

August 9, 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: West Road Transmission Main Final Application for Payment
Project W-18-9, Segment 1.91

Dear Mr. Gitter:

Enclosed with this letter, please find the closeout Change Order No. 4 and Application for Payment No. 7 for the above-mentioned project. The intention of the closeout Change Order is to adjust the Contract Price for Work completed and to set Contract dates.

In accordance with paragraph 15.06 of the General Conditions and Section 01 78 39 of the Contract Documents, the Contractor for this Project, A.W. Oakes & Son, 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 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 August 15, 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. Mike Gitter, P.E.
Racine Water & Wastewater Utilities
August 9, 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.

Respectfully,

RUEKERT & MIELKE, INC.



Brennen E. Fischer, P.E., CFM
Project Engineer
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.

Contractor's Application for Payment No. 7 - Final

		Application Date: 8/2/2021	Application Period: Final Payment
To (Owner): Racine Water Utilities	From (Contractor): A.W. Oakes & Son	Via (Engineer): Ruekert & Mielke, Inc.	
Contact: Mike Gitter, P.E. / Evelin Garcia	Contact: Jay Beasley	Contact: Brennen E. Fischer, P.E.	
Project: West Road Transmission Water Main Renaissance Tank to STH 20	Address: 200 Oakes Road Racine, 53406	Address: W233 N2080 Ridgeview Parkway Waukesha, WI 53188	
Owner's Contract No.: W-18-9	Contractor's Project No.:	Engineer's Project No.: 8022-10027.300	

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions (Enter as Positive Number)
CO-2		\$48,060.00
CO-3		\$8,534.00
CO-4		\$25,607.66
TOTALS		\$82,301.66
NET CHANGE BY CHANGE ORDERS		-\$82,301.66

1. ORIGINAL CONTRACT PRICE	\$ 2,583,902.75
2. Net change by Change Orders	(82,301.66)
3. CURRENT CONTRACT PRICE (Line 1 + Line 2)	2,501,601.09
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates)	2,501,601.09
5. RETAINAGE:	
a. 5% X \$1,250,800.55 Work Completed	62,540.03
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .	62,540.03
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6)	2,501,601.09
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)	2,419,817.14
9. AMOUNT DUE THIS APPLICATION	81,783.95

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: *James J. Beasley* Date: 8/3/21

Payment of: \$ 81,783.95
(Line 9 or other - attach explanation of the other amount)

Recommended by: *Brennen E. Fischer* 08/06/2021
(Engineer) (Date)

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

Approved by: _____
(Owner) (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 7 - Final

For (Project): West Road Transmission Water Main Renaissance Tank to STH 20							Application Date: 8/2/2021				
Application Period: Final Payment							W-18-9 Engineer's Project No.: 8022-10027.300				
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	\$46,500.00	\$ 46,500.00	1.00	\$ 46,500.00		\$ -	1.00	\$ 46,500.00
2	Traffic Control	L.S.	1.00	\$13,560.00	\$ 13,560.00	1.00	\$ 13,560.00		\$ -	1.00	\$ 13,560.00
3	Silt Fence	L.F.	1,600.00	\$4.00	\$ 6,400.00	1,386.00	\$ 5,544.00		\$ -	1,386.00	\$ 5,544.00
4	Ditch Check	L.F.	285.00	\$25.00	\$ 7,125.00	45.00	\$ 1,125.00		\$ -	45.00	\$ 1,125.00
5	Tracking Pad	TON	100.00	\$30.00	\$ 3,000.00		\$ -		\$ -		\$ -
6	Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer or Erosion Mat	S.Y.	6,445.00	\$5.65	\$ 36,414.25	240.00	\$ 1,356.00		\$ -	240.00	\$ 1,356.00
7	Class 2, Type B Erosion Mat	S.Y.	40.00	\$30.00	\$ 1,200.00		\$ -		\$ -		\$ -
8	36-inch Water Main w/Granular Backfill	L.F.	3,003.00	\$360.00	\$ 1,081,080.00	3,062.00	\$ 1,102,320.00		\$ -	3,062.00	\$ 1,102,320.00
9	24-inch Water Main w/Granular Backfill	L.F.	2,040.00	\$200.00	\$ 408,000.00	2,055.00	\$ 411,000.00		\$ -	2,055.00	\$ 411,000.00
10	24-inch Water Main w/Spoil Backfill	L.F.	250.00	\$132.00	\$ 33,000.00	250.00	\$ 33,000.00		\$ -	250.00	\$ 33,000.00
11	16-inch Water Main w/Granular Backfill	L.F.	65.00	\$315.00	\$ 20,475.00	55.00	\$ 17,325.00		\$ -	55.00	\$ 17,325.00
12	12-inch Water Main w/Granular Backfill	L.F.	8.00	\$702.00	\$ 5,616.00	7.00	\$ 4,914.00		\$ -	7.00	\$ 4,914.00
13	6-inch Water Main/Hydrant Lead with Granular Backfill	L.F.	170.00	\$215.00	\$ 36,550.00	173.60	\$ 37,324.00		\$ -	173.60	\$ 37,324.00
14	36-inch Butterfly Valve	L.F.	4.00	\$14,000.00	\$ 56,000.00	4.00	\$ 56,000.00		\$ -	4.00	\$ 56,000.00
15	24-inch Butterfly Valve	EA.	3.00	\$7,150.00	\$ 21,450.00	3.00	\$ 21,450.00		\$ -	3.00	\$ 21,450.00
16	12-inch Butterfly Valve	EA.	1.00	\$2,300.00	\$ 2,300.00	1.00	\$ 2,300.00		\$ -	1.00	\$ 2,300.00
17	6-inch Hydrant Gate Valve	EA.	10.00	\$1,300.00	\$ 13,000.00	10.00	\$ 13,000.00		\$ -	10.00	\$ 13,000.00
18	Hydrant Assembly with Anchor Tee	EA.	10.00	\$9,750.00	\$ 97,500.00	10.00	\$ 97,500.00		\$ -	10.00	\$ 97,500.00
19	Detector Wire and Locator Box for Water Main	EA.	10.00	\$700.00	\$ 7,000.00	11.00	\$ 7,700.00		\$ -	11.00	\$ 7,700.00
20	32 lb. Magnesium Anode	EA.	56.00	\$465.00	\$ 26,040.00	11.00	\$ 5,115.00		\$ -	11.00	\$ 5,115.00
21	15 lb. Magnesium Anode	EA.	87.00	\$300.00	\$ 26,100.00	115.00	\$ 34,500.00		\$ -	115.00	\$ 34,500.00
22	5 lb. Magnesium Anode	EA.	1.00	\$250.00	\$ 250.00		\$ -		\$ -		\$ -
23	Full Depth Sawcutting	L.F.	5,500.00	\$2.00	\$ 11,000.00	1,973.50	\$ 3,947.00		\$ -	1,973.50	\$ 3,947.00
24	Excavation below subgrade, if required	C.Y.	750.00	\$18.00	\$ 13,500.00	57.89	\$ 1,042.02		\$ -	57.89	\$ 1,042.02
25	Excavation below subgrade, backfill, if required	TON	1,500.00	\$24.00	\$ 36,000.00	83.66	\$ 2,007.84		\$ -	83.66	\$ 2,007.84
26	1 1/2-inch crushed aggregate base course, if required	TON	5,315.00	\$15.95	\$ 84,774.25	9,067.75	\$ 144,630.61		\$ -	9,067.75	\$ 144,630.61
27	Geogrid	S.Y.	6,625.00	\$2.90	\$ 19,212.50	6,486.14	\$ 18,809.81		\$ -	6,486.14	\$ 18,809.81
28	Construct road to subgrade	L.S.	1.00	\$69,500.00	\$ 69,500.00	1.00	\$ 69,500.00		\$ -	1.00	\$ 69,500.00
29	2 1/2-inch Asphaltic Concrete Binder Course	TON	1,980.00	\$71.30	\$ 141,174.00	1,724.96	\$ 122,989.65		\$ -	1,724.96	\$ 122,989.65
30	1 1/2-inch Asphaltic Concrete Surface Course	TON	1,190.00	\$82.50	\$ 98,175.00	1,333.49	\$ 110,012.93		\$ -	1,333.49	\$ 110,012.93
31	2-foot Pulverized Asphaltic Concrete Shoulder	L.F.	11,200.00	\$2.00	\$ 22,400.00	8,625.00	\$ 17,250.00		\$ -	8,625.00	\$ 17,250.00
32	Pavement Marking, 8-inch Solid White	L.F.	161.00	\$1.75	\$ 281.75	152.00	\$ 266.00		\$ -	152.00	\$ 266.00
33	Pavement Marking, 4-inch Yellow	L.F.	10,000.00	\$1.25	\$ 12,500.00	8,957.00	\$ 11,196.25		\$ -	8,957.00	\$ 11,196.25
34	Pavement Marking, 4-inch Solid White	L.F.	600.00	\$1.25	\$ 750.00	593.00	\$ 741.25		\$ -	593.00	\$ 741.25
35	Pavement Marking, 4-inch Dashed White	L.F.	140.00	\$1.25	\$ 175.00	132.00	\$ 165.00		\$ -	132.00	\$ 165.00
36	Pavement Marking, Words or Symbols	L.F.	3.00	\$300.00	\$ 900.00	2.00	\$ 600.00		\$ -	2.00	\$ 600.00
37	Water Main Offset Cash Allowance	L.S.	1.00	\$100,000.00	\$ 100,000.00		\$ -		\$ -		\$ -
38	Road maintenance Allowance	L.S.	1.00	\$25,000.00	\$ 25,000.00		\$ -		\$ -		\$ -
TOTAL BID ITEMS 1-85						\$ 2,583,902.75		\$ 2,414,691.36		\$ -	\$ 2,414,691.36

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 7 - Final

For (Project): West Road Transmission Water Main Renaissance Tank to STH 20								Application Date: 8/2/2021			
Application Period: Final Payment								Engineer's Project No.: W-18-9 8022-10027.300			
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 (\$)
ADDITIONAL ITEMS											
CO-2-1	Adjustment of water main profile north of STH 20	L.S.	1	\$ 23,400.00	\$ 23,400.00	1.00	\$ 23,400.00		\$ -	1.00	\$ 23,400.00
CO-2-2	Exploratory excavation of existing inlet near STA 670+00	L.S.	1	\$ 2,960.00	\$ 2,960.00	1.00	\$ 2,960.00		\$ -	1.00	\$ 2,960.00
CO-2-3	Milling and repair of binder base course	L.S.	1	\$ 20,815.00	\$ 20,815.00	1.00	\$ 20,815.00		\$ -	1.00	\$ 20,815.00
CO-2-4	Replace catch basin at STA 670+00	L.S.	1	\$ 4,765.00	\$ 4,765.00	1.00	\$ 4,765.00		\$ -	1.00	\$ 4,765.00
CO-2-5	Eliminate Bid Item 37 - Water main Offset Cash Allowance	L.S.	1	\$ (100,000.00)	\$ (100,000.00)		\$ -		\$ -		\$ -
CO-3-1	Bentonite Clay Dam north of STH 20	L.S.	1	\$ 13,070.00	\$ 13,070.00	1.00	\$ 13,070.00		\$ -	1.00	\$ 13,070.00
CO-3-2	Drain Tile Exploration north of STH 20 east of trench	L.S.	1	\$ 918.00	\$ 918.00	1.00	\$ 918.00		\$ -	1.00	\$ 918.00
CO-3-3	Drain Tile Exploration north of STH 20 west of trench	L.S.	1	\$ 2,378.00	\$ 2,378.00	1.00	\$ 2,378.00		\$ -	1.00	\$ 2,378.00
CO-3-4	Eliminate Bid Item 38 - Road Maintenance Allowance	L.S.	1	\$ (25,000.00)	\$ (25,000.00)		\$ -		\$ -		\$ -
CO-4-1	Drain Tile Installation north of STH 20	L.S.	1	\$ 8,550.15	\$ 8,550.15		\$ -	1.00	\$ 8,550.15	1.00	\$ 8,550.15
CO-4-2	Drain Tile Relay north of STH 20	L.S.	1	\$ 10,053.58	\$ 10,053.58		\$ -	1.00	\$ 10,053.58	1.00	\$ 10,053.58
TOTAL ADDITIONAL ITEMS							\$ (38,090.27)		\$ 68,306.00		\$ 18,603.73
TOTAL ALL ITEMS							\$ 2,545,812.48		\$ 2,482,997.36		\$ 18,603.73

August 9, 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: West Road Transmission Water Main Contractor's Application for Payment No. 7
Project W-18-9, Segment 1.91

Dear Mr. Gitter:

Enclosed please find the West Road Transmission Water Main Contractor's Application for Payment No. 7. 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	\$81,783.95	\$81,783.95
Total Payment to Date	\$0.00	\$2,501,601.09	\$2,501,601.09

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

Respectfully,

RUEKERT & MIELKE, INC.



Brennen E. Fischer, P.E., CFM
Project Engineer
bfischer@ruekertmielke.com

BEF:sjs
Enclosure

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

Date of Issuance: August 2, 2021 Effective Date: Upon approval of Owner
 Contract: West Road Transmission Water Main Owner: Racine Water & Wastewater Utility
 Contractor: A.W. Oakes & Son, Inc. Owner's Contract No.: W-18-9
 Address: 2000 Oakes Road Engineer: Ruekert & Mielke, Inc.
 Racine, WI 53406 Engineer's Project No.: 8022-10027.301
 Effective Date of Contract: January 2, 2019

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Installation of drain tile to north of STH 20 to alleviate ground water issues to the adjacent farm field.
2. Adjust Contract Times to reflect Ready for Final Payment dates.

Reason for Change Order:

See attached listing.

Attachments:

Analysis of Change Order No. 4, Analysis of Closeout Change Order, Work Change Directive No. 4, and Work Change Directive No. 5.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 2,583,902.75	Original Contract Times: Substantial Completion: <u>May 23, 2019</u> Ready for Final Payment: <u>July 1, 2019</u> days or dates
Increase or Decrease from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ (56,694.00)	Increase or Decrease from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>20</u> Ready for Final Payment: <u>20</u> days
Contract Price prior to this Change Order: \$ 2,527,208.75	Contract Times prior to this Change Order: Substantial Completion: <u>June 12, 2019</u> Ready for Final Payment: <u>July 20, 2019</u> days or dates
Increase or decrease of this Change Order: \$ (25,607.66)	Increase of this Change Order: Substantial Completion: <u>August 15, 2019</u> Ready for Final Payment: <u>August 17, 2021</u> days or dates
Contract Price incorporating this Change Order: \$ 2,501,601.09	Contract Times with all approved Change Orders: Substantial Completion: <u>August 15, 2019</u> Ready for Final Payment: <u>August 17, 2021</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Brennen E. Fischer
 Engineer (Authorized Signature)

By: _____
 Owner (Authorized Signature)

By: James J. Boesley
 Contractor (Authorized Signature)

Brennen E. Fischer, P.E.
 Ruekert & Mielke, Inc.

Date: August 2, 2021

Date: _____

Date: 8/3/21

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER: Racine Water Utilities
PROJECT: West Road Transmission Water Main Renaissance Tank to STH 20
DATE PREPARED: 8/2/2021

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT	FINAL DIFFERENCE
1	Mobilization	L.S.	1.00	\$46,500.00	\$ 46,500.00	1.00	\$ 46,500.00	\$ -
2	Traffic Control	L.S.	1.00	\$13,560.00	\$ 13,560.00	1.00	\$ 13,560.00	\$ -
3	Silt Fence	L.F.	1,600.00	\$4.00	\$ 6,400.00	1,386.00	\$ 5,544.00	\$ (856.00)
4	Ditch Check	L.F.	285.00	\$25.00	\$ 7,125.00	45.00	\$ 1,125.00	\$ (6,000.00)
5	Tracking Pad	TON	100.00	\$30.00	\$ 3,000.00	0.00	\$ -	\$ (3,000.00)
6	Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer or Erosion Mat	S.Y.	6,445.00	\$5.65	\$ 36,414.25	240.00	\$ 1,356.00	\$ (35,058.25)
7	Class 2, Type B Erosion Mat	S.Y.	40.00	\$30.00	\$ 1,200.00	0.00	\$ -	\$ (1,200.00)
8	36-inch Water Main w/Granular Backfill	L.F.	3,003.00	\$360.00	\$ 1,081,080.00	3,062.00	\$ 1,102,320.00	\$ 21,240.00
9	24-inch Water Main w/Granular Backfill	L.F.	2,040.00	\$200.00	\$ 408,000.00	2,055.00	\$ 411,000.00	\$ 3,000.00
10	24-inch Water Main w/Spoil Backfill	L.F.	250.00	\$132.00	\$ 33,000.00	250.00	\$ 33,000.00	\$ -
11	16-inch Water Main w/Granular Backfill	L.F.	65.00	\$315.00	\$ 20,475.00	55.00	\$ 17,325.00	\$ (3,150.00)
12	12-inch Water Main w/Granular Backfill	L.F.	8.00	\$702.00	\$ 5,616.00	7.00	\$ 4,914.00	\$ (702.00)
13	6-inch Water Main/Hydrant Lead with Granular Backfill	L.F.	170.00	\$215.00	\$ 36,550.00	173.60	\$ 37,324.00	\$ 774.00
14	36-inch Butterfly Valve	L.F.	4.00	\$14,000.00	\$ 56,000.00	4.00	\$ 56,000.00	\$ -
15	24-inch Butterfly Valve	EA.	3.00	\$7,150.00	\$ 21,450.00	3.00	\$ 21,450.00	\$ -
16	12-inch Butterfly Valve	EA.	1.00	\$2,300.00	\$ 2,300.00	1.00	\$ 2,300.00	\$ -
17	6-inch Hydrant Gate Valve	EA.	10.00	\$1,300.00	\$ 13,000.00	10.00	\$ 13,000.00	\$ -
18	Hydrant Assembly with Anchor Tee	EA.	10.00	\$9,750.00	\$ 97,500.00	10.00	\$ 97,500.00	\$ -
19	Detector Wire and Locator Box for Water Main	EA.	10.00	\$700.00	\$ 7,000.00	11.00	\$ 7,700.00	\$ 700.00
20	32 lb. Magnesium Anode	EA.	56.00	\$465.00	\$ 26,040.00	11.00	\$ 5,115.00	\$ (20,925.00)
21	15 lb. Magnesium Anode	EA.	87.00	\$300.00	\$ 26,100.00	115.00	\$ 34,500.00	\$ 8,400.00
22	5 lb. Magnesium Anode	EA.	1.00	\$250.00	\$ 250.00	0.00	\$ -	\$ (250.00)
23	Full Depth Sawcutting	L.F.	5,500.00	\$2.00	\$ 11,000.00	1,973.50	\$ 3,947.00	\$ (7,053.00)
24	Excavation below subgrade, if required	C.Y.	750.00	\$18.00	\$ 13,500.00	57.89	\$ 1,042.02	\$ (12,457.98)
25	Excavation below subgrade, backfill, if required	TON	1,500.00	\$24.00	\$ 36,000.00	83.66	\$ 2,007.84	\$ (33,992.16)
26	1 1/2-inch crushed aggregate base course, if required	TON	5,315.00	\$15.95	\$ 84,774.25	9,067.75	\$ 144,630.61	\$ 59,856.36
27	Geogrid	S.Y.	6,625.00	\$2.90	\$ 19,212.50	6,486.14	\$ 18,809.81	\$ (402.69)
28	Construct road to subgrade	L.S.	1.00	\$69,500.00	\$ 69,500.00	1.00	\$ 69,500.00	\$ -
29	2 1/2-inch Asphaltic Concrete Binder Course	TON	1,980.00	\$71.30	\$ 141,174.00	1,724.96	\$ 122,989.65	\$ (18,184.35)
30	1 1/2-inch Asphaltic Concrete Surface Course	TON	1,190.00	\$82.50	\$ 98,175.00	1,333.49	\$ 110,012.93	\$ 11,837.93
31	2-foot Pulverized Asphaltic Concrete Shoulder	L.F.	11,200.00	\$2.00	\$ 22,400.00	8,625.00	\$ 17,250.00	\$ (5,150.00)
32	Pavement Marking, 8-inch Solid White	L.F.	161.00	\$1.75	\$ 281.75	152.00	\$ 266.00	\$ (15.75)
33	Pavement Marking, 4-inch Yellow	L.F.	10,000.00	\$1.25	\$ 12,500.00	8,957.00	\$ 11,196.25	\$ (1,303.75)
34	Pavement Marking, 4-inch Solid White	L.F.	600.00	\$1.25	\$ 750.00	593.00	\$ 741.25	\$ (8.75)
35	Pavement Marking, 4-inch Dashed White	L.F.	140.00	\$1.25	\$ 175.00	132.00	\$ 165.00	\$ (10.00)
36	Pavement Marking, Words or Symbols	L.F.	3.00	\$300.00	\$ 900.00	2.00	\$ 600.00	\$ (300.00)
37	Water Main Offset Cash Allowance	L.S.	1.00	\$100,000.00	\$ 100,000.00	0.00	\$ -	\$ (100,000.00)
38	Road maintenance Allowance	L.S.	1.00	\$25,000.00	\$ 25,000.00	0.00	\$ -	\$ (25,000.00)
SUBTOTAL OF ORIGINAL CONTRACT ITEMS					\$ 2,583,902.75		\$ 2,414,691.36	\$ (169,211.39)
ADDITIONAL ITEMS								
CO-2-1	Adjustment of water main profile north of STH 20	L.S.	1	\$ 23,400.00		1.00	\$ 23,400.00	\$ 23,400.00
CO-2-2	Exploratory excavation of existing inlet near STA 670+00	L.S.	1	\$ 2,960.00		1.00	\$ 2,960.00	\$ 2,960.00
CO-2-3	Milling and repair of binder base course	L.S.	1	\$ 20,815.00		1.00	\$ 20,815.00	\$ 20,815.00
CO-2-4	Replace catch basin at STA 670+00	L.S.	1	\$ 4,765.00		1.00	\$ 4,765.00	\$ 4,765.00
CO-2-5	Eliminate Bid Item 37 - Water main Offset Cash Allowance	L.S.	1	\$ (100,000.00)			\$ -	\$ -
CO-3-1	Bentonite Clay Dam north of STH 20	L.S.	1	\$ 13,070.00		1.00	\$ 13,070.00	\$ 13,070.00
CO-3-2	Drain Tile Exploration north of STH 20 east of trench	L.S.	1	\$ 918.00		1.00	\$ 918.00	\$ 918.00
CO-3-3	Drain Tile Exploration north of STH 20 west of trench	L.S.	1	\$ 2,378.00		1.00	\$ 2,378.00	\$ 2,378.00
CO-3-4	Eliminate Bid Item 38 - Road Maintenance Allowance	L.S.	1	\$ (25,000.00)			\$ -	\$ -
CO-4-1	Drain Tile Installation north of STH 20	L.S.	1	\$ 8,550.15		1.00	\$ 8,550.15	\$ 8,550.15
CO-4-2	Drain Tile Relay north of STH 20	L.S.	1	\$ 10,053.58		1.00	\$ 10,053.58	\$ 10,053.58
SUBTOTAL OF ADDITIONAL ITEMS					\$ -		\$ 86,909.73	\$ 86,909.73
GRAND TOTALS:					\$ 2,583,902.75		\$ 2,501,601.09	\$ (82,301.66)

ORIGINAL CONTRACT AMOUNT	2,583,902.75
EXECUTED CHANGE ORDER(S)	(\$56,694.00)
CONTRACT PRICE PRIOR TO THIS CLOSEOUT CHANGE ORDER	\$2,527,208.75
AMOUNT EARNED ON ORIGINAL CONTRACT ITEMS	\$ 2,414,691.36
AMOUNT EARNED ON OTHER ITEMS	\$ 86,909.73
TOTAL AMOUNT EARNED	\$2,501,601.09
TOTAL AMOUNT EARNED	\$2,501,601.09
LESS CONTRACT PRICE PRIOR TO THIS CLOSEOUT CHANGE ORDER	(\$2,527,208.75)
CLOSEOUT CHANGE ORDER AMOUNT	(\$25,607.66)

**West Road Transmission Water Main
Change Order Number 4 – Description of Items
Racine Water Utility
Ruekert & Mielke, Inc.**

Description of Items:

- 1) Work Change Directive No. 4 - \$8,550.15
- 2) Work Change Directive No. 5 - \$10,053.58

Synopsis of items:

- 1) \$ 8,550.15
- 2) \$ 10,053.58
- \$ 18,603.73

Original Contract Amount:	\$2,583,902.75
Executed Change Order(s):	<u>\$(56,694.00)</u>
Contract Price Prior to this Closeout Change Order:	\$2,527,208.75
Amount Earned on Original Contract Items:	\$2,414,691.36
Amount Earned on Other Items Prior to this Change Order:	\$68,306.00
Amount Earned on Items Incorporated in this Change Order:	<u>\$18,603.73</u>
Total Amount Earned:	\$2,501,601.09
Total Amount Earned:	\$2,501,601.09
Less Contract Price Prior to this Change Order:	<u>\$(2,527,208.75)</u>
Closeout Change Order Amount:	\$(25,607.66)

Date of Issuance: March 31, 2021	Effective Date: March 31, 2021
Contract: West Road Transmission Water Main	Owner: Racine Water Utility
Contractor: A.W. Oakes & Sons, Inc.	Owner's Contract No.: W-18-9
Address: 2000 Oakes Road	Engineer: Ruckert & Mielke, Inc.
Racine, WI 53406	Engineer's Project No.: 8022-10027.301
	Effective Date of Contract: January 2, 2019

Contractor is directed to proceed promptly with the following change(s):
 Description:
 Install 150-feet of 6-inch drain tile within the 36-inch water main trench north of S.T.H. 20 (\$8,550.15).

Reason for Work Change Directive:
 A bentonite clay dam was installed north of S.T.H. 20 in December 2020 due to a portion of the adjacent farm field to the west of the water main trench being significantly more saturated than compared to historical photographs after the 36-inch water main was installed. After the bentonite clay dam was installed, the ground water that was following the water main trench is now saturating the gravel roadway. The proposed drain tile will now redirect this ground water into the adjacent wetland area east of West Road.

Attachments:
 A.W. Oakes additional cost proposal received on March 30, 2021.

Purpose for Work Change Directive:
 Authorization for Work described herein to proceed on the agreed upon listed prices.

Estimated Changes:
 Contract Price \$ 8,550.15 Increase
 Contract Time 0 days.

RECOMMENDED:	AUTHORIZED:	RECEIVED:
By: <u>Brenn E. Fin</u>	By: <u>Michael Gitter</u>	By: <u>Janis J. Beesky</u>
Brennen E. Fischer, P.E.	Michael Gitter, P.E.	Janison J. Beesky
Engineer (If required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Interim General Manager</u>	Title: <u>Project Manager</u>
Date: <u>March 31, 2021</u>	Date: <u>March 31, 2021</u>	Date: <u>July 29, 2021</u>

6" Drain Tile West Road Breakdown

			Quantity	Total
Mobilization	\$ 1,000.00	LS	1	\$ 1,000.00
Foreman	\$ 110.00	HR	7	\$ 770.00
Pickup Truck	\$ 30.00	HR	7	\$ 210.00
Operator	\$ 108.00	HR	7	\$ 756.00
Excavator	\$ 65.00	HR	7	\$ 455.00
Operator	\$ 108.00	HR	7	\$ 756.00
Loader	\$ 55.00	HR	7	\$ 385.00
Topman	\$ 103.00	HR	7	\$ 721.00
Pipelayer	\$ 103.00	HR	7	\$ 721.00
Tool Trailer	\$ 20.00	HR	7	\$ 140.00
Quadaxle	\$ 125.00	HR	7	\$ 875.00
6" Drain Tile	\$ 1.50	LF	142	\$ 213.00
Fabric	\$ 1.50	SY	118.33	\$ 177.50
Stone	\$ 22.40	Ton	61.19	\$ 1,370.66
			Total	\$ 8,550.15

Date of Issuance: June 10, 2021	Effective Date: June 10, 2021
Contract: West Road Transmission Water Main	Owner: Racine Water Utility
Contractor: A.W. Oakes & Sons, Inc.	Owner's Contract No.: W-18-9
Address: 2000 Oakes Road	Engineer: Ruekert & Mielke, Inc.
Racine, WI 53406	Engineer's Project No.: 8022-10027.301
	Effective Date of Contract: January 2, 2019

Contractor is directed to proceed promptly with the following change(s):

Description:

Relay 60-feet of 6-inch drain tile within the 36-inch water main trench north of S.T.H. 20 and install 40-feet of 6-inch drain tile parallel to the existing drain tile (\$11,625.00).

Reason for Work Change Directive:

A bentonite clay dam and drain tile were installed within the 36-inch water main trench north of S.T.H. 20 to alleviate the high ground water issues in the area. Due to a portion of the farm field immediately to the west of the water main trench being lower than the previously installed drain tile, water is still saturating portions of the roadway embankment and field. Approximately 60-feet of the drain tile will be relaid so that it will be lower than the adjacent farm field and a parallel drain tile will be installed to the west to capture the additional water.

Attachments:

A.W. Oakes additional cost proposal received on June 8, 2021.

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the agreed upon listed prices.

Estimated Changes:

Contract Price \$ 11,625.00 Increase

Contract Time 0 days.

RECOMMENDED:

AUTHORIZED:

RECEIVED:

By: Bren E. Fischer
 Brennen E. Fischer, P.E.
 Engineer (If required)

By: Michael Gitter
Michael Gitter
 Owner (Authorized Signature)

By: Janison J. Beesley
Janison J. Beesley
 Contractor (Authorized Signature)

Title: Project Manager

Title: Interim General Manager

Title: Project Manager

Date: June 10, 2021

Date: 6-11-21

Date: July 29, 2021

Installed Quantities

Underdrain Work on West Road				
Breakdown 6/8/2021				
<u>Description</u>	<u>Units</u>	<u>U/M</u>	<u>Rate</u>	<u>Extended</u>
Mobe/Demobe		1 LS	\$ 1,250.00	\$ 1,250.00
Foreman		8 Hrs	\$ 120.00	\$ 960.00
Operator		8 Hrs	\$ 120.00	\$ 960.00
Operator		8 Hrs	\$ 120.00	\$ 960.00
Laborer		8 Hrs	\$ 110.00	\$ 880.00
Laborer		8 Hrs	\$ 110.00	\$ 880.00
Excavator		8 Hrs	\$ 100.00	\$ 800.00
Loader		8 Hrs	\$ 70.00	\$ 560.00
Pickup		8 Hrs	\$ 30.00	\$ 240.00
Quadaxle		8 Hrs	\$ 145.00	\$ 1,160.00
Pipe	92 140	LF	\$ 5.80	\$ 812.00
Stone	21.38 42	Ton	\$ 21.00	\$ 882.00
Topsoil	0 20	CY	\$ 26.00	\$ 520.00
Erosion Mat		100 SY	\$ 4.21	\$ 421.00
CABC	0 20	Ton	\$ 17.00	\$ 340.00
				\$ 11,625.00

\$533.60

\$448.98

\$10,053.58

Underdrain Work on West Road				
Breakdown 6/8/2021				
<u>Description</u>	<u>Units</u>	<u>U/M</u>	<u>Rate</u>	<u>Extended</u>
Mobe/Demobe	1	LS	\$ 1,250.00	\$ 1,250.00
Foreman	8	Hrs	\$ 120.00	\$ 960.00
Operator	8	Hrs	\$ 120.00	\$ 960.00
Operator	8	Hrs	\$ 120.00	\$ 960.00
Laborer	8	Hrs	\$ 110.00	\$ 880.00
Laborer	8	Hrs	\$ 110.00	\$ 880.00
Excavator	8	Hrs	\$ 100.00	\$ 800.00
Loader	8	Hrs	\$ 70.00	\$ 560.00
Pickup	8	Hrs	\$ 30.00	\$ 240.00
Quadaxle	8	Hrs	\$ 145.00	\$ 1,160.00
Pipe	140	LF	\$ 5.80	\$ 812.00
Stone	42	Ton	\$ 21.00	\$ 882.00
Topsoil	20	CY	\$ 26.00	\$ 520.00
Erosion Mat	100	SY	\$ 4.21	\$ 421.00
CABC	20	Ton	\$ 17.00	\$ 340.00
				\$ 11,625.00

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR xx
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: West Road Transmission Water Main
(name, address) Mt Pleasant, WI

TO (Owner)

[Racine Water & Wastewater Utility
800 Center St #227
Racine, WI 53403]

[ARCHITECT'S PROJECT NO: W-18-9
CONTRACT FOR: Renaissance Tank to STH 20]

[CONTRACT DATE: January 2, 2019
FINAL CONTRACT PRICE: \$ 2,501,601.09]

CONTRACTOR: A.W. Oakes & Son Incorporated
2000 Oakes Rd
Racine, WI 53406

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 Company)

NGM Insurance Company
55 West St
Keene, NH 03431

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)
A.W. Oakes & Son Incorporated
2000 Oakes Rd
Racine, WI 53406

, CONTRACTOR,

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

Racine Water & Wastewater Utility
800 Center St #227
Racine, WI 53406

, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this

30th day of July, 2021.



Attest: Jarett Berg, Account Specialist
(Seal)

Jarett Berg

NGM Insurance Company

Surety Company

Rita Jorgenson
Signature of Authorized Representative

Rita Jorgenson, Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT, G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company. The language in this document conforms exactly to the language used in AIA document G707, April 1970 Edition.



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Jack Anderson, Ronald Kalhoi, Rita Jorgenson**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office 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.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Senior Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 26th day of September, 2019.

NGM INSURANCE COMPANY By:

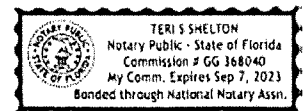
Bruce R Fox
Senior Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this September 26, 2019, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

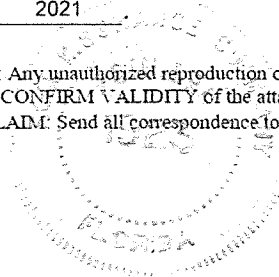
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 26th day of September, 2019.



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 30th day of July, 2021.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

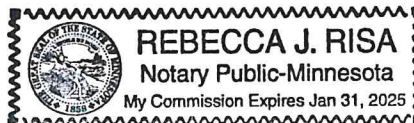
COUNTY OF CHIPPEWA



On this 30th day of July, 2021, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **NGM Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 1/31/2025



A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 18155- RWWU-West Road Transmission Water Main

RECEIVED

MAR 31 2021

Subcontractor: BARRICADE FLASHER SERVICE INC.
6610 S. 13TH STREET
OAK CREEK, WI 53154

For 504-19

19-11

The Undersigned, hereby acknowledges receipt of payment in full from A. W. OAKES & SON, INC. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or A. W. OAKES & SON, INC.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3/31/21

Firm Name: Barricade Flasher Service

By: Dennis Lampman, Dennis Lampman

Title: President

RECEIVED

APR 05 2021

A.W. OAKES & SON

4823

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 18155- RWWU-West Road Transmission Water Main

Subcontractor: CROWLEY CONSTRUCTION CORP
1353 N 68TH ST
WAUWATOSA, WI 53213-2801

The Undersigned, hereby acknowledges receipt of payment in full from A. W. OAKES & SON, INC. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or A. W. OAKES & SON, INC.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 7/22/2021

Firm Name: Crowley Construction Corp
By: [Signature]
Title: President

RECEIVED

JUL 26 2021

A.W.OAKES & SON

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 18155- RWWU-West Road Transmission Water Main

Subcontractor: FERGUSON WATERWORKS #1476
P.O. BOX 802817
CHICAGO, IL 60680-2817

The Undersigned, hereby acknowledges receipt of payment in full from A. W. OAKES & SON, INC. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or A. W. OAKES & SON, INC.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 03/23/2021 **Firm Name:** Ferguson Waterworks
By: hibbi Heiting - MCM
Title: Market Credit Manager

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 18155- RWWU-West Road Transmission Water Main

Subcontractor: STARK ASPHALT CORP
12845 W BURLEIGH ROAD
BROOKFIELD, WI 53005

The Undersigned, hereby acknowledges receipt of payment in full from A. W. OAKES & SON, INC. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or A. W. OAKES & SON, INC.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 4/8/21

Firm Name: Stark Pavement Corp

By: [Signature]

Title: Vice President

RECEIVED

APR 12 2021

A.W.OAKES & SON

Date July 29, 2021

TO: Commissioner of Public Works
City of Racine
730 Washington Avenue
Racine, Wisconsin 53403

CONTRACTOR COMPLIANCE WITH RACINE WORKS PROGRAM

This is to certify that all provisions of Section 46-41 of the Racine Municipal Code have been fully complied with:

Contract No. & Name #W-18-9, West Road Transmission Water Main

These provisions include:

1. Contractor certifies that 20% of all hours compiled by him or by any subcontractor in the performance of above contract shall be by eligible residents as outlined in Racine Municipal Code, Sec. 46-41. – Racine Works Program.
2. Contractor agrees to have available for inspection sworn reports on compliance for himself and his subcontractors, listing the name and address of every employee employed in carrying out the contract, type of work performed by employee, number of hours employed during the period.
3. This notarized statement is submitted in lieu of making sworn biweekly reports as required under provisions of the aforementioned sections of the Racine Municipal Code. The contractor shall, however, have the information as described in Section 46-36 available in its office for inspection by the City and agrees to deliver reports to the Commissioner of Public Works upon request.

Company A.W. Oakes & Son, Inc.

By 
Carol A. Cesarz

Title Payroll Accountant / Corporate Secretary

Total Onsite Project Hours: 3,965.50
Eligible Racine Residence: 1,481.50 (37%)

Subscribed and sworn to before me this

29th day of July A.D., 20 21



Notary Public, Racine County

My commission expires 6-15-2024

ANGELA M KESZLER
NOTARY PUBLIC
My Comm. Exp. 06-15-2024
STATE OF WISCONSIN