



Building a Better World
for All of Us®

July 16, 2018

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

A handwritten signature in black ink, appearing to read "Greg Anderson".

Greg Anderson, PE
City Engineer

ah

Enclosure

c: Schumacher Excavating

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Application for Payment
(Unit Price Contract)
No. 2

Eng. Project No.: CANNO 123363

Location: Cannon Falls, Minnesota

Contractor <u>Schumacher Excavating</u>	Contract Date <u>September 6, 2017</u>
<u>50 Warren Ave.</u>	
<u>Zumbrota, MN 55992</u>	Contract Amount <u>\$ 42,575.00</u>

Contract for First English Church Bank Erosion Repair

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

Application for Payment (continued)

Total Contract Amount	\$ <u>42,575.00</u>	Total Amount Earned	\$ <u>33,890.00</u>
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		Percent Complete	_____
AFP No. 1: <u>32,195.50</u>	AFP No. 6: _____	GROSS AMOUNT DUE	\$ <u>33,890.00</u>
AFP No. 2: _____	AFP No. 7: _____	LESS _____ % RETAINAGE	\$ _____
AFP No. 3: _____	AFP No. 8: _____	AMOUNT DUE TO DATE	\$ <u>33,890.00</u>
AFP No. 4: _____	AFP No. 9: _____	LESS PREVIOUS APPLICATIONS	\$ <u>32,195.50</u>
AFP No. 5: _____		AMOUNT DUE THIS APPLICATION	\$ <u>1,694.50</u>

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, First English Church Bank Erosion Repair, Cannon Falls, Minnesota, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date June 20, 2018

Schumacher Excavating
(Contractor)

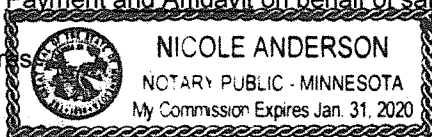
COUNTY OF Goodhue)
STATE OF Minnesota) SS

By [Signature] Project Manager
(Name and Title)

Before me on this 20 day of June, 2018, personally appeared

Scott Schumacher known to be, who being duly sworn did depose and say that he is the Project Manager (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein

My Commission expires 1/31/2020



[Signature]
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this 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 all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Short Elliott Hendrickson Inc.

[Signature]

By Greg Anderson, PE

Date July 16, 2018

City of Cannon Falls

By _____

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.

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

ISSUED TO:

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

INSURED:

Schumacher Excavating, Inc. Fax: 507-732-7987
 50 Warren Ave
 Zumbrota, MN 55992

EFFECTIVE DATE:

The named insured has been self-insured since 4/1/1995

COMPANY PROVIDING COVERAGE:

EEP Workers' Compensation Fund
 As a member, the named insured is authorized by the State of Minnesota to self-insure its workers' compensation liabilities

MEMBER PLAN NUMBER:

74 - 11

PLAN EFFECTIVE FROM:

1/1/2018

PLAN EFFECTIVE TO:

1/1/2019

COVERAGE TYPE:

Workers' Compensation

LIMITS:

Statutory

Employers' Liability:

Each Accident

\$ 2,000,000

Policy Limit

\$ 2,000,000

Each Employee for Disease

\$ 2,000,000

PLAN ADMINISTRATOR:

Berkley Risk Administrators Company, LLC
 222 South Ninth Street
 Minneapolis, MN 55402-3332
 612-766-3000

NOTICE:

If this authority is revoked or the named self-insured entity withdraws from the plan, the *EEP Workers' Compensation Fund* will endeavor to provide 30 days written notice of such revocation or withdrawal. However, failure to do so shall impose no obligation or liability of any kind upon the *EEP Workers' Compensation Fund*.

ADMINISTRATOR REPRESENTATIVE:

Cheryle Nibbe

PHONE NUMBER:

612-766-3312

SIGNATURE:

Cheryle Nibbe

TITLE:

Account Executive

DATE:

6/20/18

THIS INFORMATION IS BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY.



AIA®

Document G707™ – 1994

Consent of Surety to Final Payment

Bond No. 106787362

PROJECT: *(Name and address)*

Limestone Road Street Improvements
Cannon Falls, MN

ARCHITECT'S PROJECT NUMBER:

SEH NO. Canno 123363

CONTRACT FOR:

Limestone Road Street Improvements

OWNER

ARCHITECT

CONTRACTOR

TO OWNER: *(Name and address)*

City of Cannon Falls
918 River Rd.
Cannon Falls, MN 55009

CONTRACT DATED:

September 5, 2017

SURETY

OTHER

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety.)

Travelers Casualty and Surety Company of America
One Tower Square, 2SHS
Hartford, CT 06183

, SURETY,

on bond of

(Insert name and address of Contractor.)

Schumacher Excavating, Inc.
50 Warren Ave.
Zumbrota, MN 55992

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner.)

City of Cannon Falls
918 River Rd.
Cannon Falls, MN 55009

, OWNER,

as set forth in said Surety's bond.

June 18, 2018

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America

(Surety)

(Signature of authorized representative)

Patricia M. Rowan, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**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.

By:
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 or 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 18th day of June, 2018



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.**