

City of Neenah Board of Public Works Agenda Tuesday, January 8, 2019, 12:00 p.m. Neenah City Hall Hauser Room

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

- I. Approval of the minutes of the December 11, 2018 meeting. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
 - A. Park & Recreation
 - 1. Change Order No. for Washington Park Phase II to R&R Wash Materials in the amount of \$3,322.44.
 - 2. Final Pay Request for Washington Park Phase II to R&R Wash Materials in the amount of \$2,050.41.
 - B. Water Department
 - 1. Pay Request No. 1 for the Towerview Drive Elevated Tank Reconditioning from L.C. United Painting Co., Inc. in the amount of \$222,730.50.
- V. Any announcements/questions for the Board.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminated against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at** (920) 886-6106 or e-mail <u>attorney@ci.neenah.wi.us</u> at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Minutes of the Board of Public Works Meeting Tuesday, December 11, 2018 – 12:00 p.m. Hauser Room

<u>MEMBERS PRESENT</u>: Mayor Kaufert, City Attorney Godlewski, Director of Finance Easker, Director of Public Works Kaiser, Aldermen Bates and Hillstrom. Director of Community Development & Assessment Haese was excused.

ALSO PRESENT: Deputy Clerk Goffard and Forrest Bates.

Chairman Kaufert called the meeting to order at 12:04 p.m.

MINUTES: MSC Hillstrom/Kaiser to approve the minutes from the November 27, 2018 Board of Public Works meeting, all voting aye.

APPEARANCES: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

Public Works:

Pay Estimate No. 2 for Contract 5-18: Dir. Kaiser requested approval of Pay Estimate No. 2 for Contract 5-18 Concrete Pavement and Sidewalk Repair to Fischer Ulman Construction, 915 S. Midpark Drive, Appleton, WI 54915-3669 in the amount of \$81,035.80. Dir. Kaiser stated that the work is complete but not ready for a final payment at this time. Ald. Bates wanted to know how much was paid to date. Dir. Kaiser said \$194,385 has been paid but this could go into 2019 with weather issues. Ald. Hillstrom mentioned the water leak in front of the Boys and Girls Brigade building. Dir. Kaiser said that it is being worked on and done shortly and this repair will be on the 2019 project list. Maintaining the cold patch through the winter is tough with weather changes. MSC Kaiser/Bates to approve Pay Estimate No. 2 for Contract 5-18 for Concrete Pavement and Sidewalk Repair to Fischer Ulman Construction, 915 S. Midpark Drive, Appleton, WI 54915-3669 in the amount of \$81,035.80, all voting aye.

<u>Final Payment for Contract 7-18</u>: Dir. Kaiser requested approval of Final Payment for Contract 7-18 HMA Pavement Repair to Northeast Asphalt Inc., W6380 Design Drive, Greenville, WI 54942 in the amount of \$100,798.75. Dir. Kaiser indicated that this amount was a little higher than anticipated. The patch areas were laid out ahead of time. **MSC Kaiser/Godlewski to recommend the Common Council approve Final Payment** for Contract 7-18 HMA Pavement Repair to Northeast Asphalt Inc., W6380 Design Drive, Greenville, WI 54942 in the amount of \$100,798.75, all voting aye. Board of Public Works Minutes December 11, 2018 Page 1 of 2

MSC Godlewski/Bates to adjourn at 12:15 p.m., all voting aye.

Respectfully Submitted,

Laurie L. Joffard

Laurie L. Goffard Deputy Clerk





TO: Mayor Kaufert and members of the Board of Public Works

FROM: Michael T. Kading, Director of Parks & Recreation

DATE: January 4, 2019

RE: Washington Park Phase II: Change Order 1-Final Quantities Adjustment

Attached you will find a request for Final Payment from R & R Wash for construction services rendered at Washington Park. Included in the request is a final quantities adjustment. A summary of these adjustments has also been attached.

Summary of Final Quantities Adjustments:

Total Additions:	\$9,522.39
Total Deducts	\$6,199.95
Total Project Increase	\$3,322.44

Staff recommends acceptance of the quantities adjustments and payment of \$2,050.41.

Staff further recommends withholding \$2,000 of retainage until spring 2019 to ensure that site restorations and seeding takes hold.

Creating Community Through People, Parks & Programs

Department of Parks & Recreation PO Box 426 Neenah, WI 54957-0426 phone: 920-886-6062 fax: 920-886-6069 mkading@ci.neenah.wi.us

Change Order No:	1 - Final Quantities Adjustment		
Contract:		5	×.
Project:	Washington Park Phase IJ		
Contractor:	R & R Wash		
	1110 Dartford Road		
	Ripon, WI 54971		
Original Contract:	\$143,168.08		

Change Ordered Herewith:

9. Curb Ramp Alteration	TOTAL	<u>(\$2,300.00)</u> \$3,322.44
		(\$2,200,00)
8. 10" Storm		(\$2,068.00)
7. <u>4" PVC Pipe</u>		(\$32.00)
6. Demolition		(\$1,799.95)
5. Erosion Mat		\$595.51
4. Restroation		\$6,063.99
3. #10 4" Underdrain		\$240.00
2. #6 Asphalt Pavement		\$1,108.80
1. #5 Base aggregate		\$1,514.09

Reason for Change:

1.	Additional stone needed under play area
2.	Addition needed to connect points
3.	Additional length
4.	Additonal area restored around the play area and front sidewalk
5.	Additional matting needed due to slope and increased area
6.	Deduct city staff performed some of the demo work
7.	Deduct less needed
8.	Deduct less needed
9.	Deduct line item removed from contract

\$143,168.08

\$3,322.44

\$146,490.52

Contract Amount

Original: ____ Previous C.O.'s (+/-): ____ This C.O. (+/-): ____ Revised: ____
 Contract Time (Calendar Days)

 Original:

 Previous C.O.'s (+/-):

 This C.O. (+/-):

 Revised:

REQUEST AND CERTIFICATE FOR PAYMENT

Washington Park Phase II

PROJECT:

SUBCONTR	ACTOR:		
	ER SUMMARY Orders	ADDITIONS	DEDUCTION
	previously	ADDITIONS	DEDUCTIONS
	TOTAL	\$0.00	\$0.00
Subsequent C	hange Orders		
Number	Approved (date)		
 TOT	ALS	\$0.00	<u> </u>
тот,	ALS	\$0.00	\$0.00

Net change by Change Orders \$0.00

State of: Wisconsin unty of: Winneba

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor : R&R Wash Materials, Inc.

ENGINEER:	Ayı	res Associates	
ENGINEERS PROJECT	Γ NO:		
CONTRACTOR:	R&R V	Wash Materials, Inc.	
		d Road, Ripon, WI	
CONTRACT NO .:			0.071
REQUEST DATE:	January 2, 2019	REQUEST NO:	Final
CONTINUATION SHEET	November 20, 2018 ment, as shown below, in e r, is attached. account for this Contract i	TO: January	2 2010
ORIGINAL CONTRAC			3,168.08
Net change by Change	e Orders		\$-
CONTRACT SUM TO	DATE	\$143	,168.08
	AND STORED TO DAT	E \$146	,490.52
Stored to Date		\$2,0	000.00
TOTAL EARNED LES	S RETAINAGE	\$144	,490.52
LESS 1% BID BOND C	OST		
LESS PREVIOUS CER	RTIFICATES FOR PAYN	MENT \$142	440.11
CURRENT PAYMENT	DUE	\$2.0	50.41

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

APPROVED By Blake Theisen at 3:24 pm, Jan 02, 2019

Note: contract sum has changed due to variance in actual quantities vs. estimated quantities. Additional areas of the site were seeded and ematted. Additional stone was required to build up playground base.

ONT	EST AND CERTIFICATE FOR PAYM RACTOR'S signed Certification is at ECT NAME:Washington Park Phase	tached.	ıg	0							REQUE	ST NUMBER:	Final
EM		SCHEDU	LED		T			Work Com	pleted		ENGINEERS F		pleted and
10.	OF WORK	DUANTITY	UM	PRIC	推	Previous F	Request (E)		quest (F)	Stored M	aterials (G)		Date (E+F+G)
(A)	(B)	(C)		(D	A	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Mobilization	h	.S	\$10,77	DC .	.97	\$10,446.90	0.03	\$323.10		\$-	1	\$10,770.00
2	Erosion Control	1	.S	\$2,500	00	.97	\$2,425.00	0.03	\$75.00		\$-	1	\$2,500.00
3	Demolition (City did \$1,800.00)	1		\$8,400		.78572	\$6,600.05		\$-		S-	0.78572	\$6,600.05
4	Earthwork	1	.s	\$34,00	000	1	\$34,000.00		Ş -		Ş -	1	\$34,000.00
5	Base Aggregate Dense	155 1		\$23.00		220.83	\$5,079.09		Ş-		\$-	220.83	\$5,079.09
6	Concrete Pavement 4-inch	2483	SF	\$6.30		2659	\$16,751,70		\$-		S -	2659	\$16,751.70
7	Concrete Pavement 6-Inch Reinforced	946	SF	\$8.55		946	\$8,088.30		\$-		\$-	946	\$8,088.30
8	10° Concrete Curb	393 1		\$26.00	_	393	\$10,218.00		\$-		Ş -	393	\$10,218.00
9	Pavement Striping	1 h	.S	\$2,400	00	1	\$2,400.00		\$-		\$-	1	\$2,400.00
10	4" Underdrain	184 1	F	\$30.00	4	192	\$5,760.00		\$ -		S -	192	\$5,760.00
11	4° Clean Out	4 1	EA	\$400.0		4	\$1,600.00		<u>\$-</u>		\$-	4	\$1,600.00
12	4" PVC Storm Pipe	221	F	\$32.00	1	220	\$7,040.00		\$-		Ş -	220	\$7,040.00
13	10° Storm Pipe	287	F	\$44.00		240	\$10,560.00		\$-		S -	240	\$10,560.00
14	24° Inlet	2 1	EA	\$1,290	Ö0	2	\$2,580.00		\$-		S -	2	\$2,580.00
15	10° Endwall	1 1	EA	\$500.0		1	\$500.00		\$-		\$-	1	\$500.00
8	6" Floor Drain	1		\$500.0		1	\$500.00		\$ -		S -	1	\$500.00
17	Fitness Equipment Installation	1	.S	\$7,700	00	1	\$7,700.00		\$-		\$-	1	\$7,700.00
8	Restoration	1751	3Y	\$3.93	1	3294	\$12,945.42		\$-		S -	3294	\$12,945.42
19	Erosion Mat	115	SY	\$2.83		341.43	\$897.96		\$-		Ş -	341.43	\$897.96
20	Curb Ramp Alterations (Not Doing This)	h k	S	\$2,300	0 0		\$-		S-		\$-	0	\$ -
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	TOTAL				ii.		\$148,092.42		\$398.10		Ş -		\$146,490.5

			Contractor's Application for		Payment No. 1
		Application Date:	11/30/2018	1	November 14, 2018-November 30, 2018
City of Neenah Water Utity		From (Contractor):		Via (Engineer):	Ruekert & Mielke, Inc.
Contact: Anthony L. Mach		Confact: Kanto Luk	Kanto Lulaj, Vice President	Contact:	Tann S. Nail D.F.
Project: Towerview Drive Elevated Tank Reconditioning	Tank Reconditioning	Address: 3525 Barbara Drive Sterling Heights, M	3525 Barbara Drive Sterling Heights, Mt 48310		650 East Jackson Street, P.O. Box 150 Oconto Falls, WI 54154
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.:	8316-10000.300
Ō	Change Order Summarv	harv			
Approved Change Orders					
Number	Additions	Deductions			\$ 220,000.00
	\$2 7Rn nn	Childs Pusitive Muthber	er) Z. Net change by Change Orders	ige Orders	5 13,980.00
			3. CURRENT CONTR/	CURRENT CONTRACT PRICE (Line 1 + Line 2)	~
	\$8,780.00			D TO D∆TE	00.008/cc7 ×
6	\$2,420.00			(Column L Total on Progress Estimates)	
			5. RETAINAGE:		00.000.077
			a. 5%	X \$116,990,00 \	Work Completed \$ 5.849.50
			6. RETAINAGE REDU	9	
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line	TO DATE (Line 4 - Line 5	5a. + Line 6) \$ 222,730.50
TOTALS	\$13,980.00		a AMOUNT DUE THE	AMOUNT Due This Accuracy	5
NET CHANGE BY CHANGE ORDERS	\$1C	\$13,980,00			222,730.50
Contractor's Certification			Payment of: \$		\$222,730.50
The undersigned Contractor certifies that to the best of its knowledge:	es that to the best o	f its knowledge:	<u></u>	(Line 9 or other - a	(Line 9 of other - allach explanation of the other amount)
(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;	s received from Own lied on account to d with Work covered t	ner on account of Work do Ischarge Contractor's legiti Ny prior Applications for Pa	re Recommended by: nate /ment;	Taryn S. Nall, P.E.	E. (Engineer) (Date)
(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	equipment incorpor tion for Payment will	ated in said Work or othen pass to Owner per Article	Vise Payment of: \$ 15 of	(Line 9 or other - a	attach explanation of the other amount)
			Approved by:		
(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	ation for Payment is	in accordance with the Co	ntract	(Ovmer)	(Date)
	-				
By Kator Juloy		Date; 2-10- 2018			
	pled from EJCDC C-620 Contractor's Antication for Downson				
er Kaba Lulay	1 1	10,			

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10 National Society of Professional Engineers for EJCDC. All rights reserved.

Page 1 of 1

6316-10000 > Paymentson Contactus Appleatan Fai Paymenths 1 tim (Semmary)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

		.							in the second se		-
For (Project):	For (Project): Towerview Drive Elevated Tank Reconditioning							Application Date:	27D.	411	017040
Application								. the second sec	84G.	1 11 2	11/20/2010
Period:	November 14, 2018-November 30, 2018										
>	σ	•	•	7				Engineer's Project No.:		8316-10000.300	-
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						Work Completed	eted Previously	Work Comp	Work Completed This Period	Total Work Co	Total Work Completed In Date
IIEIII NO.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Estimated Quantity	Value of Work	Estimated Quantity	Value of Work	Estimated	Velue of Work
-	Repairs and modifications		L			peiletau		Installed	(4) Delibrari	Installed	Installed (\$)
2	Exterior peinting	- - -	L	\$ 11,800.00	\$ 11,800.00		•	1.00	S 11.800 no	L	
3	Wet Interior painting		L	♦ 64,000.00	\$ 64,000.00		• •	1.00			
4	Dry interior painting	Ş	1.00	\$ 92,000.00	\$ 92,000.00		\$	100			
		L.S.	1.00	\$ 33,000.00	\$ 33,000.00					Ľ	\$ 92,000.00
:	Serint biteday	Ā	20.00	\$ 10.00	\$ 200.00			1.02	On'Andree		\$ 33,000.00
TOTAL OF ALL	TOTAL OF ALL ESTIMATED BUCES INTERATED	L.S.	1.00	\$ 5,000.00	\$ 5,000.00			3			
MANDATODY A					\$ 206,000,00					00.1	\$ 5,000.00
		_							\$ 205,800.00		\$ 205,800.00
	Events - equipment regional	L.S.	1.8	\$ 6,000.00	\$ 6,000.00						
	Lorentes Arabilite and	LS.	1.00	\$ 8,000.00	00,000,8					1.00	\$ 6,000.00
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									* 219,800.00		\$ 219,800.00
0-1 0	Construct overflow pipe			ADDITIC	ADDITIONAL ITEMS						
CO-2	myine head roll far an blan	5		2,780.00	\$ 2,780.00		-				
	Wald optically convert providers	LS.	1.8	8,780.00	\$ 8,780.00					5	
	APPENDING PROPERTION USING STRATES	L.S.			\$ 2,420.00			001	00.08/'R	1.00 \$	8,780.00
IVIAL AUDITIONAL ITEMS	NAL ITEMS				\$ 13,980.00					4	•
TOTAL ALL ITEMS	3								\$ 8,780.00	*	8,780.00
							•		\$ 228,580.00	\$	228,580.00

Adapted from EJCDC C-820 Contractor's Application for Payment © 2010 National Socially of Professional Engineers for EJCDC. All rights reserved.

Page 1 of 1

8316-10000 > Payments101 Contractors Application For Payment No. 1.xist UP)

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FULL UNCONDITIONAL WAIVER

My/our contract with L.C. United Painting To provide Paint and Paint Related Materials 2327295, 2327561, 2328240, 2327538 for improvement of the property described as:

WATER TOWER

2490 TOWERVIEW DRIVE

NEENAH, WI 54957

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

	TNEMEC COMPANY, INC.	
BY: 🚄	Finda Koe	
	(Signature of Lien Claimant)	
ADDRESS: _	6800 CORPORATE DRIVE	
· · · · ·	KANSAS CITY, MO 64120	
TELEPHONE: _	816-326-4208	

SIGNED ON: <u>a 3</u> (Date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

CONSENT TO FINAL PAYMENT BY WESTFIELD INSURANCE COMPANY

WESTFIELD INSURANCE COMPANY BOND NO. 8412628

TO OBLIGEE: City of Neenah Water Utility

OBLIGEE'S PROJECT NO .:

211 Walnut Street

Neenah, WI 54957 -

DATE OF CONTRACT: January 25, 2018

PROJECT:

(Insert name, address and description of Project)

Towerview Drive Elevated Tank Reconditioning

According to the provisions of the Contract between the Obligee and the Contractor as indicated above, Westfield Insurance Company, P. O. Box 5001, One Park Circle, Westfield Center, Ohio 44251-5001, as Surety on bond of contractor,

(Insert name and address of Contractor)

L.C. United Painting Co., Inc. 3525 Barbara Drive

Sterling Heights, MI 48310

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Westfield Insurance Company of any of its obligations to the Obligee, (Insert name and address of Obligee)

City of Neenah Water Utility

211 Walnut Street

Neenah, WI 54957

as stated in said Surety's bond.

Dated: November 2, 2018

Westfield Insurance Company By: \mathbf{n} Jane M. Haller, Attorney-in-fact

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L.C. United Painting Co., Inc. 3525 Barbara Drive

Sterling Heights, MI 48310

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Westfield Insurance Company of any of its obligations to the Obligee, (Insert name and address of Obligee)

City of Neenah Water Utility

211 Walnut Street

Neenah, WI 54957

as stated in said Surety's bond,

Dated: November 2, 2018

Westfield Insurance Company		
BV Dans coo	610	הי
Jane M. Haller, Attorney-in-fact		- <u>K</u>

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WESTFIELD INSURANCE COMPANY BOND NO. 8412628

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L.C. United Painting Co., Inc.

3525 Barbara Drive

Sterling Heights, MI 48310

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City of Neenah Water Utility

211 Walnut Street

Neenah, WI 54957

as stated in said Surety's bond.

Dated: November 2, 2018

Westfield Insurance Company By: Jane M. Haller, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/24/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2142412 07 Westfield Insurance Co. Westfield National Insurance Co. **Ohio Farmers Insurance Co.**

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinalter referred to Individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DONN JOHNSON, LORI A. POWELL, CASEY D. LOPEZ, THOMAS C. MOGLIA, ROBERT F. MOGLIA, JR., EDMUND M. GEORGE, JANE M. HALLER, NATALIE A. HEIN, ASHLEY LAPARL, JENNIFER HUDSON, JOINTLY OR SEVERALLY

of **BLOOMFIELD HILLS** and State of MI its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-----

THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE LIMITATION: GUARANTEE, OR BANK DEPOSITORY BONDS.

GUARANTEE, OR BANK DEPOSITORY BONDS. and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY: "Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-III-Paul to represent and out of and on behalf of the Company subject to the following provisions: The Attorney-In-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's ilability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

Held on February 8, 2000). In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of SEPTEMBER A.D., 2018.



County of Medina

SS.:

\$5.:

Dennis P. Baus, National Surety Leader and Senior Executive

On this 24th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duty sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were no affixed by order of the Boards of Directors of said Companies; and that he same therein by like order. they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Onio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of November A.P. 2018



A Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

Maintenance Bond Warranty Term in years

Westfield Insurance Co.

Westfield Group SM One Park Circle, P O Box 5001 Westfield Center, OH 44251-5001

Bond Number 8412628

MAINTENANCE BOND

 KNOW ALL BY THESE PRESENTS, That we, L.C. United Painting Co., Inc.

 3525 Barbara Dr., Sterling Heights, MI 48310

 as Principal, and WESTFIELD INSURANCE COMPANY, a corporation organized under the laws of the State of

 Ohio and duly authorized to do business in the State of, Ohio

 as Surety, are held and firmly bound

 unto
 City of Neenah Water Utility, 211 Walnut Street, Neenah, WI 54957

as Obligee, in the penal sum of Two Hundred Thirty-one Thousand Five Hundred Sixty and 00/100------

(S<u>231,560.00</u>), to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Obligee, dated the <u>25th</u> day of <u>January</u>, <u>2018</u>, a copy of which is hereto attached and made a part hereof, for Towerview Drive Elevated Tank Reconditioning

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of <u>one(1)</u> year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 2nd day of November , 2018 ,

(Witness)

(Witness)

PRINCIPAL L.C. United Painting Co., Inc.

WESTFIELD INSURANCE COMPANY

(Seal)

BD 5951 (01-2004)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/24/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 2142412 07 Westfield Insurance Co. Westfield National Insurance Co. **Ohio Farmers Insurance Co.** Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to Individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DONN JOHNSON, LORI A. POWELL, CASEY D. LOPEZ, THOMAS C. MOGLIA, ROBERT F. MOGLIA, JR., EDMUND M. GEORGE, JANE M. HALLER, NATALIE A. HEIN, ASHLEY LAPARL, JENNIFER HUDSON, JOINTLY OR SEVERALLY

of **BLOOMFIELD HILLS** and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

GUARANTEE, OR BANK DEPOSITORY BONDS. and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the tollowing resolution adopted by the Board of Directors, of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY; "Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for *The Attorney-in-Fact*, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of Indemnity and other conditional or obligatory undertakings and any and all

ine Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereatter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on Expression)

held on February 8, 2000). In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of SEPTEMBER A.D., 2018.



County of Medina

SS.:

On this 24th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were seals of the Bearth of Directory of and Companies and the bearth of Directory of and Companies and the ball instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Obio County of Medina

SS.:



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

Senior Executive

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of November 2018 *....*



Corrino Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

Maintenance Bond Warranty Term in years

Westfield Insurance Co.

Westfield Group SM One Park Circle, P O Box 5001 Westfield Center, OH 44251-5001

Bond Number 8412628

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, J.C. United Painting Co., Inc.

3525 Barbara Dr., Sterling Heights, MI 48310

as Principal, and WESTFIELD INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio and duly authorized to do business in the State of, <u>Ohio</u> as Surety, are held and firmly bound unto <u>City of Neenah Water Utility, 211 Walnut Street, Neenah, WI 54957</u>

as Obligee, in the penal sum of Two Hundred Thirty-one Thousand Five Hundred Sixty and 00/100------

(\$231,560.00), to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Obligee, dated the <u>25th</u> day of <u>January</u>, <u>2018</u>, a copy of which is hereto attached and made a part hereof, for Towerview Drive Elevated Tank Reconditioning

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of <u>one (1)</u> year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 2nd day of November , 2018

(Witness)

(Witness)

PRINCIPAL L.C. United Painting Co. Inc Bv: (Seal)

WESTFIELD INSURANCE COMPANY

Attorney-in-Fact

8D 5951 (01-2004)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRICE TO 08/24/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 2142412 07 Westfield Insurance Co. Westfield National Insurance Co. **Ohio Farmers Insurance Co.**

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DONN JOHNSON, LORI A. POWELL, CASEY D. LOPEZ, THOMAS C. MOGLIA, ROBERT F. MOGLIA, JR., EDMUND M. GEORGE, JANE M. HALLER, NATALIE A. HEIN, ASHLEY LAPARL, JENNIFER HUDSON, JOINTLY OR SEVERALLY

of BLOOMFIELD HILLS and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - -

IMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

GUARANTEE, OR BANK DEPOSITORY BONDS. and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors, of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY: "Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following resultions:

be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of SEPTEMBER A.D., 2018 .



County of Medina \$5.:

SS.:

Dennis P. Baus, National Surety Leader and Senior Executive

On this 24th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of November A.D. 2018



Carrino Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

Maintenance Bond Warranty Term in years

Westfield Insurance Co.

Westfield Group SM One Park Circle, P O Box 5001 Westfield Center, OH 44251-5001

Bond Number 8412628

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, L.C. United Painting Co., Inc.

3525 Barbara Dr., Sterling Heights, MI 48310

as Principal, and WESTFIELD INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio and duly authorized to do business in the State of, <u>Ohio</u> as Surety, are held and firmly bound unto <u>City of Neenah Water Utility, 211 Walnut Street, Neenah, WI 54957</u>

as Obligee, in the penal sum of Two Hundred Thirty-one Thousand Five Hundred Sixty and 00/100-----

(\$ 231,560.00), to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Obligee, dated the <u>25th</u> day of <u>January</u>, <u>2018</u>, a copy of which is hereto attached and made a part hereof, for Towerview Drive Elevated Tank Reconditioning

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of <u>one (1)</u> year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 2nd day of November , 2018

(Witness

(Witness)

PRINCIPAL L.C. United Painting Co., Inc. (Seal)

WESTFIELD INSURANCE COMPANY

Jane M Haller Attorney-in-Fact

BD 5951 (01-2004)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/24/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

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POWER NO. 2142412 07 Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint presents make, constitute and appoint DONN JOHNSON, LORI A. POWELL, CASEY D. LOPEZ, THOMAS C. MOGLIA, ROBERT F. MCGLIA, JR., EDMUND M. GEORGE, JANE M. HALLER, NATALIE A. HEIN, ASHLEY LAPARL, JENNIFER HUDSON, JOINTLY OR SEVERALLY

of BLOOMFIELD HILLS and State of Mi its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of surelyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS. IMITATION-

GUARANTEE, OR BANK DEPOSITORY BONDS. and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors, of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY: "Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions: The Attorney-In-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Sectary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

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County of Medina

SS.:

9s.:

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Dennis P. Baus, National Surety Leader and Senior Executive

On this 24th day of SEPTEMBER A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are In full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of November A.D., 2018



aning Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)