

**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-19-6, STH 11 Transmission Water Main, has been completed. The contract totaled \$ 1,445,941.00, which included two change orders. We recommend that the work be accepted and final payment be authorized.

Sincerely,

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

Michael Gitter  
Interim General Manager

MG/eg

c: 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: STH 11 Transmission Water Main Final Application for Payment  
Project W-19-6, Segment 1.6

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 April 27, 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. Mike Gitter, P.E.  
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](mailto:bfischer@ruekert-mielke.com).

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in blue ink that reads "Brennen E. Fischer".

Brennen E. Fischer, P.E., CFM  
Project Engineer  
[bfischer@ruekertmielke.com](mailto:bfischer@ruekertmielke.com)

BEF:sjs  
Enclosure

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

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: STH 11 Transmission Water Main Contractor's Application for Payment No. 5 – Final  
Project W-19-6, Segment 1.6

Dear Mr. Gitter:

Enclosed, please find the STH 11 Transmission Water Main Contractor's Application for Payment 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. The cost breakdown is as follows:

	Racine Deficiency Amount (0%)	Future Growth Amount	Project Total
Payment this Period	\$0.00	\$38,354.40	\$38,354.40
Total Payment to Date	\$0.00	\$1,445,941.00	\$1,445,941.00

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

Respectfully,

RUEKERT & MIELKE, INC.



Brennen E. Fischer, P.E., CFM  
Project Engineer  
[bfischer@ruekertmielke.com](mailto:bfischer@ruekertmielke.com)

BEF:sjs

Enclosure

cc: Evelin Garcia, Racine Water 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 - FINAL

	Application Date:	1/4/2021	Application Period:	Final Payment
To (Owner): Racine Water Utilities	From (Contractor): Globe Contractors		Via (Engineer):	Ruekert & Mielke, Inc.
Contact: Keith Haas	Contact: Bob Olson		Contact:	Brennen E. Fischer, P.E.
Project: STH 11 Transmission Water Main	Address: N50 W23076 Betker Road Pewaukee, WI 53072		Address:	W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's Contract No.: W-19-6	Contractor's Project No.:		Engineer's Project No.:	8022-10025.300

### Change Order Summary

Approved Change Orders				
Number	Additions	Deductions (Enter as Positive Number)		
CO-1	\$65.00		1. ORIGINAL CONTRACT PRICE .....	\$ 1,534,111.00
CO-2 - Closeout		\$88,235.00	2. Net change by Change Orders .....	\$ (88,170.00)
			3. CURRENT CONTRACT PRICE (Line 1 + Line 2) .....	\$ 1,445,941.00
			4. TOTAL COMPLETED TO DATE	
			(Column L Total on Progress Estimates) .....	\$ 1,445,941.00
			5. RETAINAGE:	
			a. 5% X \$722,970.50 Work Completed ....	\$ 36,148.53
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .	\$ 36,148.53
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) .....	\$ 1,445,941.00
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) .....	\$ 1,407,586.60
			9. AMOUNT DUE THIS APPLICATION .....	\$ 38,354.40
TOTALS	\$65.00	\$88,235.00		
NET CHANGE BY CHANGE ORDERS		-\$88,170.00		

### 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: \_\_\_\_\_

Don Fyfe

Date:

2/10/21

Payment of:	\$	\$38,354.40
-------------	----	-------------

(Line 9 or other - attach explanation of the other amount)

**Recommended by:**

Brennholz

02/10/2021

Brennen E. Fischer, P.E. (Engineer)

(Date)

Payment of:

3

(Line 9 or other - attach explanation of the other amount)

(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 - FINAL

For (Project): STH 11 Transmission Water Main								Application Date: 1/4/2021			
Application Period: Final Payment								Engineer's Project No.: 8022-10025.300			
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	\$14,500.00	\$ 14,500.00	1.00	\$ 14,500.00		\$ -	1.00	\$ 14,500.00
2	Traffic Control	L.S.	1.00	\$22,500.00	\$ 22,500.00	1.00	\$ 22,500.00		\$ -	1.00	\$ 22,500.00
3	Silt Fence	L.F.	12,384.00	\$2.00	\$ 24,768.00	11,366.00	\$ 22,732.00		\$ -	11,366.00	\$ 22,732.00
4	Inlet protection	EA.	38.00	\$100.00	\$ 3,800.00	19.00	\$ 1,900.00		\$ -	19.00	\$ 1,900.00
5	Tracking Pad	S.F.	3,000.00	\$1.00	\$ 3,000.00	4,825.00	\$ 4,825.00		\$ -	4,825.00	\$ 4,825.00
6	Tree Removal	I.D.	80.00	\$50.00	\$ 4,000.00	76.00	\$ 3,800.00		\$ -	76.00	\$ 3,800.00
7	16-inch Water Main w/ spoil backfill	L.F.	7,747.00	\$100.00	\$ 774,700.00	7,930.00	\$ 793,000.00		\$ -	7,930.00	\$ 793,000.00
8	16-inch Water Main w/ slurry backfill	L.F.	225.00	\$256.00	\$ 57,600.00	205.00	\$ 52,480.00		\$ -	205.00	\$ 52,480.00
9	16-inch Water Main Directional Drill	L.F.	50.00	\$615.00	\$ 30,750.00	50.00	\$ 30,750.00		\$ -	50.00	\$ 30,750.00
10	6-inch Hydrant Lead in Granular	L.F.	384.00	\$152.00	\$ 58,368.00	393.50	\$ 59,812.00		\$ -	393.50	\$ 59,812.00
11	1 1/4-inch Water Main w/ granular backfill	L.F.	239.00	\$111.00	\$ 26,529.00	217.00	\$ 24,087.00		\$ -	217.00	\$ 24,087.00
12	1 1/4-inch Water Main Directional Drill	L.F.	1,003.00	\$111.00	\$ 111,333.00	880.00	\$ 97,680.00		\$ -	880.00	\$ 97,680.00
13	16-inch Butterfly Valve	EA.	7.00	\$3,500.00	\$ 24,500.00	7.00	\$ 24,500.00		\$ -	7.00	\$ 24,500.00
14	1 1/4-inch Curb Stop and Corporation	EA.	7.00	\$600.00	\$ 4,200.00	7.00	\$ 4,200.00		\$ -	7.00	\$ 4,200.00
15	New Hydrant Assembly with Anchor Tee	EA.	3.00	\$5,000.00	\$ 15,000.00	4.00	\$ 20,000.00		\$ -	4.00	\$ 20,000.00
16	6-inch Hydrant Gate Valve	EA.	5.00	\$1,400.00	\$ 7,000.00	5.00	\$ 7,000.00		\$ -	5.00	\$ 7,000.00
17	Hydrant Anchor Tee, Hydrant Valve and Temporary Plug	EA.	6.00	\$3,000.00	\$ 18,000.00	6.00	\$ 18,000.00		\$ -	6.00	\$ 18,000.00
18	Hydrant Anchor Tee, Hydrant Valve, 2-inch Temporary Air Release Valve and Temporary Plug	EA.	2.00	\$4,200.00	\$ 8,400.00	2.00	\$ 8,400.00		\$ -	2.00	\$ 8,400.00
19	Hydrant Installation (Milestone 2)	EA.	2.00	\$5,600.00	\$ 11,200.00	2.00	\$ 11,200.00		\$ -	2.00	\$ 11,200.00
20	Hydrant Installation (Milestone 3)	EA.	6.00	\$5,600.00	\$ 33,600.00	6.00	\$ 33,600.00		\$ -	6.00	\$ 33,600.00
21	Salvaged Hydrant Assembly	EA.	2.00	\$2,000.00	\$ 4,000.00	1.00	\$ 2,000.00		\$ -	1.00	\$ 2,000.00
22	Remove and Salvage Existing Hydrant	EA.	4.00	\$1,000.00	\$ 4,000.00	5.00	\$ 5,000.00		\$ -	5.00	\$ 5,000.00
23	Detector Wire and locator box for water main	EA.	23.00	\$160.00	\$ 3,680.00	13.00	\$ 2,080.00		\$ -	13.00	\$ 2,080.00
24	32 Lb. Magnesium Anode	EA.	82.00	\$245.00	\$ 20,090.00		\$ -		\$ -		\$ -
25	15 Lb. Magnesium Anode	EA.	48.00	\$180.00	\$ 8,640.00	130.00	\$ 23,400.00		\$ -	130.00	\$ 23,400.00
26	5 Lb. Magnesium Anode	EA.	7.00	\$100.00	\$ 700.00		\$ -		\$ -		\$ -
27	Timber Mats	S.F.	7,228.00	\$10.00	\$ 72,280.00	6,196.00	\$ 61,960.00		\$ -	6,196.00	\$ 61,960.00
28	Water Main Offset Cash Allowance	L.S.	1.00	\$50,000.00	\$ 50,000.00		\$ -		\$ -		\$ -
29	Full Depth Saw Cut	L.F.	60.00	\$8.00	\$ 480.00		\$ -		\$ -		\$ -
30	Remove Existing 12-inch Water Main	L.F.	80.00	\$125.00	\$ 10,000.00	46.00	\$ 5,750.00		\$ -	46.00	\$ 5,750.00
31	Remove and Replace Concrete Curb and Gutter	L.F.	53.00	\$60.00	\$ 3,180.00	63.50	\$ 3,810.00		\$ -	63.50	\$ 3,810.00
32	3-inch Asphalt Driveway replacement	S.F.	1,045.00	\$20.00	\$ 20,900.00	362.00	\$ 7,240.00		\$ -	362.00	\$ 7,240.00
33	4-inch Topsoil respread	S.Y.	47,222.00	\$1.00	\$ 47,222.00	23,611.00	\$ 23,611.00		\$ -	23,611.00	\$ 23,611.00
34	Temporary seed, fertilizer and mulch	S.Y.	47,222.00	\$0.50	\$ 23,611.00	50,788.00	\$ 25,394.00		\$ -	50,788.00	\$ 25,394.00
35	12-inch Water Main w/Slurry Backfill	L.F.	28.00	\$335.00	\$ 9,380.00	25.00	\$ 8,375.00		\$ -	25.00	\$ 8,375.00
36	12-inch Butterfly Valve	EA.	1.00	\$2,200.00	\$ 2,200.00	1.00	\$ 2,200.00		\$ -	1.00	\$ 2,200.00
TOTAL BID ITEMS 1-85					\$ 1,534,111.00		\$ 1,425,786.00		\$ -		\$ 1,425,786.00
ADDITIONAL ITEMS											
CO-1-1	Permanent Restoration near UNFI property	S.Y.	6950	\$2.90	\$ 20,155.00	6,950.00	\$ 20,155.00		\$ -	6,950.00	\$ 20,155.00
CO-1-2	Eliminate Bid Item 24 - 32 Lb. Magnesium Anode	EA.	-82.00	\$245.00	\$ (20,090.00)		\$ -		\$ -		\$ -
TOTAL ADDITIONAL ITEMS					\$ 65.00		\$ 20,155.00		\$ -		\$ 20,155.00
TOTAL ALL ITEMS					\$ 1,534,176.00		\$ 1,445,941.00		\$ -		\$ 1,445,941.00

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

AIA DOCUMENT G707

PROJECT: Project W-19-6. STH 11 Transmission Water Main.  
BOND #107001358

TO (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Project W-19-6.  
STH 11 Transmission Water Main.

CONTRACT DATE: April 22, 2019

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,

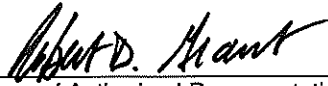
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

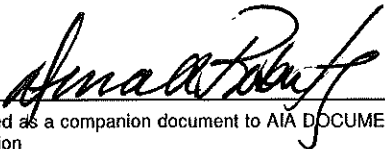
Racine Water and Wastewater Utility 800 Center Street, Room 227, Racine, WI 53403

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

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 8th day of December, 2020.

Travelers Casualty and Surety Company of America  
Surety Company

  
Signature of Authorized Representative

Attest: Surety Witness  
(Seal): 

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*  
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 **8th** day of **December**, 2020.



*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)  
12/7/2020

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

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

<b>PRODUCER</b> R & R Insurance Services, Inc N14 W23900 Stone Ridge Drive Waukesha WI 53188		<b>CONTACT NAME:</b> Christine Miramontes <b>PHONE (A/C, No, Ext):</b> (262) 574-7000 <b>FAX (A/C, No):</b> (262) 574-7080 <b>E-MAIL ADDRESS:</b> christine.miramontes@rrins.com													
<b>INSURED</b> Globe Contractors Inc N50 W23076 Betker Dr Pewaukee WI 53072		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A: National Fire Ins Co of Hartford (CNA)</td><td>20478</td></tr><tr><td>INSURER B: Continental Ins Co (CNA)</td><td>35289</td></tr><tr><td>INSURER C: Valley Forge Ins Co (CNA)</td><td>20508</td></tr><tr><td>INSURER D: Admiral Insurance Co</td><td>24856</td></tr><tr><td>INSURER E: Continental Casualty Co (CNA)</td><td>20443</td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: National Fire Ins Co of Hartford (CNA)	20478	INSURER B: Continental Ins Co (CNA)	35289	INSURER C: Valley Forge Ins Co (CNA)	20508	INSURER D: Admiral Insurance Co	24856	INSURER E: Continental Casualty Co (CNA)	20443	INSURER F:	
INSURER A: National Fire Ins Co of Hartford (CNA)	20478														
INSURER B: Continental Ins Co (CNA)	35289														
INSURER C: Valley Forge Ins Co (CNA)	20508														
INSURER D: Admiral Insurance Co	24856														
INSURER E: Continental Casualty Co (CNA)	20443														
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: CI2011605655

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7011447451 CNA75079XX (AI/PNC) CNA74705XX (WOS)	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7011447465 CNA63359XX (AI/PNC/WOS)	11/17/2020	11/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comprehensive - All Other \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			7011447482 CNA75504XX (AI/PNC/WOS)	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7011447479	11/17/2020	11/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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: STH Transmission Water Main. Project W-19-6.  
Racine Water & Wastewater Utilities, City of Racine, Ruekert & Mielke Inc, Wisconsin Department of Transportation, their elected and appointed officials, officers, employees, or authorized representatives or volunteers 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 & Wastewater utility.

**CERTIFICATE HOLDER**

Racine Water & Wastewater Utility  
800 Center St  
Room 227  
Racine, WI 53404

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Daniel Scheider/DM586 *Dan Scheider*

© 1988-2014 ACORD CORPORATION. All rights reserved.



**CNA PARAMOUNT**  
**Policy Holder Notice - Countrywide**

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

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.

10020005170114474518990



CNA75014XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: GLOBE CONTRACTORS INC

Policy No: 7011447451

Endorsement No: 1

Effective Date: 11/17/2020

**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. 5 - FINAL**[illegible]

# WAIVER OF LIEN

December 14, 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,

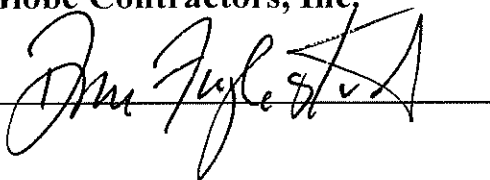
for **Racine Water and Wastewater Utility**  
by **Globe Contractors, Inc.**

owner,  
contractor,

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

STH 11 Transmission Water Main

**Globe Contractors, Inc.**

A handwritten signature in black ink, appearing to read "Dan Fugle", is written over a horizontal line.

# WAIVER OF LIEN

December 16, 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,

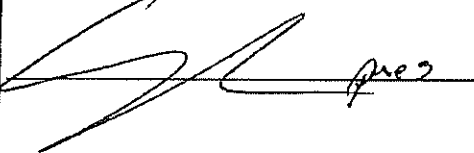
for Racine Water and Wastewater Utility  
by All-Ways Contractors

owner,  
subcontractor,

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

STH 11 Transmission Water Main

All-Ways Contractors



# WAIVER OF LIEN

December 15, 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 and Wastewater Utility**  
by **Schmitz Redi Mix**

owner,  
supplier,

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

STH 11 Transmission Water Main

**Schmitz Redi Mix**

Hulgahe V.P. Sales



# WAIVER OF LIEN

December 15, 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 and Wastewater Utility  
by Interstate Tree

owner,  
subcontractor,

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

STH 11 Transmission Water Main

Interstate Tree

Mark Kasper

# WAIVER OF LIEN

December 15, 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 and Wastewater Utility**  
by **Storm Companies**

owner,  
subcontractor,

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

STH 11 Transmission Water Main

**Storm Companies**

Bugory Atella 12/17/20

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  
to furnish MATERIAL & CARTAGE for the premises known as:  
STH 11 - TRANSMISSION WATER MAIN, RACINE COUNTY  
of which RACINE WATER UTILITY is the owner.

THE undersigned, for and in consideration of:

ONE HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED ONE DOLLARS & 88/100

(S 132,101.88 ) 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 14TH 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 STH 11 - TRANSMISSION WATER MAIN, RACINE COUNTY  
owned by RACINE WATER UTILITY

That the total amount of the contract including extras is \$132,101.88 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	\$132,101.88	\$0.00	\$132,101.88	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$132,101.88	\$0.00	\$132,101.88	\$0.00

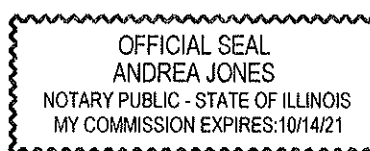
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work  
of any kind done or to be done upon or in connection with said work other than the above stated.

Signed this 14TH day of DECEMBER, 2020 Signature: \_\_\_\_\_  
JACK PEASE, PRESIDENT

Subscribed and sworn to before me this 14TH day of DECEMBER, 2020

Andrea Jones

Notary Public



**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:

STH 11, Racine 1716-19

STH 11, Racine Water Utility

Racine, WI

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

**NOW, THEREFORE** this **9<sup>th</sup>** Day of **December** 2020

For and in consideration of the sum of **\$358,795.61** 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: \_\_\_\_\_

*Kelley S. Kriens*

By: Kelley S. Kriens Title: Senior Credit Associate