### 2.4.2025

## **Proposal to: City of Whitewater Wisconsin**

RE: 216 East main Street Whitewater

# Building abatement and demolition

- 1. Contract with abatement contractor
- 2. Abatement commences
- 3. Mobilize equipment
- 4. Demolish building and dispose of legally
- 5. Provide safety watch persons during demolition activities
- 6. Provide water dust suppression
- 7. Full foundation removal
- 8. Backfill foundation with fill
- 9. Spread topsoil seed and apply mulch

Labor, equipment, disposal, subcontractor costs

Cost for work to be performed \$49,850.00

# Timeframe for work to be completed

Abatement 2 weeks Demolition 2 weeks

Payment terms: After project completed net 30 days from bill submitted

## **Bid Bond**

CONTRACTOR:

(Name, legal status and address)
RLP DIVERSIFIED INC.
207 Front Street
Burlington, WI 53105

#### OWNER:

(Name, legal status and address)
City of Whitewater
312 W Whitewater St
Whitewater, WI 53190



Bid Bond No. GR32950

#### SURETY:

(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

#### PROJECT:

(Name, location or address, and Project number, if any)

Demolition of 216 East Main Street

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this	3rd	day of	February		2025	***************************************	
Wendski	ut		RLP DIV (Principal	ERSIFIED I	NC.		(Seal)
(Witness)			(Title) Granite (Surety)	resides	Am	ith	(Seal)
(Witness) Karla Heffron		1070 201	(Title) Co		h, Attorney-in		This AIA®

AIA Document A310<sup>IM</sup>— 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNINGS This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

# GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA )

SS:

) :

Kenneth D. Whittington, President

Kyle P McDonald Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires: April 21, 2027

Commission #: 11003620



Bethery & alred

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

3rd day of Februal , 2025.

(SEAL)

Kyle P. McDonald, Assistant Secretary

GR0800-1



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2024

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 DEPORTS OF THE PROPRIES AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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). CONTACT
NAME:
PHONE
(A/C, No, Ext): 708-845-3000
E-MAIL
ADDRESS: certificates@thehortongroup.com PRODUCER FAX (A/C, No): The Horton Group 10320 Orland Parkway Orland Park IL 60467 INSURER(S) AFFORDING COVERAGE 23434 INSURER A: Middlesex Insurance Co. RI PDIVE-01 INSURER B: INSURED RLP Diversified Inc. INSURER C: 207 Front St INSURER D Burlington WI 53105 INSURER E : INSURER F: **REVISION NUMBER: CERTIFICATE NUMBER: 2068115929 COVERAGES** 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. POLICY EFF POLICY EXP (MM/DD/YYYY) ADDL SUBR LIMITS INSR LTR POLICY NUMBER TYPE OF INSURANCE INSD WVD 10/29/2024 10/29/2025 EACH OCCURRENCE \$1,000,000 A0200561004 COMMERCIAL GENERAL LIABILITY Х Α DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 X OCCUR CLAIMS-MADE \$10,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 \$3,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$2,000,000 POLICY OTHER: COMBINED SINGLE LIMIT \$1,000,000 10/29/2024 10/29/2025 A0200561001 (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO X SCHEDULED AUTOS NON-OWNED **BODILY INJURY (Per accident)** \$ OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS ONLY AUTOS ONLY 10/29/2025 \$5,000,000 10/29/2024 EACH OCCURRENCE UMBRELLA LIAB X A0200561006 X OCCUR \$5,000,000 AGGREGATE **EXCESS LIAB** CLAIMS-MADE X RETENTION \$ 0 DED 10/29/2025 10/29/2024 STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY A0200561005 \$1,000,000 E.L. EACH ACCIDENT ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NIA E.L. DISEASE - EA EMPLOYEE \$1,000,000 (Mandatory in NH) E.L. DISEASE - POLICY LIMIT \$1,000,000 f yes, describe under DESCRIPTION OF OPERATIONS below 250,000 10/29/2025 A0200561003 10/29/2024 Leased/Rented Equipment DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional insured on a primary and non-contributory basis with respect to general liability and auto liability only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. For Information Only **AUTHORIZED REPRESENTATIVE**