

**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 Willkomm Excavating & Grading, Inc. (contractor) on Contract W-19-8, Louis Sorenson Road Transmission Water Main, has been completed. The contract totaled \$1,856,968.51, which included one change order. 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: Louis Sorenson Road Transmission Water Main Final Application for Payment  
Project W-19-8, Segment 1.7

Dear Mr. Gitter:

Enclosed with this letter, please see the Application for Payment No. 6 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, Willkomm Excavating & Grading, 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.


The date of Substantial Completion for this project was September 19<sup>th</sup>, 2019. In accordance with paragraph 15.08 of the General Conditions, the Contractor was required to promptly repair or correct defective Work for a period of one year from the date of Substantial Completion and has since expired.

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: Louis Sorenson Road Transmission Water Main Contractor's Application for Payment No. 6  
Project W-19-8, Segment 1.7

Dear Mr. Gitter:

Enclosed, please find the Louis Sorenson Road Transmission Water Main Contractor's Application for Payment No. 6. 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 no deficiencies for this project. The cost breakdown is as follows:

	Racine Deficiency Amount (0%)	Future Growth Amount	Project Total
Payment this Period	\$0.00	\$119,487.68	\$119,487.68
Total Payment to Date	\$0.00	\$1,856,968.51	\$1,856,968.51

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. 6 - FINAL

<b>Application Date:</b> 1/4/2021	<b>Application Period:</b> Final Payment
<b>To (Owner):</b> Racine Water Utilities	<b>Via (Engineer):</b> Ruekert & Mielke, Inc.
<b>Contact:</b> Keith Haas, P.E.	<b>Contact:</b> Brennan E. Fischer, P.E.
<b>Project:</b> Louis Sorenson Road Transmission Water Main	<b>Address:</b> W233 N2080 Ridgeway Parkway Waukesha, WI 53188
<b>Owner's Contract No.:</b> W-19-8	<b>Contractor's Project No.:</b> 8022-10026.300

### Change Order Summary

Approved Change Orders	Additions	Deductions (Enter as Positive Number)
CO-1 - Closeout		\$32,102.49
TOTALS		
		\$32,102.49
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>-\$32,102.49</b>

1. ORIGINAL CONTRACT PRICE ..... \$ 1,889,071.00
2. Net change by Change Orders ..... \$ (32,102.49)
3. CURRENT CONTRACT PRICE (Line 1 + Line 2) ..... \$ 1,856,968.51
4. TOTAL COMPLETED TO DATE  
(Column L Total on Progress Estimates) ..... \$ 1,856,968.51
5. RETAINAGE:
  - a. 5% X \$928,484.26 Work Completed .... \$ 46,424.21
  - RETAINAGE REDUCTION TO DATE (Enter as Positive Number) . \$ 46,424.21
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) ..... \$ 1,856,968.51
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) ..... \$ 1,737,480.83
9. AMOUNT DUE THIS APPLICATION ..... \$ 119,487.68

### 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: 1-5-2021

Payment of: \$ 119,487.68  
(Line 9 or other - attach explanation of the other amount)

Recommended by: \_\_\_\_\_  
(Engineer) 01/06/2021  
(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. 6 - FINAL**

Application Period:		Engineer's Project No.: 8022-10025.300										
Final Payment		Application Date: 1/4/2021										
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 Estimated Quantity Installed	Value of Work Installed (\$)	Work Completed This Period Estimated Quantity Installed	Value of Work Installed (\$)	Total Work Completed Estimated Quantity Installed	Value of Work Installed (\$)	
1	Mobilization	L.S.	1.00	\$ 33,856.00	\$ 33,856.00	0.85	\$ 25,771.60	0.16	\$ 5,078.40	1.00	\$ 33,856.00	
2	Traffic Control	L.S.	1.00	\$ 7,500.00	\$ 7,500.00	0.85	\$ 6,375.00	0.15	\$ 1,125.00	1.00	\$ 7,500.00	
3	Silt Fence	L.F.	850.00	\$ 1.70	\$ 1,445.00	638.00	\$ 1,084.60	212.00	\$ 360.40	850.00	\$ 1,445.00	
4	Inlet sediment guard	EA	2.00	\$ 50.00	\$ 100.00	2.00	\$ 100.00	-	\$ -	2.00	\$ 100.00	
5	Manufactured Ditch Check	L.F.	328.00	\$ 4.00	\$ 1,312.00	178.50	\$ 716.00	-	\$ -	178.50	\$ 716.00	
6	Full Depth Saw Out	L.F.	2,315.00	\$ 4.00	\$ 9,260.00	2,092.00	\$ 8,368.00	-	\$ -	2,092.00	\$ 8,368.00	
7	Tracking Pad	S.F.	1,200.00	\$ 6.00	\$ 7,200.00	-	\$ -	-	\$ -	-	\$ -	
8	16-inch Water Main w/ spoil backfill	L.F.	3,843.00	\$ 104.00	\$ 400,272.00	4,028.50	\$ 418,964.00	-	\$ -	4,028.50	\$ 418,964.00	
9	16-inch Water Main w/ granular backfill	L.F.	905.00	\$ 148.00	\$ 133,940.00	630.00	\$ 93,060.00	-	\$ -	630.00	\$ 93,060.00	
10	20-inch Water Main w/ spoil backfill	L.F.	775.00	\$ 152.00	\$ 117,800.00	826.00	\$ 125,400.00	-	\$ -	826.00	\$ 125,400.00	
11	20-inch Water Main w/ granular backfill	L.F.	390.00	\$ 192.00	\$ 74,880.00	382.50	\$ 73,275.00	-	\$ -	382.50	\$ 73,275.00	
12	24-inch Water Main w/ spoil backfill	L.F.	3,606.00	\$ 139.00	\$ 501,234.00	3,893.50	\$ 540,090.50	-	\$ -	3,893.50	\$ 540,090.50	
13	24-inch Water Main w/ granular backfill	L.F.	510.00	\$ 271.00	\$ 138,210.00	214.00	\$ 58,374.00	-	\$ -	214.00	\$ 58,374.00	
14	6-inch Hydrant Lead in Spoil	L.F.	131.00	\$ 132.00	\$ 17,292.00	118.30	\$ 15,615.60	-	\$ -	118.30	\$ 15,615.60	
15	6-inch Hydrant Lead in Granular	L.F.	12.00	\$ 198.00	\$ 2,376.00	22.00	\$ 4,356.00	-	\$ -	22.00	\$ 4,356.00	
16	6-inch Hydrant Gate Valve	EA	12.00	\$ 11,136.00	\$ 133,632.00	12.00	\$ 133,632.00	-	\$ -	12.00	\$ 133,632.00	
17	16-inch Butterfly Valve	EA	6.00	\$ 33,297.00	\$ 199,782.00	6.00	\$ 199,782.00	-	\$ -	6.00	\$ 199,782.00	
18	20-inch Butterfly Valve	EA	2.00	\$ 5,039.00	\$ 10,078.00	2.00	\$ 10,078.00	-	\$ -	2.00	\$ 10,078.00	
19	24-inch Butterfly Valve	EA	6.00	\$ 7,542.00	\$ 45,252.00	6.00	\$ 45,252.00	-	\$ -	6.00	\$ 45,252.00	
20	Hydrant Assembly with anchor tee	EA	11.00	\$ 6,774.00	\$ 74,514.00	10.00	\$ 67,740.00	-	\$ -	10.00	\$ 67,740.00	
21	Remove and reinstall salvaged temporary hydrant (Sta. 177+83)	EA	1.00	\$ 5,345.00	\$ 5,345.00	1.00	\$ 5,345.00	-	\$ -	1.00	\$ 5,345.00	
22	Remove and reinstall salvaged temporary hydrant (Sta. 177+83)	EA	1.00	\$ 5,345.00	\$ 5,345.00	1.00	\$ 5,345.00	-	\$ -	1.00	\$ 5,345.00	
23	Remove and reinstall salvaged 24" x 6" Tee (Sta. 177+83)	EA	1.00	\$ 3,791.00	\$ 3,791.00	1.00	\$ 3,791.00	-	\$ -	1.00	\$ 3,791.00	
24	Detector Wire and locator box for water main	EA	10.00	\$ 430.00	\$ 4,300.00	2.00	\$ 860.00	-	\$ -	2.00	\$ 860.00	
25	32 Lb. Magnesium Anode	EA	89.00	\$ 301.00	\$ 26,789.00	10.00	\$ 3,010.00	-	\$ -	10.00	\$ 3,010.00	
26	15 Lb. Magnesium Anode	EA	62.00	\$ 238.00	\$ 14,756.00	147.00	\$ 34,986.00	-	\$ -	147.00	\$ 34,986.00	
27	3-inch Asphalt Driveway replacement	S.F.	2,165.00	\$ 5.00	\$ 10,825.00	3,508.00	\$ 17,540.00	-	\$ -	3,508.00	\$ 17,540.00	
28	Crushed Aggregate Base Course	TON	1,090.00	\$ 43.00	\$ 46,870.00	1,151.77	\$ 49,526.11	-	\$ -	1,151.77	\$ 49,526.11	
29	5-inch Asphalt Concrete Trench Patch	S.Y.	1,747.00	\$ 95.00	\$ 165,965.00	498.04	\$ 47,365.49	-	\$ -	498.04	\$ 47,365.49	
30	Topsoil, seed, fertilizer and erosion mat	S.Y.	9,320.00	\$ 7.00	\$ 65,240.00	9,258.50	\$ 64,809.50	-	\$ -	9,258.50	\$ 64,809.50	
31	Trench Bridging	L.F.	100.00	\$ 50.00	\$ 5,000.00	-	\$ -	-	\$ -	-	\$ -	
32	Crushed Aggregate Shoulders	TON	180.00	\$ 44.00	\$ 7,920.00	-	\$ -	-	\$ -	-	\$ -	
33	Crushed Aggregate Driveway Replacement	TON	60.00	\$ 42.00	\$ 2,520.00	44.20	\$ 1,856.40	-	\$ -	44.20	\$ 1,856.40	
34	Concrete Driveway Replacement	S.F.	200.00	\$ 10.50	\$ 2,100.00	347.00	\$ 3,643.50	-	\$ -	347.00	\$ 3,643.50	
35	Cleaning and Grubbing	L.S.	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	\$ -	1.00	\$ 5,000.00	
36	Tree Removal	L.D.	100.00	\$ 68.00	\$ 6,800.00	82.00	\$ 5,576.00	-	\$ -	82.00	\$ 5,576.00	
<b>TOTAL BID ITEMS 1-36</b>					<b>\$ 1,889,971.00</b>		<b>\$ 1,778,984.31</b>		<b>\$ 78,986.69</b>		<b>\$ 1,857,970.91</b>	
<b>ADDITIONAL ITEMS</b>												
CO-1-1	Install Asphalt Driveway 11230 Louis Sorenson Road	L.S.	1	\$ 1,800.00	\$ 1,800.00		\$ -	1.00	\$ 1,800.00	1.00	\$ 1,800.00	
<b>TOTAL ADDITIONAL ITEMS</b>					<b>\$ 1,800.00</b>		<b>\$ -</b>		<b>\$ 1,800.00</b>		<b>\$ 1,800.00</b>	
<b>TOTAL ALL ITEMS</b>					<b>\$ 1,891,771.00</b>		<b>\$ 1,778,984.31</b>		<b>\$ 78,986.69</b>		<b>\$ 1,857,970.91</b>	

**CONSENT OF SURETY  
TO FINAL PAYMENT**

G707

(Instructions on reverse side)

**Bond No. HSA-MW-3310**

TO (OWNER)

(Name and address )

**Racine Water and Wastewater Utility**

**800 Center Street**

**Racine, WI 53403**

PROJECT:

(Name and address) **New Water Transmission Main - Louis Sorensen Rd - #W-19-8**

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

AIA DOCUMENT

ARCHITECT'S PROJECT NO:

**Contract Date: 4/22/2019**

CONTRACT AMOUNT: **\$1,856,968.51**

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

**Hudson Insurance Company**

**100 William Street, 5th Floor**

**New York, NY 10038**

on bond of

(here insert name and address of Contractor)

SURETY,

**Willkomm Excavating & Grading, Inc.**

**17108 County Line Road**

**Union Grove, WI 53182**

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)

CONTRACTOR,

**Racine Water and Wastewater Utility**

**800 Center Street**

**Racine, WI 53403**

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

OWNER,

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 10th day of December, 2020 (Insert  
in writing the month following by the numeric date and year)

**Hudson Insurance Company**

Surety Company

Attest:  
Seal



Signature of Authorized Representative

Title

**Todd Schaap**, Attorney-in-Fact

## **INSTRUCTION SHEET**

### **FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT**

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#### **A. GENERAL INFORMATION**

##### **1. Purpose**

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment to Debts and Claims, on construction projects where the Contractor is required to furnish a bond by obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

##### **2. Related Documents**

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

##### **3. Use of Current Documents**

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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#### **B. CHANGES FROM THE PREVIOUS EDITION**

Changes in the location of various items of information were made, without revision to the substance of the document.

#### **C. COMPLETING G707 FORM**

**GENERAL :** The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor, and Project.

**ARCHITECT'S PROJECT NO.:** This information is typically supplied by the Architect and entered on the form by the Contractor.

**CONTRACT FOR:** This refers to the scope of the contract, such as "General Contractor" or "Mechanical Work".

#### **D. EXECUTION OF THE DOCUMENT**

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap of the state of Wisconsin
Todd Kramer of the state of Iowa

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 9th day of July, 2019 at New York, New York.



Attest... Dina Daskalakis
Corporate Secretary

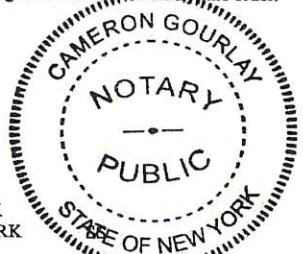
HUDSON INSURANCE COMPANY

By... Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 9th day of July, 2019 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In witness the hand of the undersigned and the seal of said Corporation this 10th day of December, 2020.



By... Dina Daskalakis
Dina Daskalakis, Corporate Secretary

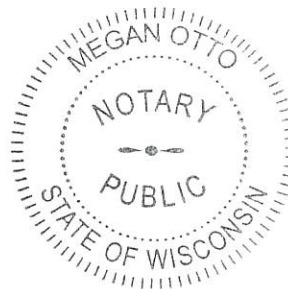
STATE OF WISCONSIN )

COUNTY OF **Kenosha** )

ON THIS 10th day of December, 2020,  
before me, a notary public, within and for said County and State, personally appeared \_\_\_  
Todd Schaap to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Hudson Insurance Company, a corporation  
of Delaware, created, organized and existing under and  
by virtue of the laws of the State of Delaware; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Todd Schaap did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.



**Megan Otto**  
Notary Public, **Kenosha** County, Wisconsin  
My Commission Expires **3/3/2024**





WILLKOM

OP ID: KW

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2020

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> 262-652-7963 Trotter Insurance Group BR C 5320 Green Bay Rd Kenosha, WI 53144 Jay H. Brown	<b>CONTACT Jay H. Brown</b> PHONE (A/C, No, Ext): 262-652-7963      FAX (A/C, No): 262-652-9146 E-MAIL ADDRESS: jayb@trotteragency.com														
<b>INSURED</b> Willkomm Excavating & Grading Inc. 17108 - County Line Rd. Union Grove, WI 53182	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Secura Insurance Companies</b></td> <td style="text-align: center;"><b>22543</b></td> </tr> <tr> <td>INSURER B: <b>CNA</b></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Secura Insurance Companies</b>	<b>22543</b>	INSURER B: <b>CNA</b>		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CP3174257	02/23/2020	02/23/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b>
B	<input checked="" type="checkbox"/> <b>Pollution Liabili</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			C6049631397	02/23/2020	02/23/2021	PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Pollution</b> \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A3174258	02/23/2020	02/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CU3174260	02/23/2020	02/23/2021	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3174259	02/23/2020	02/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Leased Equip</b>			CP3174257	02/23/2020	02/23/2021	<b>Leased Eq</b> \$ <b>500,000</b>
B	<b>Contractors E&amp;O</b>			C6049631397	02/23/2020	02/23/2021	<b>Contr E&amp;O</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: Louis Sorenson Road Transmission Water Main Project W-19-8 City of Racine; Racine Water & Wastewater Utilities; Ruekert & Mielke, Inc. are named additional insured on General Liability per attached form.

**CERTIFICATE HOLDER****CANCELLATION**

<b>RACWAST</b>  Racine Water & Wastewater Utility 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 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

### A. Additional Insured When Required By Written Agreement

#### 1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

#### 2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **B. Additional Insured When Required By Written Agreement – Completed Operations**

### **1. Additional Insured – Completed Operations**

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

### **2. Limitations**

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **C. Primary And Noncontributory**

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

### **Excess Insurance**

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

**D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**E. Amendment – Aggregate Limits Of Insurance (Per Project)**

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

**F. Additional Condition**

The following condition is added:

**Additional Insured Duty To Notify**

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

**FINAL WAIVER OF LIEN**

STATE OF Wisconsin )  
COUNTY OF Racine )

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Racine Water & Wastewater Utility, to furnish Utility/Earthwork for the premises known as Louis Sorenson Road of which Racine Water & Wastewater Utility is the owner.

THE undersigned, for and in consideration of One Hundred Nineteen Thousand Four Hundred Eighty Seven and 68/100 (\$119,487.68) dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens with respect to and on said above-described premises, and the improvement thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises. INCLUDING EXTRAS.\*

DATE: 01/05/21

COMPANY NAME: Willkomm Excavating & Grading, Inc.  
ADDRESS: 17108 County Line Road  
Union Grove WI 53182

SIGNATURE AND SEAL: Nicholas A. Willkomm

The waiver provided in the foregoing paragraph shall only become effective when the Contractor's payment covering Application for Payment Number has been received by Subcontractor and cleared Subcontractor's bank.

**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed, and title of officer signing waiver should be set forth; if waiver is for a partnership the partnership name should be used, partner should sign and designate himself as partner.

**CONTRACTOR'S AFFIDAVIT**

STATE OF Wisconsin )  
COUNTY OF Racine )

TO WHOM IT MAY CONCERN:

THE undersigned, Nicholas A Willkomm being duly sworn, deposes and says that he or she is President of Willkomm Excavating & Grading, Inc. who is the contractor furnishing utility/earthwork on the project located at Louis Sorenson Road, Sturtevant WI owned by Racine Water & Wastewater Utility.

That the total amount of the contract including extras\* is \$ 1,856,968.51 on which we have received payment of \$ 1,737,480.83 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. that the following are the names of all parties who have furnished material or labor, or both, for said work and all the parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Willkomm Excavating	Utility/Earthwork	\$ 938,554.98	\$ 819,067.30	\$ 119,487.68	\$ -
See Attached		\$ 918,413.53	\$ 918,413.53		\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>		\$ 1,856,968.51	\$ 1,737,480.83	\$ 119,487.68	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated. Subcontractor agrees to indemnify and hold harmless Contractor from any and all liabilities, losses, costs, damages, expense, demands, claims, lien claims, bond claims, attorney's fees or collection cost that directly or indirectly arise from Subcontractor's work, or misrepresentations, omissions or inaccuracies in this Waiver.

DATE: 01/05/21

SIGNATURE: Nicholas A. Willkomm

Subscribed and sworn to before me this 5th

day of January, 2021

<b>NAMES</b>	<b>WHAT FOR</b>	<b>CONTRACT PRICE</b>	<b>AMOUNT PAID</b>	<b>THIS PAYMENT</b>	<b>BALANCE DUE</b>
Con-Cor Company	Saw Cutting	\$ 2,603.20	\$ 2,603.20	\$ -	\$ -
Environmental Control Inc.	Landscape	\$ 40,490.92	\$ 40,490.92	\$ -	\$ -
Gestra Engineering Inc	Staking	\$ 1,092.96	\$ 1,092.96	\$ -	\$ -
Core & Main	Pipe	\$ 650,452.39	\$ 650,452.39	\$ -	\$ -
Storm Companies Inc.	Traffic Control	\$ 7,425.00	\$ 7,425.00	\$ -	\$ -
Super Aggregates	Stone	\$ 174,434.28	\$ 174,434.28	\$ -	\$ -
Chlorinating LTD, Inc.	Chlorinating	\$ 6,116.78	\$ 6,116.78	\$ -	\$ -
Rhoner Asphalt & Grading, Inc.	Asphalt	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -
Franklin Aggregate	Stone	\$ 4,264.51	\$ 4,264.51	\$ -	\$ -
Stark Pavement	Asphalt	\$ 30,033.49	\$ 30,033.49	\$ -	\$ -
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>		<b>\$ 918,413.53</b>	<b>\$ 918,413.53</b>	<b>\$ -</b>	<b>\$ -</b>




## FINAL WAIVER OF LIEN

**For value received**, Super Aggregates hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for Material & Cartage in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Super Aggregates

 <hr style="border: 0; border-top: 1px solid black;"/> Name	President <hr style="border: 0; border-top: 1px solid black;"/> Title	10-7-19 <hr style="border: 0; border-top: 1px solid black;"/> Date
--	--	---

**FINAL WAIVER OF LIEN**

**For value received**, Franklin Aggregates hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for material in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Franklin Aggregates

M. J. Smith 12-2-19  
Name - Title Agent Date

**FINAL WAIVER OF LIEN**

**For value received**, Core & Main hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for \_\_\_\_\_ in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Core & Main

Clenton J. Giese, Sr. Credet 12/5/19  
Name - Title Date


**FINAL WAIVER OF LIEN**

**For value received**, Con-Cor Company Inc. hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for Saw Cutting in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Con-Cor Company Inc.

  
Name – Title Executive Secretary Date 11/17/2020

**FINAL WAIVER OF LIEN**

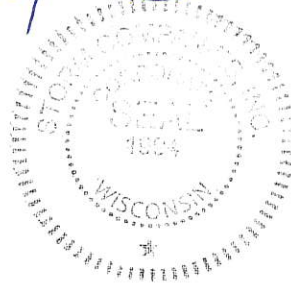
**For value received**, Storm Companies, Inc. hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for Traffic Control in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Storm Companies, Inc.

Chris Dunrey Pres. 11-10-20  
Name - Title Date  
Chris Dunrey



**FINAL WAIVER OF LIEN**

**For value received**, Rohner Asphalt & Grading, Inc. hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for Rep. supply HMA in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Rohner Asphalt & Grading, Inc.

Par- VP  
Name - Title

10-8-20  
Date

**FINAL WAIVER OF LIEN**

**For value received**, Stark Pavement hereby unconditionally waived ALL rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for Asphalt paving in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Stark Pavement

  
 Name - Title     Vice President     Date 12/10/12

**FINAL WAIVER OF LIEN**

**For value received**, Environmental Control Inc., hereby unconditionally waived **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for \_\_\_\_\_ in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Environmental Control Inc.

Shirley A. Hart President 12/10/2020  
Name - Title Date



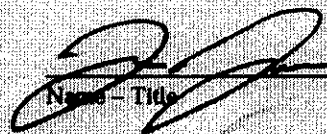
**FINAL WAIVER OF LIEN**

**For value received**, Chlorinating LTD, Inc. hereby unconditionally waived **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for \_\_\_\_\_ in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Chlorinating LTD, Inc.

  
Name - Title President Date 12-10-20  
JAMES R. LAPETINA

**FINAL WAIVER OF LIEN**

**For value received**, Gestra Engineering Inc. hereby unconditionally waived **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Racine Water and Wastewater Utility owner, by Willkomm Excavating & Grading, Inc. contractor, for \_\_\_\_\_ in same being situated in Racine County, State of Wisconsin, described as Louis Sorenson Rd Transmission.

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

Gestra Engineering Inc.

[Signature] 12/17/20  
Name - Title                      Manager - Date

**Listing of Subcontractors & Suppliers**

**Contractor's Application for Payment No. 5**

For (Project):		Louis Sorenson Road Transmission Water Main	Application Date:		12/9/2020
Application Period:		Final Payment			
<b>A</b>		<b>B</b>		<b>C</b>	
<b>Name of Subcontractor / Supplier (Maintain Listing Throughout Project)</b>		<b>Address</b>		<b>Work Performed or Material Supplied</b>	
Con-Cor Company		W146 N5790 Enterprises Ave Menomonee Falls WI 53051		Saw Cutting	
Environmental Control Inc		720 Noraire Dr Franksville WI 53146		Landscaping	
Gestra Engineering Inc		191 W Edgerton Ave Milwaukee WI 53207		Staking	
Core & Main		15655 West Rogers Dr New Berlin WI 53151		Pipe	
Storm Companies Inc		PO Box 3385 Oshkosh WI 54903		Traffic Control	
Super Aggregates		5435 Bull Valley Road Ste 330 McHenry IL 60050		Stone	
Chlorinating LTD, Inc.		6500 West Dakin Street Chicago IL 60634		Chlorinating	
Rhoneer Asphalt & Grading, Inc.		9615 Charles Street Sturtevant WI 53177		Asphalt	
Franklin Aggregates		PO Box 781 Waukesha WI 53187		Stone	
Stark Pavement		12845 W Burlleigh Road Brookfield WI 53005		Asphalt	