WI 53404

, OWNER,

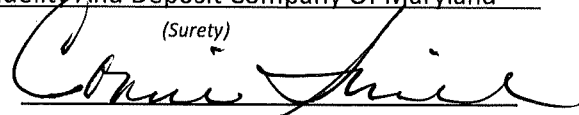
as set forth in the said Surety Company's bond.

**IN WITNESS WHEREOF**, the Surety Company has hereunto set its hand on this: September 29, 2020

*(Insert in writing the month followed by the numeric date and year.)*

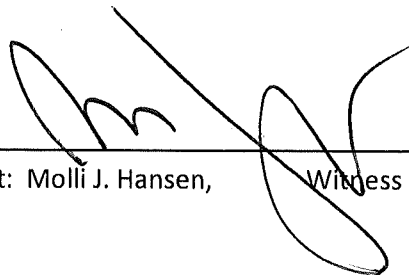
Fidelity And Deposit Company Of Maryland

*(Surety)*



Signature of Authorized Representative

Connie Smith, Attorney-in-fact



Attest: Molli J. Hansen,  
(Seal)

Witness

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael J. DOUGLAS, Connie SMITH, Chris STEINAGEL, Christopher M. KEMP, Robert DOWNEY, Kory MORTEL and Eliot MOTU**, all of **Hudson, Wisconsin**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of November, A.D. 2019.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 27th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of September, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577



DORNINC-01

BSAWALL

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Vizance, Inc.</b> 2501 E. Enterprise Ave. Suite 301 Appleton, WI 54913	<b>CONTACT NAME:</b> Rachel Cleven <b>PHONE (A/C, No, Ext):</b> (920) 441-0087   <b>FAX (A/C, No):</b> (920) 232-8731 <b>E-MAIL ADDRESS:</b> rcleven@vizance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Sentry Insurance a Mutual Company	<b>NAIC #</b> 24988
<b>INSURED</b>  <b>Dorner Inc.</b> <b>E506 Luxemburg Rd</b> <b>Luxemburg, WI 54217-9460</b>	<b>INSURER B :</b> XL Specialty Insurance	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		<b>INSURER F :</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>	<input checked="" type="checkbox"/>		<b>A0103044004</b>	<b>6/1/2020</b>	<b>6/1/2021</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>500,000</b>
	<input checked="" type="checkbox"/>	OCCUR						MED EXP (Any one person)	\$ <b>10,000</b>
		GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ <b>1,000,000</b>
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PRO-JECT	<input checked="" type="checkbox"/>	LOC		GENERAL AGGREGATE	\$ <b>3,000,000</b>
		OTHER:						PRODUCTS - COMPI/OP AGG	\$ <b>2,000,000</b>
<b>A</b>	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b>	<input checked="" type="checkbox"/>		<b>A0103044001</b>	<b>6/1/2020</b>	<b>6/1/2021</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>
	<input checked="" type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/>	HIRE AUTOS ONLY	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
<b>A</b>	<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>		<b>A0103044006</b>	<b>6/1/2020</b>	<b>6/1/2021</b>	EACH OCCURRENCE	\$ <b>10,000,000</b>
	<input checked="" type="checkbox"/>	EXCESS LIAB						AGGREGATE	\$ <b>10,000,000</b>
		DED	<input checked="" type="checkbox"/>	RETENTION \$	<b>0</b>				\$
<b>A</b>	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>A0103044005</b>	<b>6/1/2020</b>	<b>6/1/2021</b>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input checked="" type="checkbox"/>	<b>N / A</b>			E.L. EACH ACCIDENT	\$ <b>100,000</b>
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ <b>100,000</b>
								E.L. DISEASE - POLICY LIMIT	\$ <b>500,000</b>
<b>B</b>	<input type="checkbox"/>	<b>Contr Pollution Liab</b>			<b>PEC2000012</b>	<b>10/15/2020</b>	<b>10/15/2021</b>	<b>\$2,000,000/</b> <b>2,000,000</b>	
<b>B</b>	<input type="checkbox"/>	<b>Contr Professional</b>			<b>PEC2000012</b>	<b>10/15/2020</b>	<b>10/15/2021</b>	<b>\$2,000,000/</b> <b>2,000,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project W-19-16, 42-Inch Transmission Water Main - Phase 1, Main Street to Treatment Plant; Racine Water & Wastewater Utility, Racine County, WI City of Racine, Racine Water & Wastewater Utilities, Ruckert & Mielke, Inc., and Wisconsin Department of Transportation, their elected and appointed officials, officers, employees or authorized representatives or volunteers are named as additional insured under the General Liability including ongoing and completed operations coverage (CG2010 7/04 and CG2037 7/04 forms), Umbrella and Auto Liability policies on a primary and non-contributory basis when required by written contract, and signed by all applicable parties prior to loss. Umbrella/Excess extends over underlying insurance. A 30 day Notice of Cancellation applies. All above referenced coverages are subject to actual policy forms, terms, and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Racine  
 800 Center Street  
 Racine, WI 53403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: December 16 2020

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for Racine Water Utility

by Dorner Inc.

for 42" Transmission WM; Phase 1; #W-19-169

same being situated in Racine County, State of Wisconsin, described as

---

**Final Lien Waiver**

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for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature

*Yana Achenbrenner*

Company Name

Dorner Inc.

Address

E506 Luxemburg Rd, PO Box 129

City/State/Zip

Luxemburg, WI 54217

4861

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

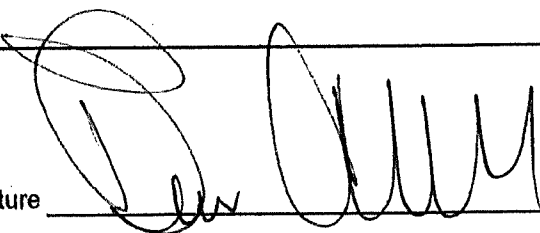
**WAIVER OF LIEN**

DATE: August 18 2020

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Racine by Dorner Inc. for 42" Transmission Water Main; Phase 1 #W-19-16 same being situated in Racine County, State of Wisconsin, described as

**Final Lien Waiver**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature 

Company Name Crowley Construction Corp

Address 1353 N 68th St

City/State/Zip Wauwatosa, WI 53213

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: August 18 2020

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Racine

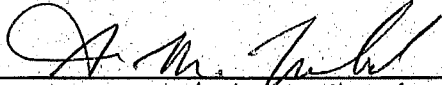
by Dorner Inc.

for 42" Transmission Water Main; Phase 1 #W-19-16

same being situated in Racine County, State of Wisconsin, described as

### Final Lien Waiver

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature   
*Ann M. Neshek - Vice President*

Company Name Arrow-Crete Construction, LLC

Address PO Box 14823

City/State/Zip Milwaukee, WI 53214

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: August 18 2020

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Racine

by Dorner Inc.

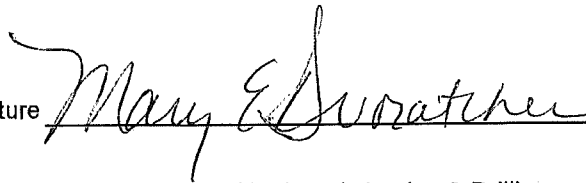
for 42" Transmission Water Main; Phase 1 #W-19-16

same being situated in Racine County, State of Wisconsin, described as

### Final Lien Waiver

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature



Company Name

Hard Rock Sawing & Drilling

Address

PO Box 718

City/State/Zip

Keshena, WI 54135



**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: August 18 2020

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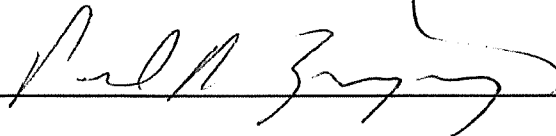
for 42" Transmission Water Main; Phase 1 #W-19-16

same being situated in Racine County, State of Wisconsin, described as

### Final Lien Waiver

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature



Company Name

Zignego Ready Mix, Inc.

Address

W226 N2940 Duplainville Rd

City/State/Zip

Waukesha, WI 53186

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: August 18 2020

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for City of Racine

by Dorner Inc.

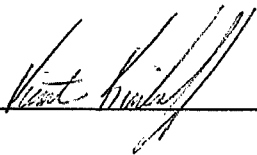
for 42" Transmission Water Main; Phase 1 #W-19-16

same being situated in Racine County, State of Wisconsin, described as

### Final Lien Waiver

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature

 BUSINESS MANAGER

Company Name

Pro Electric Inc.

Address

21500 W 6 Mile Rd

City/State/Zip

Franksville, WI 53126

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: August 18 2020

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Racine

by Dorner Inc.

for 42" Transmission Water Main; Phase 1 #W-19-16

same being situated in Racine County, State of Wisconsin, described as

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### Final Lien Waiver

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for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature *Jennifer Brooksher*  
Jennifer Brooksher - Credit Manager

Company Name Core and Main

Address 15655 W Rogers Drive

City/State/Zip New Berlin, WI 53151

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

**WAIVER OF LIEN**

DATE: August 25, 2020  
~~August 18 2020~~

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Racine


by Dorner Inc.

for 42" Transmission Water Main; Phase 1 #W-19-16

same being situated in Racine County, State of Wisconsin, described as

**Final Lien Waiver**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature 

Company Name Oldcastle Infrastructure

Address 7000 Central Parkway, Ste 800

City/State/Zip Atlanta, GA 30328

**DORNER INC.**  
**E506 Luxemburg Road, P.O. Box 129**  
**Luxemburg, WI 54217**  
**920-845-2442 (PH) 920-845-2458 (Fax)**

**WAIVER OF LIEN**

DATE: August 18 2020

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Racine

by Dorner Inc.

for 42" Transmission Water Main; Phase 1 #W-19-16

same being situated in Racine County, State of Wisconsin, described as

**Final Lien Waiver**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature



Company Name

Storm Companies, Inc.

Address

PO Box 3385

City/State/Zip

Oshkosh, WI 54903



**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: August 18 2020

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Racine

by Dorner Inc.

for 42" Transmission Water Main; Phase 1 #W-19-16

same being situated in Racine County, State of Wisconsin, described as

### Final Lien Waiver

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature Casey Per

Company Name Century Fence Company

Address PO Box 727

City/State/Zip Pewaukee, WI 53072

Date: August 19<sup>th</sup> 2020

WAIVER OF LIEN

STATE OF Wisconsin  
COUNTY OF Outagamie

TO WHOM IT MAY CONCERN:

For good & valuable consideration by payment in the amount of \_IN FULL\_. This document is effective by Ferguson Enterprises, LLC., on its behalf or as an agent for its subsidiaries and affiliates to waive and relinquish any and all claims and rights of lien in the above amount for material furnished to \_ DORNER INC\_ and located at the site hereinafter described to wit:

DORNER INC  
W-19-16 RACINE  
100 HUBBARD ST  
RACINE, WI 53405

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 19<sup>th</sup> day of August, 2020.

By:

A handwritten signature in black ink that reads "Nikki Heiting-CM". The signature is written in a cursive, flowing style.

Nikki Heiting  
Credit Manager

# FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **August 19, 2020**


1. Claimant's Name: **Payne & Dolan, Inc.**  
Claimant's Address: **1700 120th Avenue, Kenosha, WI 53144**
2. Property Improved by Contractor's Work (check one):  
 Street address: **42" Transmission Water Main Ph 1 Main St. to Plant, Project #W-19-16 Racine**  
 Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

**DORNER, INC.**  
**E506 Luxemburg Road, P.O. Box 129**  
**Luxemburg, WI 54217-0129**

4. Waiver of lien rights, is made for (select one):  
 The following work:  
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)  
 All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

CONTRACTOR NAME: **PAYNE & DOLAN, INC.**

By:   
CBAB8C64B99E438... (signature)

Authorized Agent's Name: **Raymond A. Postotnik**  
(print name of person signing above)

Title: **Agent**

Address: **1700 120th Avenue, Kenosha, WI 53144**

Telephone Number: **262-859-3081**



**DORNER INC.**  
**E506 Luxemburg Rd. – P.O. Box 129**  
**Luxemburg, WI 54217-0129**  
**Phone: (920) 845-2442 Fax: (920) 845-2458**

**Subs and Suppliers for  
Racine 42” Transmission WM; Phase W-19-16**

Crowley Construction Corp  
Arrow-Crete Construction, LLC  
Hard Rock Sawing & Drilling  
Zignego Ready Mix, Inc.  
Pro Electric Inc.  
Core and Main  
Oldcastle Infrastructure  
Storm Companies, Inc.  
Century Fence Company  
Ferguson Waterworks  
Payne and Dolan, Inc.