

July 16, 2018

RE: First English Church Bank Erosion Repair Cannon Falls, Minnestoa

**SEH No. CANNO 123363** 

City of Cannon Falls 918 River Road Cannon Falls, MN 55009

Dear Lanell Endres, Interim City Administrator:

Please find enclosed Application for Payment No. 2 (Final) for the above-referenced project, together with the following documentation:

- Consent of the surety to final payment
- Lien waivers
- Withholding Affidavit for Contractors and Subcontractors (IC 134 form)

We have reviewed the Application for Payment, and recommend payment to Schumacher Excavating in the amount of \$1,694.50. This represents 100% completion of the work.

The 1-year warranty period will commence with the final payment for this project. To ensure that any needed corrections are addressed during this warranty period, a final inspection of the project will be made prior to warranty expiration and the findings reported to the City.

Please don't hesitate to contact me with any questions or comments. Thank you.

Sincerely,

Greg Anderson, PE City Engineer

ah

Enclosure

c: Schumacher Excavating

S:\AE\C\Canno\123363\7-const-srvices\73-contr-app-pay\First English Church\AFP 2 Final to Owner.docx



Contractor

## **Application for Payment**

(Unit Price Contract)

No. 2

Eng. Project No.: CANNO 123363 Location: Cannon Falls, Minnestoa

**Contract Date** 

Schumacher Excavating September 6, 2017 50 Warren Ave.

Zumbrota, MN 55992 Contract Amount \$ 42,575.00

Contract for First English Church Bank Erosion Repair

For Period Ending **Application Date** 6/14/18 6/12/18

Application Date 6/14/18			For Period Ending 6/12/18				
Item No.	ltem	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price	
1	MOBILIZATION	LS	1	1	\$5,000.00	\$5,000.00	
2	CLEAR AND GRUB	ACRE	0.3	0.3	5,000.00	\$1,500.00	
3	COMMON BORROW (CV)	CY	200	200	30.00	\$6,000.00	
4	TOPSOIL BORROW (4") (CV)	CY	30	30	35.00 _	\$1,050.00	
5	4" INSULATION	SY	8	8	25.00	\$200.00	
6	EROSION CONTROL BLANKETS CATEGORY 6N	SY	1450	460	2.00 _	\$920.00	
7	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LF	75	***************************************	25.00 _	\$0.00	
8	SILT FENCE, TYPE MACHINE SLICED	LF	170		5.00 _	\$0.00	
9	TURF RESTORATION	LS	1	1	2,500.00	\$2,500.00	
10	4" PVC SDR 35 PIPE STORM SEWER	LF	10	15	20.00 _	\$300.00	
11	18" HDPE PIPE, (IPS) DR 21 STORM SEWER	LF	50	38	40.00 _	\$1,520.00	
12	DRAINAGE OUTLET STRUCTURE W/ SKIMMER AND GRATE	EACH	1	1	5,000.00 _	\$5,000.00	
13	CONST. DRAIN. STRUCTURE, DES. 27" CB	LF	8	8	400.00 _	\$3,200.00	
14	CASTING ASSEMBLY - R4353 (BEEHIVE GRATE)	EACH	1	1	700.00 _	\$700.00	
15	RANDOM RIP RAP CLASS III	CY	160	100	60.00	\$6,000.00	
Total Contr	ract Amount				_	\$33,890.00	

## **Application for Payment (continued)**

Total Contract Amount \$ 42,575.00	Total Amount Earned	\$ 33,890.00
	Material Suitably Stored on Site, Not	
	Incorporated into Work	
Contract Change Order No	Percent Complete	
Contract Change Order No	Percent Complete	
Contract Change Order No	Percent Complete	***************************************
Less Previous Applications:	GROSS AMOUNT DUE	\$ 33,890.00
AFP No. 1: 32,195.50 AFP No. 6:	LESS% RETAINAGE	\$
AFP No. 2: AFP No. 7:	AMOUNT DUE TO DATE	\$ 33,890.00
AFP No. 3: AFP No. 8:	LESS PREVIOUS APPLICATIONS	\$ 32,195.50
AFP No. 4: AFP No. 9:	AMOUNT DUE THIS APPLICATION	\$ <u>1,694.50</u>
AFP No. 5:		
CONTRACTOR'S AFFIDAVIT		
The undersigned Contractor hereby swears under penalty	of periury that (1) all previous progress pa	vments received from
the Owner on account of work performed under the Conti		
discharge in full all obligations of the undersigned incurre	d in connection with work covered by prior A	Applications for
Payment under said contract, First English Church Bank	· · · · · · · · · · · · · · · · · · ·	
and equipment incorporated in said Project or otherwise I		syment and free and
clear of all liens, claims, security interests and encumbrar	nces.	
Date <u>June</u> 20, 2018	Schumacher Exca	vating
	(Contractor)	
Construct Constitution	and All Par	ert Manager
COUNTY OF <u>(son a hue</u> ) STATE OF <u>Minnesota</u> ) SS	By Aroj (Name and Tit	10) Manager
STATE OF THINKIES OF ACTION 155	(Name and Th	ie)
Before me on this <u>20</u> day of <u>June</u>	, 20 <u>\8</u> , personally appea	red
		***
Scott Schumacher say that he is the Project Manager (	known to be, who being duly sy	
above Application for Payment and Affidavit on behalf of		
		maraba va sii
My Commission expires NICOLE ANDERSON	Much Will	
NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 202	(Notary Publi	c)
My Commission Expires Jan. 31, 202  The undersigned has checked the Contractor's Application	æ <b>ð)</b> on for Payment shown aboye. A part of this a	Application is the
Contractor's Affidavit stating that all previous payments to	him under this contract have been applied	by him to discharge
in full all of his obligations in connecting with the work by		, ,
In accordance with the Contract, the undersigned recommendation	nends approval of payment to the Contracto	or for the Amount due.
	Short Elliott Hendrid	kson Inc.
$\sim -0$		
Tag A Culm	By Greg Anderso	n, PE
00	DateJuly 16, 2018	}
	City of Cannon	Falls
	Ву	
		***************************************
	Date	



## **Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

### **Confirmation Summary**

Confirmation Number: 0-141-215-424

Submitted Date and Time: 20-Jun-2018 11:31:53 AM

Legal Name: SCHUMACHER EXCAVATING INC

Federal Employer ID: 41-1737488
User Who Submitted: nanderson

Type of Request Submitted: Contractor Affidavit

#### Affidavit Summary

Affidavit Number: 714498048 Minnesota ID: 1994514

Project Owner: CITY OF CANNON FALLS

Project Number: 123363
Project Begin Date: 08-Nov-2017
Project End Date: 20-Nov-2017

Project Location: CANNON FALLS, MN

Project Amount: \$42,575.00 Subcontractors: No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### **Contact Us**

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/2018

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 If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to the or	the terms and conditions of	the policy, certain ¡ ch endorsement(s)	policies may	NAL INSURED pro require an endors	ovisions or be sement. A st	e endorsed. atement on
PRODUCER		CONTACT Brittany	Swinton			
Robertson Ryan - La Crosse		PHONE (A/C, No, Ext): (414) 2		8 FA	AX VC, No): (414) 2	73-8521
PO Box 547 La Crosse, WI 54602		E-MAIL ADDRESS: bswintor	n@robertsc	nryan.com		
	-			RDING COVERAGE		NAIC#
		INSURER A: WEST BEND MUTUAL INSURANCE COMPAN				15350
INSURED	**************************************	INSURER B:				
Schumacher Excavating, Inc	A	INSURER C:				
50 Warren Avenue		INSURER D:				
Zumbrota, MN 55992		INSURER E :				
		INSURER F:				
COVERAGES CERTIFIC	ATE NUMBER:			REVISION NUME	BER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH POLIC	INSURANCE LISTED BELOW PREMENT, TERM OR CONDITION TAIN, THE INSURANCE AFFORD TES. LIMITS SHOWN MAY HAVE	N OF ANY CONTRAC DED BY THE POLICE BEEN REDUCED BY	TO THE INSUF CT OR OTHER IES DESCRIB PAID CLAIMS.	RED NAMED ABOVE	FOR THE POL RESPECT TO BJECT TO ALL T	WHICH THIS
INSR TYPE OF INSURANCE ADDLE	WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)		LIMITS	1,000,000
A X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$	100,000
CLAIMS-MADE OCCUR	A398107	02/01/2018	02/01/2019	DAMAGE TO RENTED PREMISES (Ea occurre	ence) \$	
				MED EXP (Any one per	rson) \$	5,000
				PERSONAL & ADV INJ	JURY \$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	in the second se			GENERAL AGGREGAT	TE \$	2,000,000
POLICY X JECT LOC				PRODUCTS - COMP/C	OP AGG \$	2,000,000
OTHER:				EPLI COMBINED SINGLE LI	\$	100,000
A AUTOMOBILE LIABILITY				(Ea accident)	\$	1,000,000
X ANY AUTO	A398107	02/01/2018	02/01/2019	BODILY INJURY (Per p	person) \$	
OWNED AUTOS ONLY SCHEDULED AUTOS				BODILY INJURY (Per a		***************************************
X HIRED ONLY X NON-OWNED	***************************************	400		PROPERTY DAMAGE (Per accident)	\$	
					\$	
A X UMBRELLA LIAB X OCCUR				EACH OCCURRENCE	\$	5,000,000
EXCESS LIAB CLAIMS-MADE	A398107	02/01/2018	02/01/2019	AGGREGATE	\$	5,000,000
DED RETENTION \$				1.55	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				PER STATUTE	OTH- ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)	TAXABAN AND AND AND AND AND AND AND AND AND A			E.L. EACH ACCIDENT	\$	
		Particular de la constante de		E.L. DISEASE - EA EM	IPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLIC	Y LIMIT \$	
A Leased/Rented Equipm	A398107	02/01/2018	02/01/2019	Limit		500,000
		A SALAN A SALA				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (A	CORD 101, Additional Remarks Schedu	le, may be attached if mo	re space is requii	red)		
CERTIFICATE HOLDER		CANCELLATION				
City of Cannon Falls 918 River Road Cannon Falls, MN 55009	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					
		Ryan Sokons	-			

# CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

01(0			
City of Cannon Falls			
918 River Road			
Cannon Falls, MN 55009			
INSURED:			
Schumacher Excavating, Inc. Fax: 507	7-732-7987		
50 Warren Ave			
Zumbrota, MN 55992			
EFFECTIVE DATE:			
The named insured has been self-insured since 4/1/199	95		
COMPANY PROVIDING COVERAGE:	MEMBER PLAN NUMBER:		
EEP Workers' Compensation Fund			
As a member, the named insured is authorized by the	74 - 11		
State of Minnesota to self-insure its workers'			
compensation liabilities	DI AN EEDECTIVE TO.		
PLAN EFFECTIVE FROM: 1/1/2018	PLAN EFFECTIVE TO: 1/1/2019		
COVERAGE TYPE:	LIMITS:		
Workers' Compensation	Statutory		
vvoikers compensation	Statutory		
Employers' Liability:			
Each Accident	\$ 2,000,000		
Policy Limit	\$ 2,000,000		
Each Employee for Disease	\$ 2,000,000		
PLAN ADMINISTRATOR:	NOTICE:		
	If this authority is revoked or the named self-insured		
Berkley Risk Administrators Company, LLC	entity withdraws from the plan, the EEP Workers'		
222 South Ninth Street	Compensation Fund will endeavor to provide 30 days		
Minneapolis, MN 55402-3332	written notice of such revocation or withdrawal.		
612-766-3000	However, failure to do so shall impose no obligation or		
	liability of any kind upon the EEP Workers'  Compensation Fund.		
ADMINISTRATOR REPRESENTATIVE:	PHONE NUMBER:		
	·		
Cheryle Nibbe	612-766-3312		
SIGNATURE:	TITLE:		
Chengle Nibbe	Account Executive		
	DATE:		
	6/20/18		
	0/20/10		





## Consent of Surety to Final Payment

(Seal)

Bond No. 106787362

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER 🗆
Limestone Road Street Improvements	SEH NO. Canno 123363	ARCHITECT □
Cannon Falls, MN	CONTRACT FOR: Limestone Road Street Improvements	
arlon Fan Hry In'i nyadangi I lasi Morawazii E. Dela	STORY HIS FOR AN AND AN AND STORY OF THE STO	CONTRACTOR □
TO OWNER: (Name and address)	CONTRACT DATED; September 5, 2017	SURETY
City of Cannon Falls		manor ( perale)
918 River Rd. Cannon Falls, MN 55009		OTHER L
	between the Owner and the Contractor as indicated	d above, the
(Insert name and address of Surety.)	Commence of Association	
Travelers Casualty and Surety One Tower Square, 2SHS	Company of America	Annexe in the Si
Hartford, CT 06183		
		, SURETY,
on bond of		
(Insert name and address of Contractor.) Schumacher Excavating, Inc.		
50 Warren Ave.		a the Profit had
Zumbrota, MN 55992		
	marrian arguments to profit sale. In contributed	
		, CONTRACTOR,
	ractor, and agrees that final payment to the Contrac	tor shall not relieve
the Surety of any of its obligations to (Inggit name and address of Owner.)		
918 River Rd.	san a superior de la come de la companie de la comp	
Cannon Falls, MN 55009		
		, OWNER,
as set forth in said Surety's bond.	ir yd bailegus y leaigyt silautaanatal fill Ladf tas	
IN WITNESS WHEREOF, the Surety has hereun	June 18, 2018 to set its hand on this date:	
(Insert in writing the month followed by the nume		
	Travelers Casualty and Surety C	
	TMPHIT	e a Bunchyaya
	(Surety)	
	Latin In Por	)av
. 0	(Signature of authorized representati	ve)
M. m matt	Patricia M. Rowan, Attorn	
Attest:		

changes will not be obscured.

AlA Document G707™ – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AlA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlA® Document, or a

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that

(Printed name and title)



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 PATRICIA M ROWAN of Mendota Heights

Minnesota , 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.

Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

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

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

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

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

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, 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 18th

day of June

2018







Kevin E. Hughes, Assistant Secretary