

**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  
Terry McCarthy  
Alder Natalia Taft  
James Spangenberg  
Stacy Sheppard  
Kathleen Fischer

Dear Commissioners:

The work performed by Fischer Excavating, Inc. (contractor) on Contract W-18-6, Braun Road Transmission Water Main has been completed. The contract totaled \$7,353,231.42, which included three change orders. We recommend that the work be accepted and final payment be authorized.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Gitter".

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: Braun Road Transmission Main Final Application for Payment  
Project W-18-6, Segment 1.3

Dear Mr. Gitter:

Enclosed with this letter, please see the Application for Payment No. 11 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, Fischer Excavating, 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 July 2<sup>nd</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 13, 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: Braun Road Transmission Water Main Contractor's Application for Payment No. 11  
Project W-18-6, Segment 1.3

Dear Mr. Gitter:

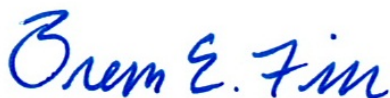
Enclosed, please find the Braun Road Transmission Water Main Contractor's Application for Payment No. 11. This letter is provided to identify the value of deficiencies owed per project payment and total for the project for the Contractor's work. There are no deficiencies for this project. The cost breakdown is as follows:

	Racine Deficiency Amount (0%)	Future Growth Amount	Project Total
Payment this Period	\$0.00	\$183,925.06	\$183,925.06
Total Payment to Date	\$0.00	\$7,353,231.42	\$7,353,231.42

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.



Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

11 - FINAL

For (Project): Braun Road Transmission Main								Application Date: 12/8/2020			
Application Period: Final Payment								Engineer's Project No.: 8022-10021.300			
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 (\$)
1	Mobilization	L.S.	1.00	\$350,000.00	\$ 350,000.00	1.00	\$ 350,000.00		\$ -	1.00	\$ 350,000.00
2	Traffic control	L.S.	1.00	\$8,800.00	\$ 8,800.00	1.00	\$ 8,800.00		\$ -	1.00	\$ 8,800.00
3	Silt fence	L.F.	13,000.00	\$2.00	\$ 26,000.00	11,070.00	\$ 22,140.00		\$ -	11,070.00	\$ 22,140.00
4	Ditch check	L.F.	720.00	\$10.00	\$ 7,200.00	640.00	\$ 6,400.00		\$ -	640.00	\$ 6,400.00
5	Tracking pad	S.F.	2,750.00	\$2.00	\$ 5,500.00	6,699.00	\$ 13,398.00		\$ -	6,699.00	\$ 13,398.00
6	Inlet sediment guards	EA.	8.00	\$150.00	\$ 1,200.00	6.00	\$ 900.00		\$ -	6.00	\$ 900.00
7	Temporary seed and mulch	S.Y.	25,500.00	\$0.50	\$ 12,750.00	46,495.00	\$ 23,247.50		\$ -	46,495.00	\$ 23,247.50
8	Full depth saw cutting	L.F.	3,700.00	\$2.00	\$ 7,400.00	4,436.00	\$ 8,872.00		\$ -	4,436.00	\$ 8,872.00
9	Tree removal	INCH DIA.	1,460.00	\$20.00	\$ 29,200.00	1,005.20	\$ 20,104.00		\$ -	1,005.20	\$ 20,104.00
10	Trench bridging	L.F.	48.00	\$475.00	\$ 22,800.00		\$ -		\$ -		\$ -
11	6-inch Water main in slurry backfill	L.F.	10.00	\$155.00	\$ 1,550.00	20.00	\$ 3,100.00		\$ -	20.00	\$ 3,100.00
12	6-inch Water main in granular backfill	L.F.	511.00	\$82.00	\$ 41,902.00	359.40	\$ 29,470.80		\$ -	359.40	\$ 29,470.80
13	12-inch Water main in granular backfill	L.F.	195.00	\$85.00	\$ 16,575.00	495.80	\$ 42,143.00		\$ -	495.80	\$ 42,143.00
14	16-inch Water main in 30-inch casing pipe bored	L.F.	383.00	\$530.00	\$ 202,990.00	380.00	\$ 201,400.00		\$ -	380.00	\$ 201,400.00
15	16-inch Water main directional drill	L.F.	90.00	\$305.00	\$ 27,450.00	90.00	\$ 27,450.00		\$ -	90.00	\$ 27,450.00
16	16-inch Water main in granular backfill	L.F.		\$110.00	\$ -	1,053.00	\$ 115,830.00		\$ -	1,053.00	\$ 115,830.00
17	16-inch Water main in spoil backfill	L.F.	4,150.00	\$84.00	\$ 348,600.00	3,016.00	\$ 253,344.00		\$ -	3,016.00	\$ 253,344.00
18	20-inch Water main in slurry backfill	L.F.	185.00	\$360.00	\$ 66,600.00	184.00	\$ 66,240.00		\$ -	184.00	\$ 66,240.00
19	24-inch Water main directionally drill	L.F.	387.00	\$380.00	\$ 147,060.00	405.00	\$ 153,900.00		\$ -	405.00	\$ 153,900.00
20	24-inch Water main in slurry backfill	L.F.	2,290.00	\$280.00	\$ 641,200.00	1,416.00	\$ 396,480.00		\$ -	1,416.00	\$ 396,480.00
21	24-inch Water main in granular backfill	L.F.	3,121.00	\$185.00	\$ 577,385.00	1,358.00	\$ 251,230.00		\$ -	1,358.00	\$ 251,230.00
22	24-inch Water main in spoil backfill	L.F.	5,432.00	\$120.00	\$ 651,840.00	7,633.50	\$ 916,020.00		\$ -	7,633.50	\$ 916,020.00
23	36-inch Water main in 48-inch casing pipe bored	L.F.	141.00	\$1,036.00	\$ 146,076.00	303.00	\$ 313,908.00		\$ -	303.00	\$ 313,908.00
24	36-inch Water main in granular backfill	L.F.	5,381.00	\$363.00	\$ 1,953,303.00	6,140.00	\$ 2,228,820.00		\$ -	6,140.00	\$ 2,228,820.00
25	36-inch Water main in spoil backfill	L.F.	2,400.00	\$280.00	\$ 672,000.00	2,003.00	\$ 560,840.00		\$ -	2,003.00	\$ 560,840.00
26	Hydrant assembly including anchor tee	EA.	24.00	\$8,500.00	\$ 204,000.00	27.00	\$ 229,500.00		\$ -	27.00	\$ 229,500.00
27	Hydrant valves	EA.	24.00	\$1,250.00	\$ 30,000.00	25.00	\$ 31,250.00		\$ -	25.00	\$ 31,250.00
28	6-inch Gate valves	EA.	1.00	\$1,250.00	\$ 1,250.00		\$ -		\$ -		\$ -
29	12-inch Butterfly valves	EA.	7.00	\$2,200.00	\$ 15,400.00	11.00	\$ 24,200.00		\$ -	11.00	\$ 24,200.00
30	16-inch Butterfly valves	EA.	5.00	\$3,170.00	\$ 15,850.00	5.00	\$ 15,850.00		\$ -	5.00	\$ 15,850.00
31	20-inch Butterfly valves	EA.	1.00	\$4,220.00	\$ 4,220.00	2.00	\$ 8,440.00		\$ -	2.00	\$ 8,440.00
32	24-inch Butterfly valves	EA.	10.00	\$7,330.00	\$ 73,300.00	8.00	\$ 58,640.00		\$ -	8.00	\$ 58,640.00
33	36-inch Butterfly valves	EA.	6.00	\$14,000.00	\$ 84,000.00	7.00	\$ 98,000.00		\$ -	7.00	\$ 98,000.00
34	Remove and replace concrete curb and gutter	L.F.	50.00	\$70.00	\$ 3,500.00	120.00	\$ 8,400.00		\$ -	120.00	\$ 8,400.00
35	Asphaltic concrete binder course	Ton	340.00	\$167.00	\$ 56,780.00	815.72	\$ 136,225.24		\$ -	815.72	\$ 136,225.24
36	Asphaltic concrete surface course	Ton	210.00	\$124.00	\$ 26,040.00	643.15	\$ 79,750.60		\$ -	643.15	\$ 79,750.60
37	4-inch White pavement marking	L.F.	930.00	\$1.00	\$ 930.00	784.00	\$ 784.00		\$ -	784.00	\$ 784.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

11 - FINAL

For (Project): Braun Road Transmission Main								Application Date: 12/8/2020			
Application Period: Final Payment								Engineer's Project No.: 8022-10021.300			
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 (\$)
38	4-inch Yellow pavement marking	L.F.	1,800.00	\$1.00	\$ 1,800.00	1,916.00	\$ 1,916.00		\$ -	1,916.00	\$ 1,916.00
39	Crushed aggregate driveway replacement	S.F.	3,350.00	\$2.00	\$ 6,700.00	7,676.00	\$ 15,352.00		\$ -	7,676.00	\$ 15,352.00
40	3-inch Asphalt driveway replacement	S.F.	2,500.00	\$6.00	\$ 15,000.00	2,290.00	\$ 13,740.00		\$ -	2,290.00	\$ 13,740.00
41	5-inch Concrete driveway replacement	S.F.	900.00	\$13.00	\$ 11,700.00	272.00	\$ 3,536.00		\$ -	272.00	\$ 3,536.00
42	Crushed aggregate shoulders	L.F.	6,100.00	\$6.00	\$ 36,600.00	9,472.00	\$ 56,832.00		\$ -	9,472.00	\$ 56,832.00
43	Topsoil, seed, fertilizer and mulch	S.Y.	14,170.00	\$4.00	\$ 56,680.00	21,218.00	\$ 84,872.00		\$ -	21,218.00	\$ 84,872.00
44	12-inch CMCP	L.F.	180.00	\$55.00	\$ 9,900.00	135.00	\$ 7,425.00		\$ -	135.00	\$ 7,425.00
45	12-inch Medal end sections	EA.	14.00	\$280.00	\$ 3,920.00	8.00	\$ 2,240.00		\$ -	8.00	\$ 2,240.00
46	15-inch CMCP	L.F.	93.00	\$41.00	\$ 3,813.00		\$ -		\$ -		\$ -
47	15-inch Medal end sections	EA.	6.00	\$272.00	\$ 1,632.00		\$ -		\$ -		\$ -
48	Temporary precast concrete barrier	L.F.	500.00	\$50.00	\$ 25,000.00	150.00	\$ 7,500.00		\$ -	150.00	\$ 7,500.00
49	Detector wire and locator box for water main	EA.	24.00	\$126.00	\$ 3,024.00	13.00	\$ 1,638.00		\$ -	13.00	\$ 1,638.00
50	15 lb. Magnesium anodes	EA.	73.00	\$90.00	\$ 6,570.00	381.00	\$ 34,290.00		\$ -	381.00	\$ 34,290.00
51	32 lb. Magnesium anodes	EA.	87.00	\$150.00	\$ 13,050.00	5.00	\$ 750.00		\$ -	5.00	\$ 750.00
52	Valve vault MH	EA.	1.00	\$3,050.00	\$ 3,050.00	1.00	\$ 3,050.00		\$ -	1.00	\$ 3,050.00
53	Hydrant removal	EA.	1.00	\$770.00	\$ 770.00	1.00	\$ 770.00		\$ -	1.00	\$ 770.00
54	2-inch Air release valves	EA.	7.00	\$2,800.00	\$ 19,600.00	4.00	\$ 11,200.00		\$ -	4.00	\$ 11,200.00
55	36-inch Casing pipe installed in open cut	L.F.	120.00	\$188.00	\$ 22,560.00		\$ -		\$ -		\$ -
56	Asphaltic concrete trench patch	S.Y.	400.00	\$90.00	\$ 36,000.00	122.00	\$ 10,980.00		\$ -	122.00	\$ 10,980.00
57	SOO Line Railroad Company d/b/a/ Canadian Pacific Flagmen	L.S.	1.00	\$7,500.00	\$ 7,500.00	1.04	\$ 7,800.00		\$ -	1.04	\$ 7,800.00
58	Union Pacific Flagmen	L.S.	1.00	\$7,500.00	\$ 7,500.00	3.17	\$ 23,775.00		\$ -	3.17000	\$ 23,775.00
59	Timber Mats	S.F.	4,000.00	\$10.00	\$ 40,000.00		\$ -		\$ -		\$ -
60	Inlet reconstruction	EA.	1.00	\$1,750.00	\$ 1,750.00		\$ -		\$ -		\$ -
61	Water main offset (Allowance)	L.S.	1.00	\$100,000.00	\$ 100,000.00	1.14	\$ 114,000.00		\$ -	1.14	\$ 114,000.00
62	12-inch Water main in slurry backfill	L.F.	490.00	\$320.00	\$ 156,800.00	420.00	\$ 134,400.00		\$ -	420.00	\$ 134,400.00
63	24-inch Water main in 36-inch casing pipe bored	L.F.	124.00	\$1,033.00	\$ 128,092.00		\$ -		\$ -		\$ -
<b>TOTAL BID ITEMS 1-63</b>						<b>\$ 7,199,662.00</b>		<b>\$ 7,241,143.14</b>		<b>\$ -</b>	<b>\$ 7,241,143.14</b>
ADDITIONAL ITEMS											
CO-2-1	Move topsoil on water main running line due to WisDOT construction	L.S.	1.00	\$ 23,493.00	\$ 23,493.00	1.00	\$ 23,493.00		\$ -	1.00	\$ 23,493.00
CO-2-2	Seasonal rate charges for slurry mix request dated 1/29/2019	L.S.	1.00	\$ 12,730.20	\$ 12,730.20	1.00	\$ 12,730.20		\$ -	1.00	\$ 12,730.20
CO-2-3	Seasonal rate charges for slurry mix request dated 5/13/2019	L.S.	1.00	\$ 7,820.40	\$ 7,820.40	1.00	\$ 7,820.40		\$ -	1.00	\$ 7,820.40
CO-2-4	Additional traffic control, excavation, and concrete pavement at the northeast corner of Braun Road and CTH H due to WisDOT road widening	L.S.	1.00	\$ 19,251.89	\$ 19,251.89	1.00	\$ 19,251.89		\$ -	1.00	\$ 19,251.89
CO-2-5	Concrete trench patch for 20-inch water main crossing	L.S.	1.00	\$ 2,157.48	\$ 2,157.48	1.00	\$ 2,157.48		\$ -	1.00	\$ 2,157.48



Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

11 - FINAL

For (Project): Braun Road Transmission Main						Application Date: 12/8/2020					
Application Period: Final Payment						Engineer's Project No.: 8022-10021.300					
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-2-6	Drain tile repair and exploratory excavation East of the Pike River	L.S.	1.00	\$ 7,513.25	\$ 7,513.25	1.00	\$ 7,513.25		\$ -	1.00	\$ 7,513.25
CO-2-7	Repair of approximately 600-feet of drain tile along edge of water main trench	L.S.	1.00	\$ 7,730.76	\$ 7,730.76	1.00	\$ 7,730.76		\$ -	1.00	\$ 7,730.76
CO-2-8	Exploratory excavation of recently installed high pressure gas line	L.S.	1.00	\$ 3,501.00	\$ 3,501.00	1.00	\$ 3,501.00		\$ -	1.00	\$ 3,501.00
CO-2-9	Railroad crossing pavement marking	EA.	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00
CO-2-10	Pavement removal, excavation, and installation of aggregate base course	L.S.	1.00	\$ 27,390.30	\$ 27,390.30	1.00	\$ 27,390.30		\$ -	1.00	\$ 27,390.30
CO-2-11	Deduct 550 L.F. to Bid Item 21, 24-inch Water main in granular backfill	L.F.	-550.00	\$ 185.00	\$ (101,750.00)						
CO-2-12	Add 124 L.F. to Bid Item 23, 36-inch Water main in 48-inch casing pipe bored	L.F.	124.00	\$ 1,036.00	\$ 128,464.00						
CO-2-13	Add 550 L.F. to Bid Item 24, 36-inch Water main in granular backfill	L.F.	550.00	\$ 363.00	\$ 199,650.00						
CO-2-14	Deduct 2 EA. to Bid Item 32, 24-inch Butterfly valves	EA.	-2.00	\$ 7,330.00	\$ (14,660.00)						
CO-2-15	Add 1 EA. to Bid Item 33, 36-inch Butterfly valves	EA.	1.00	\$ 14,000.00	\$ 14,000.00						
CO-2-16	Deduct 350 L.F. to Bid Item 48, Temporary precast concrete barrier	L.F.	-350.00	\$ 50.00	\$ (17,500.00)						
CO-2-17	Deduct 82 EA. to Bid Item 51, 32 lb. Magnesium anodes	EA.	-82.00	\$ 150.00	\$ (12,300.00)						
CO-2-18	Deduct 120 L.F. to Bid Item 55, 36-inch Casing pipe installed in open cut	L.F.	-120.00	\$ 188.00	\$ (22,560.00)						
CO-2-19	Deduct 124 L.F. to Bid Item 63, 24-inch Water main in 36-inch casing pipe bored	L.F.	-124.00	\$ 1,033.00	\$ (128,092.00)						
<b>TOTAL ADDITIONAL ITEMS</b>						<b>\$ 157,340.28</b>		<b>\$ 112,088.28</b>		<b>\$ -</b>	<b>\$ 112,088.28</b>
<b>TOTAL ALL ITEMS</b>						<b>\$ 7,357,002.28</b>		<b>\$ 7,353,231.42</b>		<b>\$ -</b>	<b>\$ 7,353,231.42</b>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2020

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 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> JEFF A CUTLER (24197) 632 W SOUTH ST FREEPORT, IL 61032-0000	<b>CONTACT NAME:</b> JEFF A CUTLER <b>PHONE (A/C No. Ext):</b> 815-232-5304 <b>E-MAIL ADDRESS:</b> JEFF.CUTLER@COUNTRYFINANCIAL.COM	<b>FAX (A/C No):</b> 815-235-0890
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: COUNTRY Mutual Insurance Company	
<b>INSURED</b> 3094639 FISCHER EXCAVATING INC 1567 N HEINE RD FREEPORT, IL 61032	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		AB1548481	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		AV1548480	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AW1548480	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

 JOB NAME:  
 RACINE WATER

(CONTINUED)

**CERTIFICATE HOLDER**
 RACINE WATER AND WASTEWATER UTILITIES  
 800 CENTER STREET, ROOM 227  
 RACINE, WI 53403
**CANCELLATION**

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2020

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 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> JEFF A CUTLER (24197) 632 W SOUTH ST FREEPORT, IL 61032-0000	<b>CONTACT NAME:</b> JEFF A CUTLER <b>PHONE (A/C. No. Ext):</b> 815-232-5304 <b>E-MAIL ADDRESS:</b> JEFF.CUTLER@COUNTRYFINANCIAL.COM	<b>FAX (A/C. No):</b> 815-235-0890
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: COUNTRY Mutual Insurance Company	
<b>INSURED</b> 3094639 FISCHER EXCAVATING INC 1567 N HEINE RD FREEPORT, IL 61032	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AW9282463	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

RACINE WATER AND WASTEWATER UTILITIES 800 CENTER STREET, ROOM 227 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 
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## ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED FISCHER EXCAVATING INC 1567 N HEINE RD FREEPORT, IL 61032	
POLICY NUMBER AB1548481		EFFECTIVE DATE: 12/10/2020	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED(S):  
 RACINE WATER & WASTEWATER UTILITIES  
 800 CENTER STREET, ROOM 227  
 RACINE, WI 53403

RUEKERT & MIELKE INC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
RACINE WATER & WASTEWATER UTILITIES  RUEKERT & MIELKE INC	RACINE WATER
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
(See following Schedule)	RACINE WATER

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## Schedule for Endorsement

CG2037 FOR POLICY AB1548481

RACINE WATER & WASTEWATER UTILITIES

RUEKERT & MIELKE INC



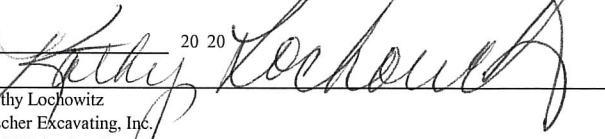


**FINAL WAIVER OF LIEN**

STATE OF ILLINOIS  
 COUNTY OF STEPHENSON  
 TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by RACINE WATER & WASTEWATER UTILITIES  
 to furnish EXCAVATING  
 for the premises known as BRAUN ROAD TRANSMISSION MAIN  
 of which RACINE WATER & WASTEWATER UTILITIES is the owner.

THE undersigned, for and in consideration of One hundred eighty three thousand nine hundred twenty five and 06/100  
\$ 183,925.06 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)  
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens,  
 with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or  
 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, heretofore furnished or which may be furnished at any time hereafter, by the undersigned  
 for the above-described premises. When the check has been properly endorsed and has been paid by the bank upon which it is drawn,  
 this waiver shall become effective.

Given under my hand signed and sealed this  
10th day of December 20 2020  
 Signature and Seal:   
 Kathy Lochowitz  
 Fischer Excavating, Inc.  
 1567 Heine Road  
 Freeport, IL 61032

**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.**

STATE OF ILLINOIS  
 COUNTY OF STEPHENSON

**CONTRACTOR'S AFFIDAVIT**

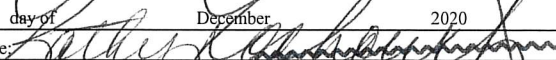
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is Kathy Lochowitz  
Corporate Treasurer of the Fischer Excavating, Inc.  
 who is the contractor for the EXCAVATING work on the  
 building located at BRAUN ROAD TRANSMISSION MAIN  
 owned by RACINE WATER & WASTEWATER UTILITIES

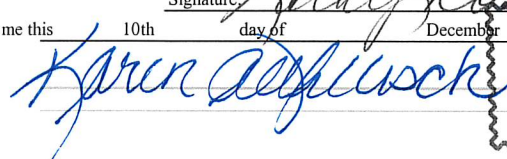
That the total amount of the contract including extras is: \$7,353,231.42 on which he has received payment of  
\$ 7,169,306.36 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
 there is no claim either legal or equitable to defeat the validity 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 parties having contracts or sub contracts for specific portions of said work or for  
 material entering into the construction thereof and the amount due or to become due 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	Payment FINAL	BALANCE DUE
Fischer Excavating	labor & materials	\$3,238,292.38	\$3,222,528.04	\$ 15,764.34	(\$0.00)
Adam Enterprises	aggregates	\$ 169,564.25	\$ 136,845.54	\$ 32,718.71	\$0.00
Bore Master	boring	\$ 331,340.00	\$ 302,644.00	\$ 28,696.00	\$0.00
Core & Main	pipe	\$ 2,124,584.30	\$2,123,980.76	\$ 603.54	\$0.00
Cretex	pipe bedding	\$ 262,053.29	\$ 225,329.72	\$ 36,723.57	\$0.00
Environmental Control	erosion control & seeding	\$ 52,314.67	\$ 35,098.50	\$ 17,216.17	\$0.00
Gleason Redi-Mix	concrete & slurry backfill	\$ 230,582.24	\$ 226,040.24	\$ 4,542.00	\$0.00
Hard Rock Sawing	saw cut	\$ 22,238.35	\$ 21,600.45	\$ 637.90	(0.00)
Heider & Bott	pipe	\$ 672,651.27	\$ 640,866.87	\$ 31,784.40	\$0.00
Homer Tree Service	tree removal	\$ 25,018.17	\$ 23,476.49	\$ 1,541.68	(\$0.00)
RJ Underground	boring	\$ 187,055.00	\$ 175,538.25	\$ 11,516.75	\$0.00
Terracon Consultants	compaction testing	\$ 37,537.50	\$ 35,357.50	\$ 2,180.00	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 7,353,231.42	\$7,169,306.36	\$ 183,925.06	(\$0.00)

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.

Signed this 10th day of December 2020  
 Signature: 

Subscribed and sworn to before me this 10th day of December

  
 OFFICIAL SEAL  
 KAREN ALTFILLISCH  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 06/15/23

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc. to furnish labor and/or materials for (B) watermain work, under a contract (C) Braun Rd Watermain Extension for the improvement of the premises described as (D) BRAUN RD - RACINE

in the City/Village of Racine, County of Racine, State of WI of which Village of Racine is the Owner.

NOW, THEREFORE, this Date 11/12/19 for and in consideration of sum of (E) 32,718.71

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) ADAM ENTERPRISES, INC. (SEAL)

(Affix corporate seal here)

Holly Marotta (SEAL)  
(Signature)

TITLE: President

DATE: 12/18/2019

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
(E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
(F) 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 or herself as partner.

**FINAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc.

to furnish labor and/or materials for (B) \_\_\_\_\_ work,

under a contract (C) \_\_\_\_\_ for the improvement of the

premises described as (D) BRAUN RD - RACINE

\_\_\_\_\_  
\_\_\_\_\_

in the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_

of which \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this Date 11/12/19 for and in consideration of sum of (E) 28,696.00

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) BORE MASTER INC (SEAL)

(Affix corporate seal here)

Daniel B. Olsen (SEAL)  
(Signature) Daniel B. Olsen

TITLE: President

DATE: 11-14-19

**INSTRUCTIONS FOR FINAL WAIVER**

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) 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 or herself as partner.



**FINAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc. to furnish labor and/or materials for (B) Materials work, under a contract (C) Materials for the improvement of the premises described as (D) BRAUN RD - RACINE

in the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ of which \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this Date 11/12/19 for and in consideration of sum of (E) 603.54

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(Affix corporate seal here)

(F) CORE & MAIN (SEAL)

Clintonia Oglesby (SEAL)  
(Signature)

TITLE: SR credit

DATE: 11/18/19

**INSTRUCTIONS FOR FINAL WAIVER**

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) 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 or herself as partner.

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc.

to furnish labor and/or materials for (B) Aggregate work,

under a contract (C) \_\_\_\_\_ for the improvement of the

premises described as (D) BRAUN RD - RACINE

in the City/Village of Mt. Pleasant, County of Racine, State of WI

of which \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this Date 11/12/19 for and in consideration of sum of (E) 36,723.57

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) CRETEX MATERIALS (SEAL)

(Affix corporate seal here)

[Signature] (SEAL)  
(Signature)

TITLE: Carl Beck  
General Manager

DATE: 11/20/19

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) 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 or herself as partner.

**FINAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc.

to furnish labor and/or materials for (B) Erosion Control and Restoration work,

under a contract (C) \_\_\_\_\_ for the improvement of the

premises described as (D) BRAUN RD - RACINE

in the City/Village of Mt. Pleasant, County of Racine, State of WI

of which The Village of Mt. Pleasant is the Owner.

NOW, THEREFORE, this Date 11/12/19 for and in consideration of sum of (E) 17,216.17

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) ENVIRONMENTAL CONTROL INC. (SEAL)

(Affix corporate seal here)

Saul Pett (SEAL)  
(Signature) Saul Pett

TITLE: Office mgr

DATE: 11/15/19

**INSTRUCTIONS FOR FINAL WAIVER**

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) 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 or herself as partner.



FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc. to furnish labor and/or materials for (B) \_\_\_\_\_ work, under a contract (C) \_\_\_\_\_ for the improvement of the premises described as (D) BRAUN RD - RACINE

in the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ of which \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this Date 11/12/19 for and in consideration of sum of (E) 4,542.00

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(Affix corporate seal here)

(F) GLEASON REDI-MIX (SEAL)

\_\_\_\_\_  
(Signature) (SEAL)

TITLE: AR

DATE: 11/12/19

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
(E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
(F) 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 or herself as partner.

**FINAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc.

to furnish labor and/or materials for (B) labor work,

under a contract (C) \_\_\_\_\_ for the improvement of the

premises described as (D) BRAUN RD - RACINE

in the City/Village of Mc Pleasant, County of Racine, State of Wis  
of which Mc Pleasant is the Owner.

NOW, THEREFORE, this Date 11/12/19 for and in consideration of sum of (E) 637.90

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) HARD ROCK SAWING & DRILLING SPECIALIST (SEAL)

(Affix corporate seal here)

Mary E Donatker (SEAL)  
(Signature)

TITLE: President

DATE: 11-18-19

**INSTRUCTIONS FOR FINAL WAIVER**

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) 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 or herself as partner.

**FINAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc.

to furnish labor and/or materials for (B) \_\_\_\_\_ work,

under a contract (C) \_\_\_\_\_ for the improvement of the

premises described as (D) BRAUN RD - RACINE

\_\_\_\_\_  
\_\_\_\_\_

in the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_

of which \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this Date 11/12/19 for and in consideration of sum of (E) 31,784.40

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) HEIDER & BOTT COMPANY, INC. (SEAL)

(Affix corporate seal here)

Ann Smaywell (SEAL)  
(Signature)

TITLE: President

DATE: 11/14/2019

**INSTRUCTIONS FOR FINAL WAIVER**

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) 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 or herself as partner.

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc. to furnish labor and/or materials for (B) Clearing & Tree Trimming work, under a contract (C) for the improvement of the premises described as (D) BRAUN RD - RACINE

in the City/Village of Racine, County of Racine, State of WI of which City of Racine is the Owner.

NOW, THEREFORE, this Date 11/14/19 for and in consideration of sum of (E) 1,541.68

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) HOMER TREE SERVICE, INC. (SEAL)

(Affix corporate seal here)

[Signature] (SEAL) (Signature)

TITLE: President

DATE: 11/14/19

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
(E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
(F) 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 or herself as partner.

**FINAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc.  
to furnish labor and/or materials for (B) Directional Drilling work,  
under a contract (C) \_\_\_\_\_ for the improvement of the  
premises described as (D) BRAUN RD - RACINE  
\_\_\_\_\_  
\_\_\_\_\_

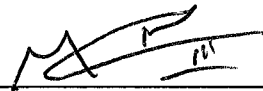
in the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_  
of which \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this Date 11/12/19 for and in consideration of sum of (E) 11,516.75

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(Affix corporate seal here)

(F) RJ UNDERGROUND, INC. (SEAL)

 (SEAL)  
(Signature)

TITLE: Vice President

DATE: 11.15.19

**INSTRUCTIONS FOR FINAL WAIVER**

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) 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 or herself as partner.

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Fischer Excavating, Inc. to furnish labor and/or materials for (B) Materials work, under a contract (C) with Terracon Consultants Inc for the improvement of the premises described as (D) BRAUN RD - RACINE

In the City/Village of Mount Pleasant, County of Racine, State of WI of which Racine Water & Wastewater Utilities is the Owner.

NOW, THEREFORE, this Date 11/25/19 for and in consideration of sum of (E) 2,180.00

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) TERRACON CONSULTANTS, INC. LLC (SEAL)

(Affix corporate seal here)

[Signature] (SEAL)  
(Signature)

TITLE: Office Manager

DATE: December 9, 2019

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) 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 or herself as partner.



**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond No. 54-222883

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

Racine Water and Wastewater Utilities  
800 Center Street  
Racine, WI 53403

**PROJECT:**  
*(Name and address)*

Braun Road Transmission Main Base Bid

**ARCHITECT'S PROJECT NO.:**

CONTRACT FOR: \$7,361,460.00  
Final Contract: \$7,353,231.42

CONTRACT DATED: August 13, 2018

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

United Fire & Casualty Company  
118 2nd Ave. SE, PO Box 73909  
Cedar Rapids, IA 52401

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Fischer Excavating, Inc.  
1567 Heine Road  
Freeport, IL 61032

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

Racine Water and Wastewater Utilities  
800 Center Street  
Racine, WI 53403

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 15, 2020  
*(Insert in writing the month followed by the numeric date and year.)*



Attest: Sherry Bacskai  
(Seal): Sherry Bacskai

United Fire & Casualty Company  
*(Surety)*  
By: James I. Moore  
*(Signature of authorized representative)*  
James I. Moore Attorney-in-Fact  
*(Printed name and title)*







UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

**CERTIFIED COPY OF POWER OF ATTORNEY**

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint James I. Moore their true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00

Surety Bond Number 54-222883  
 Principal: Fischer Excavating, Inc.  
 Oblige: Racine Water and Wastewater Utilities

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of December, 2017

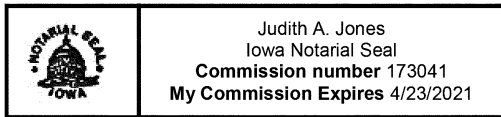


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By *Dennis J. Richman* Vice President

State of Iowa, County of Linn, ss:

On 19th day of December, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones* Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 15th day of December 2020.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC