

**Racine Water and
Wastewater Utilities**

Keith E. Haas, P.E.
General Manager



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

January 15, 2021

Board of Waterworks Commissioners:

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

Dear Commissioners:

The work performed by Globe Contractors, Inc. (contractor) on Contract W-20-2, Water Main Extension to Broadway Tank & CTH H – Phase 2 Hydrant Alterations, has been completed. The contract totaled \$817,079.76, which included two change orders. We recommend that the work be accepted and final payment be authorized.

Sincerely,

Michael Gitter
Interim General Manager

MG/eg

- c: J. Guttenberg
- C. Regalia

January 14, 2021

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

Re: Water Main Extension To Broadway Tank & CTH H Phase 2 Hydrant Alterations Final Application for Payment
Project W-20-2, Segment 4.4

Dear Mr. Gitter:

Enclosed with this letter, please see the Application for Payment No. 5 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, Globe Contractors, Inc. has submitted a final Application for Payment and has furnished the enclosed Contract-required items:

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

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

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

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

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


In accordance with paragraph 15.08 of the General Conditions, the Contractor is required to promptly repair or correct defective Work for a period of one year from the date of Substantial Completion which was May 5th, 2020. You may wish to review the Project a month or so before the anniversary date to check for any warranty items. If we can be of assistance to you in this regard, please contact us.

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

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

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.

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: Water Main Extension to Broadway Tank & CTH H Phase 2 Hydrant Alterations
 Contractor's Application for Payment No. 5
 Project W-20-2, Segment 4.4

Dear Mr. Gitter:

Enclosed, please find the Water Main Extension to Broadway Tank & CTH H Phase 2 Hydrant Alterations Pay Request No. 5. 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 for the Water Main Extension to the Broadway Tank.

The CTH H Phase 2 hydrant alterations include four existing hydrants on the existing 12-inch water main that was part of the existing Racine Water Utility system. It is anticipated that the costs for the hydrant alterations on the existing 12-inch water main will be borne by the Racine Water Utility.

The CTH H Phase 2 hydrants alterations also include three hydrant alterations on the 24-inch water main which was installed to supply water to the Foxconn development. When these hydrants were installed in 2018, they were located up to the existing right-of-way. Due to the WisDOT CTH H Phase 2 road reconstruction project, the hydrants needed to be extended to behind the back-of-curb and not in conflict with the multi-use trail. It is anticipated that the costs for the hydrant alterations on the 24-inch water main that was installed in 2018 will be borne by others.

These costs are separated for your convenience. The cost breakdown is as follows:

	Water Main Extension to Broadway Tank-Segment 4.4		CTH H Phase 2 Hydrant Alterations		Project Total
	Racine Water Utility Deficiency Amount (0.00%)	Future Growth Amount (100.00%)	Hydrant Alterations on 12-inch Water Main	Hydrant Alterations on 24-inch Water Main	
Total Payment to Date	\$0.00	\$723,320.38	\$65,109.38	\$28,650.00	\$817,079.76
Less Previous Payments	\$0.00	\$703,936.82	\$63,364.57	\$27,882.24	\$795,183.63
Payment this Period	\$0.00	\$19,383.56	\$1,744.81	\$767.76	\$21,896.13

Mr. Mike Gitter, P. E.
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.

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.

Contractor's Application for Payment No. 5

		Application Date: 12/8/2020	Application Period: Final Payment
To (Owner): Racine Water and Wastewater Utility	From (Contractor): Globe Contractors, Inc. Contractor's Name	Via (Engineer): Ruekert & Mielke, Inc.	
Contact: Keith Haas, P.E.	Contact: Brad Hucke	Contact: Brennen E. Fischer, P.E.	
Project: Water Main Extension to Broadway Tank & CTH H Phase 2 Hydrant Alterations	Address: N50 W23076 Betker Rd Pewaukee, WI 53072	Address: W233 N2080 Ridgeview Parkway Waukesha, WI 53188	
Owner's Contract No.: W-20-2	Contractor's Project No.: 1734-20	Engineer's Project No.: 8022-10036.300	

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions (Enter as Positive Number)	
CO-1		\$7,312.49	1. ORIGINAL CONTRACT PRICE \$ <u>883,157.50</u>
CO-2 - Closeout		\$58,765.25	2. Net change by Change Orders \$ <u>(66,077.74)</u>
			3. CURRENT CONTRACT PRICE (Line 1 + Line 2) \$ <u>817,079.76</u>
			4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) \$ <u>817,079.76</u>
			5. RETAINAGE:
			a. 5% X <u>\$408,539.88</u> Work Completed \$ <u>20,426.99</u>
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .. \$ <u>20,426.99</u>
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) \$ <u>817,079.76</u>
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) \$ <u>795,183.63</u>
			9. AMOUNT DUE THIS APPLICATION \$ <u>21,896.13</u>
TOTALS		\$66,077.74	
NET CHANGE BY CHANGE ORDERS		-\$66,077.74	

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: Brad Hucke *Brad Hucke* **Date:** 12/8/2020

Payment of: \$ 21,896.13
(Line 9 or other - attach explanation of the other amount)

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

Payment of: \$ 21,896.13
(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.

5

For (Project): Water Main Extension to Broadway Tank & CTH H Phase 2 Hydrant Alterations								Application Date: 12/8/2020			
Application Period: Final Payment								Owner's Contract No.: W-20-2			
								Engineer's Project No.: 8022-10036.300			
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 (\$)
TRANSMISSION WATER MAIN TO BROADWAY TANK											
1	Mobilization	L.S.	1	\$10,000.00	\$10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00
2	Traffic Control	L.S.	1	\$6,000.00	\$6,000.00	1.00	\$ 6,000.00		\$ -	1.00	\$ 6,000.00
3	Tracking Pad	S.F.	3,970	\$1.70	\$6,749.00	5,431.50	\$ 9,233.55		\$ -	5,431.50	\$ 9,233.55
4	Silt Fence	L.F.	5,500	\$2.00	\$11,000.00	5,643.00	\$ 11,286.00		\$ -	5,643.00	\$ 11,286.00
5	Tree Clearing	STA.	1.25	\$5,000.00	\$6,250.00	1.25	\$ 6,250.00		\$ -	1.25	\$ 6,250.00
6	Remove and Backfill Abandoned Septic Field	L.S.	1	\$10,000.00	\$10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00
7	Topsoil, Temporary Seed, Fertilizer, Mulch, and Tackifier	S.Y.	15,700	\$3.40	\$53,380.00	14,800.00	\$ 50,320.00		\$ -	14,800.00	\$ 50,320.00
8	Seed, Fertilizer, and Erosion Mat	S.Y.	15,700	\$2.00	\$31,400.00	400.00	\$ 800.00		\$ -	400.00	\$ 800.00
9	16-inch Water Main w/ Granular Backfill	L.F.	10	\$160.00	\$1,600.00	10.00	\$ 1,600.00		\$ -	10.00	\$ 1,600.00
10	20-inch Water Main w/ Granular Backfill	L.F.	21	\$200.00	\$4,200.00	21.00	\$ 4,200.00		\$ -	21.00	\$ 4,200.00
11	20-inch Water Main w/ Spoil Backfill	L.F.	2,500	\$152.00	\$380,000.00	2,493.20	\$ 378,966.40		\$ -	2,493.20	\$ 378,966.40
12	20-inch Water Main Directional Drill	L.F.	292	\$420.00	\$122,640.00	294.00	\$ 123,480.00		\$ -	294.00	\$ 123,480.00
13	8-inch Hydrant Lead w/ Spoil Backfill	L.F.	53	\$120.00	\$6,360.00	53.00	\$ 6,360.00		\$ -	53.00	\$ 6,360.00
14	16-inch Butterfly Valve	EA.	1	\$4,000.00	\$4,000.00	1.00	\$ 4,000.00		\$ -	1.00	\$ 4,000.00
15	20-inch Butterfly Valve	EA.	4	\$5,250.00	\$21,000.00	4.00	\$ 21,000.00		\$ -	4.00	\$ 21,000.00
16	8-inch Hydrant Gate Valve	EA.	5	\$1,000.00	\$5,000.00	5.00	\$ 5,000.00		\$ -	5.00	\$ 5,000.00
17	Hydrant Assembly with Anchor Tee	EA.	5	\$6,000.00	\$30,000.00	5.00	\$ 30,000.00		\$ -	5.00	\$ 30,000.00
18	Detector Wire and Locator Box for Water Main	EA.	6	\$300.00	\$1,800.00	6.00	\$ 1,800.00		\$ -	6.00	\$ 1,800.00
19	Valve vault manhole	EA.	1	\$20,000.00	\$20,000.00	1.00	\$ 20,000.00		\$ -	1.00	\$ 20,000.00
20	32 Lb. Magnesium Anode	EA.	34	\$250.00	\$8,500.00	4.00	\$ 1,000.00		\$ -	4.00	\$ 1,000.00
21	15 Lb. Magnesium anode	EA.	34	\$170.00	\$5,780.00	52.00	\$ 8,840.00		\$ -	52.00	\$ 8,840.00
22	Water Main Offset Cash Allowance	L.S.	1	\$25,000.00	\$25,000.00		\$ -		\$ -		\$ -
23	3-inch Crushed Aggregate Driveway Replacement	S.Y.	450	\$20.00	\$9,000.00	537.89	\$ 10,757.80		\$ -	537.89	\$ 10,757.80
TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 23)						\$779,659.00		\$ 720,893.75		\$ -	\$ 720,893.75
CTH H HYDRANT ALTERATIONS											
24	Inlet Protection	EA.	4	\$125.00	\$500.00	4.00	\$ 500.00		\$ -	4.00	\$ 500.00
25	Pressure Test Existing Hydrant H-10	L.S.	1	\$500.00	\$500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00
26	Pressure Test Existing Hydrant 2865	L.S.	1	\$500.00	\$500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00
27	Pressure Test Existing Hydrant 4434	L.S.	1	\$500.00	\$500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00
28	Pressure Test Existing Hydrant 4424	L.S.	1	\$500.00	\$500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00
29	Pressure Test Existing Hydrant H-16	L.S.	1	\$500.00	\$500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00
30	Pressure Test Existing Hydrant 4423	L.S.	1	\$500.00	\$500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00
31	Pressure Test Existing Hydrant H-17	L.S.	1	\$500.00	\$500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00
32	Remove and Relocate Hydrant Assembly H-10	L.S.	1	\$7,000.00	\$7,000.00	1.00	\$ 7,000.00		\$ -	1.00	\$ 7,000.00
33	Remove and Relocate Hydrant Assembly 2865	L.S.	1	\$7,000.00	\$7,000.00	1.00	\$ 7,000.00		\$ -	1.00	\$ 7,000.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

5

For (Project): Water Main Extension to Broadway Tank & CTH H Phase 2 Hydrant Alterations							Application Date: 12/8/2020					
Application Period: Final Payment							Owner's Contract No.: W-20-2 Engineer's Project No.: 8022-10036.300					
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 (\$)	
34	Remove and Relocate Hydrant Assembly 4434	L.S.	1	\$14,000.00	\$14,000.00	1.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00	
35	Remove and Relocate Hydrant Assembly 4424	L.S.	1	\$13,900.00	\$13,900.00	1.00	\$ 13,900.00		\$ -	1.00	\$ 13,900.00	
36	Remove and Relocate Hydrant Assembly H-16	L.S.	1	\$8,900.00	\$8,900.00	1.00	\$ 8,900.00		\$ -	1.00	\$ 8,900.00	
37	Remove and Relocate Hydrant Assembly 4423	L.S.	1	\$9,000.00	\$9,000.00	1.00	\$ 9,000.00		\$ -	1.00	\$ 9,000.00	
38	Remove and Relocate Hydrant Assembly H-17	L.S.	1	\$11,000.00	\$11,000.00	1.00	\$ 11,000.00		\$ -	1.00	\$ 11,000.00	
39	Topsoil, Temporary Seed, Mulch, and Tackifier for Hydrant H-10	S.Y.	127	\$13.00	\$1,651.00		\$ -		\$ -		\$ -	
40	Topsoil, Temporary Seed, Mulch, and Tackifier for Hydrant 2865	S.Y.	122	\$13.00	\$1,586.00		\$ -		\$ -		\$ -	
41	Topsoil, Temporary Seed, Mulch, and Tackifier for Hydrant 4434	S.Y.	213	\$13.00	\$2,769.00		\$ -		\$ -		\$ -	
42	Topsoil, Temporary Seed, Mulch, and Tackifier for Hydrant 4424	S.Y.	123	\$13.00	\$1,599.00		\$ -		\$ -		\$ -	
43	Topsoil, Temporary Seed, Mulch, and Tackifier for Hydrant H-16	S.Y.	98	\$13.00	\$1,274.00		\$ -		\$ -		\$ -	
44	Topsoil, Temporary Seed, Mulch, and Tackifier for Hydrant 4423	S.Y.	116	\$13.00	\$1,508.00		\$ -		\$ -		\$ -	
45	Topsoil, Temporary Seed, Mulch, and Tackifier for Hydrant H-17	S.Y.	102	\$13.00	\$1,326.00		\$ -		\$ -		\$ -	
46	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	127	\$7.50	\$952.50		\$ -		\$ -		\$ -	
47	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	122	\$7.50	\$915.00		\$ -		\$ -		\$ -	
48	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	213	\$7.50	\$1,597.50		\$ -		\$ -		\$ -	
49	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	123	\$7.50	\$922.50		\$ -		\$ -		\$ -	
50	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	98	\$7.50	\$735.00		\$ -		\$ -		\$ -	
51	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	116	\$7.50	\$870.00		\$ -		\$ -		\$ -	
52	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	102	\$7.50	\$765.00		\$ -		\$ -		\$ -	
53	36" Curb and Gutter Removal and Replacement for Hydrant 2865	L.F.	10	\$116.50	\$1,165.00		\$ -		\$ -		\$ -	
54	6" High Early Strength Concrete Trench Patch for Hydrant 2865	S.Y.	6	\$232.00	\$1,392.00		\$ -		\$ -		\$ -	
55	36" Curb and Gutter Removal and Replacement for Hydrant H-17	L.F.	30	\$116.50	\$3,495.00		\$ -		\$ -		\$ -	
56	6" High Early Strength Concrete Trench Patch for Hydrant H-17	S.Y.	18	\$232.00	\$4,176.00		\$ -		\$ -		\$ -	
TOTAL OF ALL ESTIMATED PRICES (ITEMS 24-56)						\$103,498.50		\$ 74,800.00		\$ -	\$ 74,800.00	
TOTAL BID ITEMS 1-56						\$883,157.50		\$ 795,693.75		\$ -	\$ 795,693.75	
ADDITIONAL ITEMS												
CO-1-1	Removal & Replacement of Hydrants 2865, 4423, & 4424	L.S.	1	\$ 18,959.38	\$ 18,959.38	1.00	\$ 18,959.38		\$ -	1.00	\$ 18,959.38	
CO-1-2	Installation of Mac Wrap to Valve MH-1	L.S.	1	\$ 2,426.63	\$ 2,426.63	1.00	\$ 2,426.63		\$ -	1.00	\$ 2,426.63	
CO-1-3	Eliminate Bid Items 39-56	L.S.	1	(\$28,698.50)	(\$ 28,698.50)		\$ -		\$ -		\$ -	
TOTAL ADDITIONAL ITEMS						\$ (7,312.49)		\$ 21,386.01		\$ -	\$ 21,386.01	
TOTAL ALL ITEMS						\$ 875,845.01		\$ 817,079.76		\$ -	\$ 817,079.76	

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: Project W-20-2. Transmission Water Main to Broadway Tank and CTH H Phase 2 Hydrant Alterations.
BOND #107174785

TO (Owner)

[
Racine Water and Wastewater Utility
800 Center Street, Room 227
Racine, WI 53403
]

[

]

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Project W-20-2. Transmission Water Main to Broadway Tank and CTH H Phase 2 Hydrant Alterations.

CONTRACT DATE: February 21,2020

CONTRACTOR: Globe Contractors Inc.
N50 W23076 Betker Road/ P.O. Box 450
Pewaukee, WI 53072

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)

Travelers Casualty and Surety Company of America 13935 Bishops Drive, Brookfield, WI 53005,

on bond of (here insert name and address of Contractor)

Globe Contractors, Inc. N50 W23076 Betker Rd./ P.O. Box 450, Pewaukee, WI 53072

, CONTRACTOR,

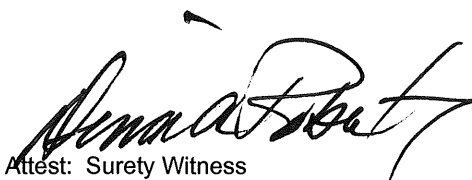
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Racine Water and Wastewater Utility 800 Center Street, Room 227, Racine, WI 53403

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 20th day of November, 2020.

Travelers Casualty and Surety Company of America
Surety Company


Attest: Surety Witness
(Seal):


Signature of Authorized Representative

Robert D. Grant, Attorney-in-Fact

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert D Grant** of **Brookfield**

Wisconsin, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **November**, 2020.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

WAIVER OF LIEN

November 23, 2020

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

for **Racine Water Utility**
by **Globe Contractors, Inc.**

owner,
contractor,

for **Installation of Water Main**

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

**Transmission Water Main to Broadway Tank and CTH Phase 2 Hydrant
Alterations Project W-20-2**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

Globe Contractors, Inc.



Robert D. Olson, President

WAIVER OF LIEN

December 22, 2020

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

For **Racine Water Utility** owner,
By **Barricade Flasher Service, Inc.** subcontractor,

For **Installation of Water Main**

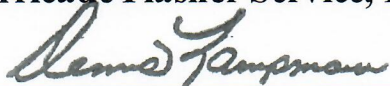
same being situated in Racine County, State of Wisconsin, described as

**Transmission Water Main to Broadway Tank and CTH Phase 2 Hydrant
Alterations Project W-20-2**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

Barricade Flasher Service, Inc.



Dennis Lampman, President

RECEIVED

DEC 22 2020

Per TCR 7052.

WAIVER OF LIEN - FINAL
Materials or Labor (Wisconsin)

To All Whom It May Concern:

WHEREAS, **Core & Main LP** has been employed

By: *Globe Contractors Inc*

To furnish **Miscellaneous Supplies** and/or related materials under a contract for the improvement of the premises described as:

Broadway Water main

Racine, WI

In the State of Wisconsin in which **City of Racine** is the Owner.

NOW, THEREFORE this 21st Day of **December** 2020

For and in consideration of the sum of **\$0.00** Dollars, and other goods and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim, or right of lien on said above described building and premises under the Statutes of the State of Wisconsin relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said building or premises. **Full and Final Payment Received.**

Name of sole ownership, corporation or partnership:

Core & Main LP

1830 Craig Park Ct.

St. Louis, MO. 63146

Signature: 

By: Kelley S. Kriens Title: Senior Credit Associate

FINAL WAIVER OF LIEN

STATE OF WI

Gty#

} SS

COUNTY OF Racine

Escrow#

TO WHOM IT MAY CONCERN:

WHERE AS the undersigned has been employed by **Globe Contractors Inc.**
to furnish **Erosion Control**
for the premises known as **Transmission Watermain to Broadway Tank & CTH H Phase 2 Hydrant**
of which **Racine Water Utility** is the Owner.

The undersigned, for and in consideration of Eight-teen Thousand, four hundred, forty-seven and 52/100 (\$ **18,447.52**) 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 **Wisconsin**, relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished anytime hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE: **12/9/2020**

COMPANY NAME: **Environmental Control Inc.**

ADDRESS: **7320 Noraire Drive
Franksville, WI 53126**

SIGNATURE *Shawn Horton*

TITLE **President**

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF WI

CONTRACTOR'S AFFIDAVIT

} SS

COUNTY OF Racine

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) **Shawn Horton** BEING DULY SWORN DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) **President** OF
(COMPANY NAME) **Environmental Control Inc.** WHO IS THE
CONTRACTOR FURNISHING **Erosion Control** WORK ON THE BUILDING
LOCATED AT **Transmission Watermain to Broadway Tank & CTH H Phase 2 Hydrant**
OWNED BY **Racine Water Utility**

That the total amount of the contract including extras* is \$ **18,447.52** on which he or she has received payment of \$ **18,447.52** 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 defect 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 to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

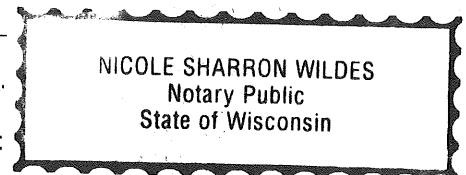
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
NONE ALL MATERIAL FROM ECI's PAID STOCK					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE					

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.

DATE **12/9/2020** SIGNATURE *Shawn Horton*

SUBSCRIBED AND SWORN TO BEFORE ME THIS **9th** DAY OF **Dec**, 20**20**.

Nicole Sharron Wildes
NOTARY PUBLIC



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

WAIVER OF LIEN

December 22, 2020

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

For **Racine Water Utility** owner,
By **Schmitz Ready Mix, Inc.** supplier,

For **Installation of Water Main**

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

**Transmission Water Main to Broadway Tank and CTH Phase 2 Hydrant
Alterations Project W-20-2**

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except,...

Paid in Full

Schmitz Ready Mix, Inc.

Hal Jude V.P. Sales

STATE OF ILLINOIS
COUNTY OF MCHENRY SS

FINAL WAIVER OF LIEN

GTY # _____
LOAN # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by: GLOBE CONTRACTORS, INC.
to furnish MATERIAL & CARTAGE for the premises known as:
TRANSMISSION WATER MAIN TO BROADWAY TANK & CTH H PHASE 2 HYDRANT ALTERATIONS, PROJECT W-20-2
of which RACINE WATER UTILITY is the owner.

THE undersigned, for and in consideration of:

FORTY-THREE THOUSAND TWENTY-TWO DOLLARS & 06/100

(\$ 43,022.06) Dollars, and other goods 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 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, INCLUDING EXTRAS. *

Given under my hand on this 23RD day of DECEMBER, 2020 SUPER AGGREGATES

Signature: _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF MCHENRY SS

TO WHOM IT MAY CONCERN:

THE undersigned, JACK PEASE being duly sworn, deposes and says that he is
PRESIDENT of SUPER AGGREGATES

who is the contractor furnishing MATERIAL & CARTAGE work on the
building located at TRANSMISSION WATER MAIN TO BROADWAY TANK & CTH H PHASE 2 HYDRANT ALTERATIONS, PROJECT W-20-2
owned by RACINE WATER UTILITY

That the total amount of the contract including extras is \$43,022.06 on which he has received payment of
\$0.00 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 default 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 to each, and that the items mentioned include all labor and material required to complete said
work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
SUPER AGGREGATES	MATERIAL & CARTAGE	\$43,022.06	\$0.00	\$43,022.06	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$43,022.06	\$0.00	\$43,022.06	\$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 the above stated.

Signed this 23RD day of DECEMBER, 2020 Signature: _____
JACK PEASE, PRESIDENT

Subscribed and sworn to before me this 23RD day of DECEMBER, 2020

Andrea Jones

Notary Public



