

**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

February 10, 2021

Board of Waterworks Commissioners:

Mayor Cory Mason
Alder John Tate II
Alder Natalia Taft
Terry McCarthy
Shannon Powell
Matthew Recj
Stacy Sheppard
Kathleen Fischer

Dear Commissioners:

The work performed by Globe Contractors, Inc. (contractor) on Contract W-18-8, Spring Street Transmission Water Main Phase 1, has been completed. The contract totaled \$5,722,326.23, which included four change orders. We recommend that the work be accepted and final payment be authorized.

Sincerely,

A handwritten signature in black ink, which appears to read "Michael Gitter", is positioned above the printed name.

Michael Gitter
Interim General Manager

MG/eg

c: C. Regalia

February 10, 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: Spring Street Water Main Phase 1 Final Application for Payment
Project W-18-8, Segment 2.11

Dear Mr. Gitter:

Enclosed with this letter, please see the Application for Payment No. 8 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.


The date of Substantial Completion for this project was September 30th, 2019. In accordance with paragraph 15.08 of the General Conditions, the Contractor was required to promptly repair or correct defective Work for a period of one year from the date of Substantial Completion and has since expired.

Mr. Gitter
Racine Water & Wastewater Utilities
February 10, 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.

February 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: Spring Street Water Main Phase 1 Contractor's Application for Payment No. 8 – Final
Project W-18-8, Segment 2.11

Dear Mr. Gitter:

Enclosed, please find the Spring Street Water Main Phase 1 Contractor's Application for Payment No. 8. 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 deficiencies identified on segments 28.1, 28.3 and 28.5 for this project. The cost breakdown is as follows:

	Racine Deficiency Amount (51.013%)	Future Growth Amount (48.987%)	Project Total
Payment this Period	\$76,287.78	\$73,257.98	\$149,545.76
Total Payment to Date	\$2,919,130.28	\$2,803,195.95	\$5,5722,326.23

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 W. Regalia, P. E., Racine Water & Wastewater Utilities
Kenneth R. Ward, P.E., Ruekert & Mielke, Inc.

Contractor's Application for Payment No. 8

		Application Date: 12/8/2020	Application Period: Final Payment
To (Owner): Racine Water Utilities		From (Contractor): Globe Contractors, Inc.	Via (Engineer): Ruekert & Mielke, Inc.
Contact: Keith Haas, P.E.		Contact: Brad Hucke	Contact: Kenneth R. Ward, P.E.
Project: Spring Street Transmission Water Main Phase 1 Newman Road Tank to Summerset Drive		Address: N50 W23076 Belker Road Pewaukee, WI 53072	Address: W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's Contract No.: W-18-8		Contractor's Project No.: BD155-18	Engineer's Project No.: 8022-10029.300

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE	\$ 5,927,927.00
Number	Additions	Deductions (Enter as Positive Number)	2. Net change by Change Orders	\$ (205,600.77)
CO-1	\$10,650.00		3. CURRENT CONTRACT PRICE (Line 1 + Line 2)	\$ 5,722,326.23
CO-2	\$57,160.25		4. TOTAL COMPLETED TO DATE	
CO-3		\$13,907.00	(Column L Total on Progress Estimates)	\$ 5,722,326.23
CO-4 - Closeout		\$259,504.02	5. RETAINAGE:	
			a. 5% X \$2,861,163.12 Work Completed	\$ 143,058.16
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) ..	\$ 143,058.16
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6)	\$ 5,722,326.23
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)	\$ 5,572,780.47
			9. AMOUNT DUE THIS APPLICATION	\$ 149,545.76
TOTALS		\$67,810.25		
NET CHANGE BY CHANGE ORDERS		-\$205,600.77		

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: 12/9/2020

Payment of: \$ \$149,545.76
(Line 9 or other - attach explanation of the other amount)

Recommended by: *Brennan E. Finner* 01/04/2021
(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.

8

For (Project): Spring Street Transmission Water Main Phase 1 Newman Road Tank to Summerset Drive								Application Date: 12/8/2020			
Application Period: Final Payment								Engineer's Project No.: 8022-10029.300			
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	\$90,000.00	\$ 90,000.00	1.00	\$ 90,000.00		\$ -	1.00	\$ 90,000.00
2	Traffic Control	L.S.	1.00	\$50,000.00	\$ 50,000.00	1.00	\$ 50,000.00		\$ -	1.00	\$ 50,000.00
3	Silt Fence	L.F.	100.00	\$5.00	\$ 500.00	58.00	\$ 290.00		\$ -	58.00	\$ 290.00
4	Ditch Check	L.F.	20.00	\$20.00	\$ 400.00	20.00	\$ 400.00		\$ -	20.00	\$ 400.00
5	Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer or	S.Y.	6,830.00	\$7.00	\$ 47,810.00	5,835.50	\$ 40,848.50		\$ -	5,835.50	\$ 40,848.50
6	42-inch Water Main w/ Slurry Backfill	L.F.	1,013.00	\$900.00	\$ 911,700.00	1,018.00	\$ 916,200.00		\$ -	1,018.00	\$ 916,200.00
7	36-inch Water Main w/ Slurry Backfill	L.F.	6,000.00	\$675.00	\$ 3,450,000.00	5,941.50	\$ 3,416,362.50		\$ -	5,941.50	\$ 3,416,362.50
8	24-inch Water Main w/ Slurry Backfill	L.F.	175.00	\$650.00	\$ 113,750.00	159.00	\$ 103,350.00		\$ -	159.00	\$ 103,350.00
9	16-inch Water Main w/ Slurry Backfill	L.F.	85.00	\$550.00	\$ 46,750.00	101.00	\$ 55,550.00		\$ -	101.00	\$ 55,550.00
10	6-inch Water Main / Hydrant Lead with Slurry Backfill	L.F.	335.00	\$300.00	\$ 100,500.00	295.00	\$ 88,500.00		\$ -	295.00	\$ 88,500.00
11	24-inch x 16-inch Tapping Sleeve w/ 16-inch Valve	EA.	1.00	\$42,000.00	\$ 42,000.00	1.00	\$ 42,000.00		\$ -	1.00	\$ 42,000.00
12	42-inch Butterfly Valve	EA.	1.00	\$24,000.00	\$ 24,000.00	1.00	\$ 24,000.00		\$ -	1.00	\$ 24,000.00
13	36-inch Butterfly Valve	EA.	5.00	\$17,000.00	\$ 85,000.00	5.00	\$ 85,000.00		\$ -	5.00	\$ 85,000.00
14	24-inch Butterfly Valve	EA.	1.00	\$9,000.00	\$ 9,000.00	1.00	\$ 9,000.00		\$ -	1.00	\$ 9,000.00
15	16-inch Butterfly Valve	EA.	1.00	\$4,752.00	\$ 4,752.00	1.00	\$ 4,752.00		\$ -	1.00	\$ 4,752.00
16	6-inch Hydrant Gate Valve	EA.	6.00	\$2,500.00	\$ 15,000.00	6.00	\$ 15,000.00		\$ -	6.00	\$ 15,000.00
17	Hydrant Assembly with Anchor Tee	EA.	6.00	\$15,000.00	\$ 90,000.00	6.00	\$ 90,000.00		\$ -	6.00	\$ 90,000.00
18	Detector Wire and Locator Box for Water Main	EA.	7.00	\$750.00	\$ 5,250.00	8.00	\$ 6,000.00		\$ -	8.00	\$ 6,000.00
19	32 lb. Magnesium Anode	EA.	75.00	\$250.00	\$ 18,750.00	2.00	\$ 500.00		\$ -	2.00	\$ 500.00
20	15 lb. Magnesium Anode	EA.	155.00	\$190.00	\$ 29,450.00	163.00	\$ 30,970.00		\$ -	163.00	\$ 30,970.00
21	5 lb. Magnesium Anode	EA.	12.00	\$140.00	\$ 1,680.00	3.00	\$ 420.00		\$ -	3.00	\$ 420.00
22	Remove and Replace Catch Basin	EA.	5.00	\$4,000.00	\$ 20,000.00	5.00	\$ 20,000.00		\$ -	5.00	\$ 20,000.00
23	Full Depth Sawcutting	L.F.	8,600.00	\$2.00	\$ 17,200.00	10,647.00	\$ 21,294.00		\$ -	10,647.00	\$ 21,294.00
24	9-inch Reinforced Concrete Pavement Replacement	S.Y.	5,845.00	\$53.00	\$ 299,185.00	5,007.00	\$ 265,371.00		\$ -	5,007.00	\$ 265,371.00
25	3-1/2 inch Asphaltic Concrete Binder Course	TON	300.00	\$86.00	\$ 25,800.00	637.22	\$ 54,800.92		\$ -	637.22	\$ 54,800.92
26	2-inch Asphaltic Concrete Surface Course	TON	200.00	\$90.00	\$ 18,000.00		\$ -		\$ -		\$ -
27	30-inch Concrete Curb and Gutter Replacement	L.F.	1,870.00	\$27.00	\$ 50,490.00	1,000.75	\$ 27,020.25		\$ -	1,000.75	\$ 27,020.25
28	Concrete Median Replacement	S.Y.	360.00	\$57.00	\$ 20,520.00	114.00	\$ 6,498.00		\$ -	114.00	\$ 6,498.00
29	Concrete Corrugated Median	S.F.	360.00	\$13.00	\$ 4,680.00	215.00	\$ 2,795.00		\$ -	215.00	\$ 2,795.00
30	Concrete Median Sloped Nose	EA.	1.00	\$500.00	\$ 500.00	7.00	\$ 3,500.00		\$ -	7.00	\$ 3,500.00
31	Traffic Signal Loop Detector Replacement (if necessary)	EA.	2.00	\$3,000.00	\$ 6,000.00	3.00	\$ 9,000.00		\$ -	3.00	\$ 9,000.00
32	Pavement Marking, 18-inch Solid White	L.F.	60.00	\$5.00	\$ 300.00	60.00	\$ 300.00		\$ -	60.00	\$ 300.00
33	Pavement Marking, 2-inch Yellow Hatch	L.F.	700.00	\$1.00	\$ 700.00	793.00	\$ 793.00		\$ -	793.00	\$ 793.00
34	Pavement Marking, 8-inch Solid White	L.F.	960.00	\$1.00	\$ 960.00	949.00	\$ 949.00		\$ -	949.00	\$ 949.00
35	Pavement Marking, 4-inch Solid White or Yellow	L.F.	3,600.00	\$1.00	\$ 3,600.00	8,472.00	\$ 8,472.00		\$ -	8,472.00	\$ 8,472.00
36	Pavement Marking, Words or Symbols	EA.	10.00	\$150.00	\$ 1,500.00	8.00	\$ 1,200.00		\$ -	8.00	\$ 1,200.00
37	Inlet Sediment Guard, Type D	EA.	52.00	\$100.00	\$ 5,200.00	46.00	\$ 4,600.00		\$ -	46.00	\$ 4,600.00
38	Water Main Offset Cash Allowance	L.S.	1.00	\$100,000.00	\$ 100,000.00	70,757.31	\$ 70,757.31		\$ -	70,757.31	\$ 70,757.31
39	Temporary Trench Patch	S.Y.	6,000.00	\$25.00	\$ 150,000.00	478.30	\$ 11,957.50		\$ -	478.30	\$ 11,957.50

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

8

For (Project): Spring Street Transmission Water Main Phase 1 Newman Road Tank to Summerset Drive								Application Date: 12/8/2020			
Application Period: Final Payment								Engineer's Project No.: 8022-10029.300			
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 (\$)
40	Water Service Offset	EA.	12.00	\$3,000.00	\$ 36,000.00		\$ -		\$ -		\$ -
41	Remove and Replace Pull Box	EA.	2.00	\$2,500.00	\$ 5,000.00	2.00	\$ 5,000.00		\$ -	2.00	\$ 5,000.00
42	Precast Concrete Barrier, (if ordered by engineer)	L.F.	250.00	\$50.00	\$ 12,500.00	60.00	\$ 3,000.00		\$ -	60.00	\$ 3,000.00
43	Locate & Protect Sanitary Lateral	EA.	18.00	\$750.00	\$ 13,500.00	3.00	\$ 2,250.00		\$ -	3.00	\$ 2,250.00
TOTAL BID ITEMS 1-85						\$ 5,927,927.00		\$ 5,588,700.98		\$ -	\$ 5,588,700.98
ADDITIONAL ITEMS											
CO-1	Added Detour Route & Signs	L.S.	1.00	\$10,650.00	\$ 10,650.00	1.00	\$ 10,650.00		\$ -	1.00	\$ 10,650.00
CO-2-1	Exposing Existing Utilities	EA.	39.00	\$1,029.75	\$ 40,160.25	39.00	\$ 40,160.25		\$ -	39.00	\$ 40,160.25
CO-2-2	36" Conc Curb & Gutter Replacement	L.F.	1000.00	\$36.00	\$ 36,000.00	964.50	\$ 34,722.00		\$ -	964.50	\$ 34,722.00
CO-2-3	Open Cut Traffic Signal Loop Detector	EA.	1.00	\$8,000.00	\$ 8,000.00	1.00	\$ 8,000.00		\$ -	1.00	\$ 8,000.00
CO-2-4	Deduct 1,000 L.F. from Bid Item 27, 30-inch oncrete curb and gutter replacement	EA.	-1000.00	\$27.00	\$ (27,000.00)		\$ -		\$ -		\$ -
CO-3-1	2" PVC Electrical Conduit	L.F.	300.00	\$11.00	\$ 3,300.00	300.00	\$ 3,300.00		\$ -	300.00	\$ 3,300.00
CO-3-2	Additional Detour Route Mobilization	EA.	1.00	\$2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ -	1.00	\$ 2,000.00
CO-3-3	Replace Traffic Signal Loop Detector into Sub-base	EA.	5.00	\$4,538.60	\$ 22,693.00	5.00	\$ 22,693.00		\$ -	5.00	\$ 22,693.00
CO-3-4	Adjust Hydrant H-4 Bury Depth	EA.	1.00	\$1,750.00	\$ 1,750.00	1.00	\$ 1,750.00		\$ -	1.00	\$ 1,750.00
CO-3-5	24"x16" Tapping Sleeve	EA.	1.00	\$10,350.00	\$ 10,350.00	1.00	\$ 10,350.00		\$ -	1.00	\$ 10,350.00
CO-3-6	Eliminate Bid Item 26, 2-inch Asphaltic Concrete Surface Course	TON	-200.00	\$90.00	\$ (18,000.00)		\$ -		\$ -		\$ -
CO-3-7	Eliminate Bid Item 40, Water Service Offset	EA.	-12.00	\$ 3,000.00	\$ (36,000.00)		\$ -		\$ -		\$ -
TOTAL ADDITIONAL ITEMS						\$ 53,903.25		\$ 133,625.25		\$ -	\$ 133,625.25
TOTAL ALL ITEMS						\$ 5,981,830.25		\$ 5,722,326.23		\$ -	\$ 5,722,326.23

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: W-18-8

(name, address) Spring Street Transmission Water Main - Phase 1 - Newman Road Tank to Summerset Drive.

TO (Owner)

BOND #107001356

Racine Water And Wastewater Utility
800 Center Street, Room 227
Racine, WI 53404

ARCHITECT'S PROJECT NO: W-18-8

CONTRACT FOR: Spring Street Transmission Water Main - Phase 1 -
Newman Road Tank to Summerset Drive.

CONTRACT DATE: February 1, 2019.

CONTRACTOR: Globe Contractors, Inc.
N50 W23076 Betker Road, PO 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

, SURETY COMPANY,

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

Globe Contractors, Inc.
N50 W23076 Betker Road, PO 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 53404

, OWNERS,

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

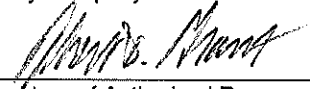
IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this

29th day of October, 2019. **x9**

Attest: Surety Witness
(Seal):



Travelers Casualty and Surety Company of America
Surety Company


Signature of Authorized Representative
Robert D. Grant
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

TRAVELERS

**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
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
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 **29th** day of **October**, **2019**.



Kevin E. Hughes
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)

2/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Christine Miramontes	
R & R Insurance Services, Inc		PHONE (A/C No. Ext): (262) 574-7000	FAX (A/C No): (262) 574-7080
N14 W23900 Stone Ridge Drive		E-MAIL ADDRESS: christine.miramontes@rrins.com	
Waukesha WI 53188		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED		INSURER A: National Fire Ins Co of Hartford (CNA) 20478	
Globe Contractors Inc		INSURER B: Continental Ins Co (CNA) 35289	
N50 W23076 Betker Dr		INSURER C: Valley Forge Ins Co (CNA) 20508	
Pewaukee WI 53072		INSURER D: Admiral Insurance Co 24856	
		INSURER E: Continental Casualty Co (CNA) 20443	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2011605655

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			7011447451	11/17/2020	11/17/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
				CNA75079XX (AI/PNC)			MED EXP (Any one person) \$ 15,000
				CNA74705XX (WOS)			PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			7011447465	11/17/2020	11/17/2021	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			CNA63359XX (AI/PNC/WOS)			BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						Comprehensive - All Other \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB			7011447482	11/17/2020	11/17/2021	AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CNA75504XX (AI/PNC/WOS)			\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			7011447479	11/17/2020	11/17/2021	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liab			FEI-ECC-26811-00	11/17/2019	11/17/2022	Each Occ/Agg Limit 2,000,000
E	Contractors 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: Spring Street Transmission Water Main - Newman Road Tank to Summerset Drive - Phase 1.
Racine Water & Wasterwater Utility, Wisconsin Department of Transportation, their elected and appointed officials, officers, employees, authorized representatives, and volunteers, City of Racine, Village of Mount Pleasant, Racine County, and Ruekert & Mielke Inc are listed as additional insured on a primary and non-contributory basis in regards to general liability, 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 & Wasterwater utility.

CERTIFICATE HOLDER

CANCELLATION

Racine Water & Wasterwater Utility 800 Center St Room 227 Racine, WI 53404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Daniel Scheider/DM586 <i>Dm Scheider</i>

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: GLOBE CONTRACTORS INC

Policy No: 7011447451

Endorsement No: 9

Effective Date: 11/17/2020

Listing of Subcontractors & Suppliers

Contractor's Application for Payment No. 8 - FINAL[illegible]

WAIVER OF LIEN

May 12, 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**

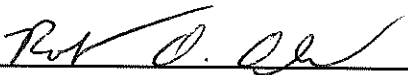
same being situated in Racine County, State of Wisconsin, described as

Spring St Transmission Water Main P1 – Newman Rd Tank to Summerset Dr

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

Date: January 5, 2021

UNCONDITIONAL FINAL WAIVER OF LIEN

STATE OF Wisconsin
COUNTY OF Outagamie

TO WHOM IT MAY CONCERN:

For good & valuable consideration by payment in the amount of _IN FULL_. This document is effective by Ferguson Enterprises, LLC., on its behalf or as an agent for its subsidiaries and affiliates to waive and relinquish any and all claims and rights of lien in the above amount for material furnished to _ GLOBE CONTRACTORS INC__ and located at the site hereinafter described to wit:

GLOBE CONTRACTORS INC
S SPRING ST W / RACINE
S SPRING ST
RACINE, WI 53405

IN WITNESS WHEREFORE, the undersigned has caused those present to be duly executed this 5th day of January 2021.

By:



Nikki Heiting
Market Credit Manager

WAIVER OF LIEN

January 4, 2021

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 **Franklin Aggregates, Inc.**

owner,
supplier,

For **Supplying Stone and Gravel**

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

Spring St Transmission Water Main P1 – Newman Rd Tank to Summerset Dr

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

Franklin Aggregates, Inc.

A handwritten signature in cursive script, appearing to read "Mahofu", is written over a horizontal line.

WAIVER OF LIEN

January 4, 2021

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 **Supplying Concrete and Slurry**

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

Spring St Transmission Water Main P1 – Newman Rd Tank to Summerset Dr

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 J. Sales V.P. Sales

WAIVER OF LIEN

January 5, 2021

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 **Szada Trucking, Inc.**

subcontractor,

For **Trucking Services**

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

Spring St Transmission Water Main P1 – Newman Rd Tank to Summerset Dr

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

Szada Trucking, Inc.

 1-05-2021

WAIVER OF LIEN

January 4, 2021

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 **Storm Companies, Inc.**

owner,
subcontractor,

For **Traffic Control and Pavement Markings**

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

Spring St Transmission Water Main P1 – Newman Rd Tank to Summerset Dr

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

Storm Companies, Inc.

Dugan A. Tolson 1/4/21

WAIVER OF LIEN

January 4, 2021

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 **Outdoor Lighting Construction Co., Inc.** subcontractor,

For **Electrical/Traffic Signal Work**

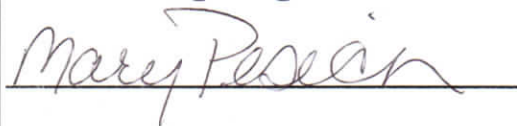
same being situated in Racine County, State of Wisconsin, described as

Spring St Transmission Water Main P1 – Newman Rd Tank to Summerset Dr

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

Outdoor Lighting Construction Co., Inc.





12845 W Burleigh Road
Brookfield, WI 53005
414-466-0644

FINAL WAIVER OF LIEN

DATE: January 5, 2021

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

For Racine County owner

By Stark Pavement Corporation Concrete Subcontractor

for Spring Street Transmission Main – Racine Water Utility, same being situated in Racine County, State of Wisconsin, described as:

Spring Street Transmission Main – Racine Water Utility
Spring Street
Racine, WI

for all labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except: None

Stark Pavement Corporation
Company Name


Signature

Thomas P Skelton
Print Name

Vice President of Finance
Title

WAIVER OF LIEN

January 4, 2021

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 **Con-Cor Company, Inc.**

owner,
subcontractor,

For **Sawing**

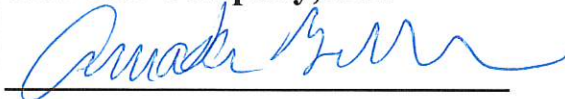
same being situated in Racine County, State of Wisconsin, described as

Spring St Transmission Water Main P1 – Newman Rd Tank to Summerset Dr

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

Con-Cor Company, Inc.



WAIVER OF LIEN

January 4, 2021

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 **All-Ways Contractors, Inc**

owner,
subcontractor,

For **Restoration**

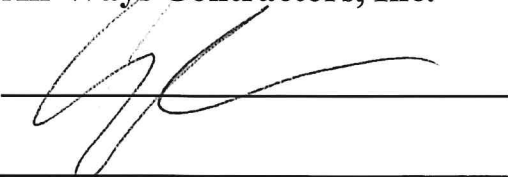
same being situated in Racine County, State of Wisconsin, described as

Spring St Transmission Water Main P1 – Newman Rd Tank to Summerset Dr

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

All-Ways Contractors, Inc.

A handwritten signature in black ink, appearing to be 'JL', is written over a horizontal line.