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

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,

January 15, 2021

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 5<sup>th</sup>, 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 <u>bfischer@ruekert-mielke.com</u>.

Respectfully,

RUEKERT & MIELKE, INC.

Jrem E. Fin

Brennen E. Fischer, P.E., CFM Project Engineer <u>bfischer@ruekertmielke.com</u>

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 concreted for	vour convenience	The cost breakdown is as follows:
These cosis are separated for	your convenience.	THE COST DIEAROOWH IS as TOHOWS.

	Water Main Broadway Tank			se 2 Hydrant ations	
	Racine Water Utility Deficiency Amount (0.00%)	Future Growth Amount (100.00%)	Hydrant Alterations on 12-inch Water Main	Alterations on 12-inch WaterAlterations on 24-inch Water	
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 <u>bfischer@ruekert-mielke.com</u>.

Respectfully,

RUEKERT & MIELKE, INC.

rem E. Fin

Brennen E. Fischer, P.E., CFM Project Engineer <u>bfischer@ruekertmielke.com</u>

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.

		Application Date:	1:	2/8/2020	Application Period:	Final Payment
<b>To</b> (Owner) Racine Wat	): ter and Wastewater Utility	From (Contractor): Contractor's Name	Globe Contractors,	Inc.	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:	ss: N50 W23076 Betker Rd Pewaukee, WI 53072		Address:	W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's C	ontract No.: W-20-2	Contractor's Proje	ct No.:	1734-20	Engineer's Project No.:	8022-10036.300

#### Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE \$	883,157,50
Number CO-1 CO-2 - Closeout	Additions	Deductions (Enter as Positive Number) \$7,312.49 \$58,765.25	2. Net change by Change Orders	(66,077.74) 817,079.76
			(Column L Total on Progress Estimates) \$	817,079.76
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) \$         7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6)	20,426.99 817,079.76
TOTALS		\$66,077.74	8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) \$9. AMOUNT DUE THIS APPLICATION	795,183.63 21,896.13
NET CHANGE BY CHANGE ORDERS		-\$66,077.74		

Contractor's Certification	Payment of:	Payment of: \$\$21,896.13				
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of under the Contract have been applied on account to discharge Contract obligations incurred in connection with Work covered by prior Application	tor's legitimate	_	(Line 9 or other - attach explanation of the Breven ETisle (Engineer)	ne other amount) 01/04/2021 (Date)		
Payment;	Payment of:	\$_	\$21,896.13			
(2) title to all Work, materials and equipment incorporated in said Work listed in or covered by this Application for Payment will pass to Owner p the General Conditions; and		(Line 9 or other - attach explanation of the other an				
(3) all Work covered by this Application for Payment is in accordance w Documents and is not defective.	ith the Contract	_	(Owner)	(Date)		
By: Brad Hucke Brad Hucke Date:	12/8/2020					

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## **Progress Estimate - Unit Price Work**

# Contractor's Application for Payment No.

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For (Project):	Water Main Extension to Broadway Tank & CTH H Ph	ase 2 Hydrant	Alterations					Application D	ate:	12	/8/2020
Application Period:	Final Payment	-		-				Owner's Cont Engineer's Pr		W-20-2	
A	В	С	D	E	F	G	н	I	J	к	L
						Work Comp	leted Previously	Work Comp	pleted This Period	Total Work C	ompleted to Date
ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
TRANSMISSIC	ON 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		3,970	\$1,70	\$6,749.00	5,431,50	\$ 9,233,55	-	s -	5,431,50	\$ 9,233,55
4	Silt Fence	L,F,	5,500	\$2.00	\$11,000,00	5,643.00	\$ 11,286,00	1	\$ -	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		2,500	\$152.00	\$380,000,00	2,493,20	\$ 378,966,40	<u>-</u>	\$ -	2,493,20	\$ 378,966,40
12	20-inch Water Main Directional Drill		292	\$420,00	\$122,640,00	294.00	\$ 123,480,00		s -	294.00	\$ 123,480,00
13	6-Inch Hydrant Lead w/ Spoil Backfill		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,	· · ·	\$5,250,00	\$21,000.00	4.00	\$ 21,000.00		\$ -	4.00	\$ 21,000,00
16	6-inch Hydrant Gate Valve	EA.		\$1,000.00	\$5,000,00	5.00	\$ 5,000,00		\$ -	5.00	\$ 21,000,00 \$ 5,000,00
17	Hydrant Assembly with Anchor Tee	EA.	5	\$6,000,00	\$30,000,00	5.00	\$ 30,000,00		\$	5,00	
18	Detector Wire and Locator Box for Water Main	EA.	6	\$300,00	\$1,800.00	6,00	\$ 30,000,00		⇒ ~ \$ -		\$ 30,000.00
19	Valve vault manhole	— EA.	8	\$20,000.00	\$20,000,00	1.00	\$ 20,000,00		*	6,00	\$ 1,800.00
20	32 Lb. Magnesium Anode	EA.	34	\$250,00	\$8,500.00	4.00				1.00	\$ 20,000.00
20	15 Lb, Magnesium anode	EA.	34	\$250,00 \$170,00		52,00			\$ -	4.00	\$ 1,000,00
21	Water Main Offset Cash Allowance	L.S.	34	\$170,00	\$5,780.00 \$25,000.00	52,00	\$ 8,840.00 \$ -	+	\$ -	52,00	\$ 8,840.00
23	3-inch Crushed Aggregate Driveway Replacement	S.Y.	450	\$25,000,00		F47			\$ -		\$ -
	L ESTIMATED PRICES (ITEMS 1 - 23)	3.1.	450	\$20,00	\$9,000.00 \$779.659.00	537.89	\$ 10,757.80 \$ 720,893.75		\$ -	637.89	\$ 10,757,80 \$ 720,893,75
	NT ALTERATIONS	<u> </u>				<u></u> .	• 120,030.10		<b>₹</b>		4 120,033,13
24	Inlet Protection	EÂ.	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	<u> </u>	\$ - \$	1.00	\$ 500.00 \$ 500.00
27	Pressure Test Existing Hydrant 4434	LS	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	<u> </u>	\$ -	1.00	\$ 500,00
29	Pressure Test Existing Hydrant H-16	L.S.		\$500.00	\$500.00	1.00	\$ 500.00		\$- \$-	1.00	\$ 500,00 \$ 500,00
30	Pressure Test Existing Hydrant 4423	L.S.	- 1	\$500.00	\$500.00	1,00	\$ 500.00	<u> </u>	- \$-	1.00	\$ 500.00
31	Pressure Test Existing Hydrant H-17	L.S.		\$500.00	\$500,00	1.00	\$ 500,00				
31	Remove and Relocate Hydrant Assembly H-10	L.S.	<u>↓</u>	\$7,000.00	\$7,000.00	1.00	\$ 500,00	<b> </b>	\$ - \$ -	1.00	\$ 500,00
33	Remove and Relocate Hydrant Assembly 11-10	L,S,	<u> </u>				1	<u> </u>	Ŧ	1.00	\$ 7,000.00
00	Nonove and Nelocate Hydratti Assembly 2000	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

Application								Owner's Cont	ract No.:	W-20-2	
Period:	Final Payment					Engineer's Pro		8022-10036.300			
A	В	C	D	E	F	G	н	l	J	<u>к</u>	<u>г                                    </u>
						Work Compl	eted Previously	Work Comp	leted This Period		Completed to Date
item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	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	\$-	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 Tackifler 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 Tackifler 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		\$ -		\$-	1	\$ -
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		\$-	1	\$-	Î	\$-
49	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	123	\$7,50	\$922,50		\$-		\$-	<u> </u>	\$ -
50	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	98	\$7,50	\$735.00		\$ <u>-</u>		\$-		\$ -
51	Seed, Fertilizer, and Type B Soil Stabilizer or Erosion Mat for	S.Y.	116	\$7.50	\$870,00		\$ -	1	\$ -	1	\$ -
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		\$-		\$-	1	\$ -
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		\$-		\$-		\$ -
OTAL OF AL	L ESTIMATED PRICES (ITEMS 24-56)				\$103,498.50	in the second	\$ 74,800.00		\$ -	1	\$ 74,800.00
OTAL BID IT	EMS 1-56				\$883,157.50		\$ 795,693.75		\$ -	1	\$ 795,693.75
	LITEMS			· .						<u></u>	
CO-1-1	Removal & Replacement of Hydrants 2865, 4423, & 4424	L.S.	[ <sup></sup> 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)		\$-		\$-	†	\$ -
	·····				\$ -		\$ -		\$ -	+	\$ -
	IONAL ITEMS	···· .	•		\$ (7,312.49)		\$ 21,386.01		\$ -		\$ 21,386.01
OTAL ALL IT					\$ 875,845,01		\$ 817,079.76	1	n IS an log a securit	<u> </u>	\$ 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 20<sup>th</sup> day of November, 2020.

Attest: Surety Witness (Seal):

Travelers Casualty and Surety Company of America Surety Company

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

AIA DOCUMENT G707 • CONSENT OF SURETY COMPANY TO FINAL PAYMENT • APRIL 1970 EDITION • AIA® © 1970 • THE AMERICAN INSTITUTE OF ARCHITECTS. 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006



### 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

their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, Wisconsin 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.

Bv: 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, 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.



Kar E. Hughen 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.



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/20/2020

C B R	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											
tł	ie te	RTANT: If the certificate hold rms and conditions of the po cate holder in lieu of such en	licy, ce	rtai	n pol							
PRO	DUCE	R		inoliketke	<u>`</u>		CONTAC	T Christi	ne Miramor	ntes		
R	R	Insurance Services, In	nc				PHONE (A/C, No	Ext), (262)	574-7000	FAX (A/C, No):	(262) 574	-7080
N14	W2	3900 Stone Ridge Driv	9				E-MAIL	. christi	ne.miramor	ntes@rrins.com		
		-					ADDILL					NAIC #
Wai	ikes	sha WI	5318	88						s Co of Hartford (	CNA)	20478
INSU				_				RB:Contine			01111/	35289
Gla	be	Contractors Inc						RC:Valley				20508
		3076 Betker Dr						RD:Admiral				24856
										alty Co (CNA)		20443
Pet	rauk	ee WI	5307	2			INSURE		siitai tasu	arcy co (cha)		20445
		AGES		_		NUMBER: CL20116056		Kr:		REVISION NUMBER:		
								ED TO THE IN			PERIOD	)
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	A		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
<u> </u>	x	COMMERCIAL GENERAL LIABILITY		990				and the second secon		EACH OCCURRENCE	\$	1,000,000
А		CLAIMS-MADE X OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
						7011447451		11/17/2020	11/17/2021	MED EXP (Any one person)	\$	15,000
						CNA75079XX (AI/PNC)				PERSONAL & ADV INJURY	\$	1,000,000
	GEN	J V'L AGGREGATE LIMIT APPLIES PER:				CNA74705XX (WOS)				GENERALAGGREGATE	\$	2,000,000
	02	POLICY X PRO- JECT LOC								PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:									\$	
-	ΑUT									COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	x	ANYAUTO								BODILY INJURY (Per person)	\$	
A	-	ALL OWNED SCHEDULED				7011447465		11/17/2020	11/17/2021	BODILY INJURY (Per accident)	\$	
	x		<b>b</b>			CNA63359XX (AI/PNC/WOS)				PROPERTY DAMAGE	\$	
	<u> </u>	HIRED AUTOS AUTOS								(Per accident) Comprehensive - All Other	\$	
	x	UMBRELLA LIAB X OCCUR								EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-				7011447482		11/17/2020	11/17/2021	AGGREGATE	\$	10,000,000
в		T	0			CNA75504XX (AI/PNC/WOS)					\$	10/000/000
	WOF	DED A RETENTION \$								X PER OTH- STATUTE ER	÷	
		EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE	Y/N							E.L. EACH ACCIDENT	\$	1,000,000
с	OFFI	CER/MEMBER EXCLUDED?	N	A / I		7011447479		11/17/2020	11/17/2021	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
ľ	If yes	s, describe under							, - , ,	E.L. DISEASE - POLICY LIMIT	\$	1,000,000
		CRIPTION OF OPERATIONS below									Ψ	· · · · ·
D		ntractors Pollution Liab				FEI-ECC-26811-00		11/17/2019				2,000,000
E	Cor	ntractors Equipment				7011646824		11/17/2020	11/17/2021	Leased/Rented Equipment		500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project:Transmission Water Main to Broadway Tank and CTH H Phase 2 Hydrant Alterations Project W-20-2. Racine Water & Wasterwater Utilities, City of Racine, Village of Mount Pleasant, Racine County, Calvary Baptist Church of Sturtevant, Wisconsin Inc, and Ruekert & Mielke Inc are listed as additional insured on a primary and non-contributory basis in regards to general liability including ongoing and completed operations, auto liability, and umbrella when required by written contract per forms above. 60 day notice of cancellation applies except for non-payment of premium in favor of Racine Water & Wastewater utility. \$500,000 installation floater applies per policy number 7011646824.												
							CANC	ELLATION				
	R 8 R	ICATE HOLDER acine Water & Waste 00 Center St oom 227 acine, WI 53404	rwate	∍r	Uti	lity	SHO THE ACC	ULD ANY OF T EXPIRATION D	DATE THEREOR	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		) BEFORE
							Danie	l Scheide	r/DM586	Da Su	lil.	

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# 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.** 

TEM

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

By Barricade Flasher Service, Inc.

owner, 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 Lamphan, President

RECEIVED DEC 2 2 2020 Per\_TCR 7:52.

## 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 <u>*Miscellaneous Supplies*</u> 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 ( lele Signature:

By: Kelley S. Kriens Title: Senior Credit Associate

### FINAL WAIVER OF LIEN

STATE OF WI	S	ΓΑΤ	Έ	OF	WI
-------------	---	-----	---	----	----

COUNTY OF Racine

}SS

Gty#

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: <b>12/9/2020</b>	COMPANY NAME: ADDRESS:	Environmental Control Inc. 7320 Noraire Drive
80		Franksville, WI 53126
SIGNATURE	lhom	TITLE President
*EXTRAS INCLUDE BUT ARE NOT LIMITED 1	TO CHANGE ORDERS BOTH ORAL AND WRITTE	

STATE OF WI

**CONTRACTOR'S AFFIDAVIT** 

COUNTY OF Racine

TO WHOM IT MAY CONCERN:

}SS

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* T	O 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 abave stated.

DATE 1919 2025 SIGNATURE	toto
	NICOLE SHARRON WILDES
Ylicole Sharron Wald	SEAL: State of Wisconsin
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,

ForRacine Water UtilityBySchmitz Ready Mix, Inc.

owner, 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.

Le V.P. Sales

FINAL WAIVER OF LIEN

GTY # LOAN #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by	Dy: GLOBE CONTI	RACTORS, INC.			
to furnish MATERIAL & CARTAGE	for the premises k				
TRANSMISSION WATER MAIN TO			RANT ALTERA		
of which	RACINE WATER UTIL	JTY		is th	ne owner.
THE undersigned, for and in consideration of:	-THREE THOUSAND TWEN	TV-TWO DOLL	ARS & 06/100		
	ds and valuable considerations, th			dged, do(es)	
hereby waive and release any and all lien or claim					with respect to
and on said above-described premises, and the im-					
moneys, funds or other considerations due or to be					
heretofore furnished, or which may be furnished a	t any timehereafter, by the unders	igned for the above	e described premis	es, INCLUDING E	XTRAS. *
Given under my hand on this231	RD day of DECEMB	<b>ER</b> , 2020	SUPER AGGRE	GATES	
			$\subset$	$\rightarrow$	
	Signatur	the second se			
*EXTRAS INCLUDE BUT ARE NOT LIMITED			FTEN, TO THE C	ONTRACT	
STATE OF ILL DIOLS	CONTRACTOR'S	AFFIDAVIT			
STATE OF ILLINOIS COUNTY OF MCHENRY SS					
COUNTION MEHENRI 55			C		
TO WHOM IT MAY CONCERN:					
THE undersigned, JACK PEASE			being duly sy	vorn, deposes and s	ave that he is
PRESIDENT		of SU	PER AGGREGAT		ays that he is
	TERIAL & CARTAGE				work on the
building located at TRANSMISSION WATER		K & CTH H PHA	SE 2 HYDRANT	ALTERATIONS,	
owned by		ATER UTILITY			
That the total amount of the contract including extr	as is	\$43,022.06	on v	which he has receive	ed payment of
\$0.00 pric	or to this payment. That all waive	rs are true, correct	and genuine and de	elivered uncondition	nally and that
there is no claim either legal or equitable to default					
or labor, or both, for said work and all parties having	ng contracts or sub contracts for s	pecific portions of	said work or for m	aterial entering into	the
construction thereof and the amount due or to beco	me due to each, and that the item	s mentioned includ	e all labor and mat	erial required to co	mplete said
work according to plans and specifications:					
		CONTRACT	AMOUNT	THIS	BALANCE
NAMES	WHAT FOR	PRICE	PAID	PAYMENT	DUE
SUPER AGGREGATES	MATERIAL & CARTAGE	\$43,022.06	\$0.00	\$43,022.06	\$0.00
TOTAL LABOR AND MATERIAL TO O		\$43,022.06	\$0.00	\$43,022.06	\$0.00
That there are no other contracts for said work outs				ar motorial Jabor o	
of any kind done of to be done upon of in connection	0.		fue to any person i	ul material, labor 0	r other work
	on with said work other than the a		fue to any persona	ur material, labor o	r other work
Signed this 22DD day of DEC	on with said work other than the a	above stated.	tue to any personit	di materia, labor o	r otner work
Signed this day of DEC	on with said work other than the a	above stated.			r otner work
Signed this day of DEC	on with said work other than the a	above stated.		PRESIDENT	r otner work
	on with said work other than the a	above stated. ature: JACK			r otner work
Signed this     23RD     day of     DEC       Subscribed and sworn to before me this     23R	on with said work other than the a	above stated. ature: JACK			r otner work
	on with said work other than the a	above stated. ature: JACK			r otner work
	on with said work other than the a	above stated. ature: JACK	PEASE , Andre	president a Sme	J
	on with said work other than the a	above stated. ature: JACK	PEASE , Andre		J
	on with said work other than the a	above stated. ature: JACK	PEASE , Andre	president a Sme	J
	on with said work other than the a	above stated. ature: JACK	PEASE , Andre	president a Sme	J
	on with said work other than the a	above stated. ature: JACK	PEASE , Andre	president a Sme	J
	on with said work other than the a	above stated. atur <u>e:</u> JACK <u>CR</u> , 2020	PEASE , Andre	president a Sme	J
	on with said work other than the a	above stated. atur <u>e:</u> JACK CR_, 2020	PEASE , Andre EAL	president a Sme	J
	on with said work other than the a	above stated. atur <u>e:</u> JACK CR_, 2020  OFFICIAL S ANDREA JO	PEASE Andre EAL NES	president a Sme	
	on with said work other than the a <u>CEMBER</u> , 2020 Sign <u>D</u> day of <u>DECEMBE</u> NOTAF	Above stated. atur <u>e:</u> JACK CR_, 2020 OFFICIAL S ANDREA JO RY PUBLIC - STA <sup>2</sup>	PEASE Andre EAL NES re of illinois	president a Sme	
	on with said work other than the a CEMBER , 2020 Sign D day of DECEMBE ONTAF	above stated. atur <u>e:</u> JACK CR_, 2020  OFFICIAL S ANDREA JO	PEASE AMARE EAL NES TE OF ILLINOIS IRES:10/14/21	president a Sme	

# Listing of Subcontractors & Suppliers

(Project): Water Main Extension to Broadway Tank & CTH H Phase 2 Hydrant Alterations					
plication Period: Final Payment					
В	С				
Address	Work Performed or Material Supplied				
6610 South 13th Street, Oak Creek, WI 53154	Traffic Control				
15655 West Rogers Drive, New Berlin, WI 53151	Pipe				
7320 Noraire Drive, Franksville, WI 53126	Erosion Control				
3131 West Elm Road, Franklin, WI 53132	Slurry				
5435 Bull Valley Road Ste 330, McHenry, IL 60050	Aggregate				
	B Address 6610 South 13th Street, Oak Creek, WI 53154 15655 West Rogers Drive, New Berlin, WI 53151 7320 Noraire Drive, Franksville, WI 53126				