

To(OWNER): City of Racine
730 Washington Avenue
Racine, WI 53403

Project: Mt Pleasant Dry Retention Basi

Application No: 4
Invoice No: 24-022-7
Invoice Date: 1/1/2026
Terms: Net 30
Due Date: 1/31/2026
Period To: 1/1/2026
Project No:
Contract Date:

From: Willkomm Excavating & Grading, Inc.
17108 County Line Road
Union Grove, WI 53182
(262) 878-0877

Via(Architect/
Engineer)

For:

| | |
|----------------------------------|------------|
| Original Contract sum..... | 593,506.46 |
| Change Orders..... | 8,072.50 |
| Contract sum..... | 601,578.96 |
| Completed to date..... | 601,578.96 |
| Retainage..... | 0.00 |
| Total earned less retainage..... | 601,578.96 |
| Previous billings..... | 590,000.00 |
| Current payment due..... | 11,578.96 |
| Sales tax..... | 0.00 |
| Total due..... | 11,578.96 |

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Via(Architect/
 Engineer)

For:

| No. | Description | Total Quantity | Unit | Total Cost | Total Cost | Completed Units | Current Value | Prior Value | Due This Request |
|------------|--------------------------------|-------------------|------|---------------|-------------------|--------------------|-------------------|-------------------|---------------------|
| 010.012901 | Mobilization, Insurance, Bond | 1 | LS | 10,400.91 | 10,400.91 | 1 | 10,400.91 | 10,400.91 | 0.00 |
| 020.012901 | Traffic Control | 1 | LS | 1,059.25 | 1,059.25 | 1 | 1,059.25 | 1,059.25 | 0.00 |
| 030.012901 | Construction Staking | 1 | LS | 4,554.79 | 4,554.79 | 1 | 4,554.79 | 4,554.79 | 0.00 |
| 040.012901 | Dewatering | 1 | LS | 21,555.77 | 21,555.77 | 1 | 21,555.77 | 21,555.77 | 0.00 |
| 050.201011 | Clearing | 2.9 | Ac | 2,780.541 | 8,063.57 | 2.9 | 8,063.57 | 8,063.57 | 0.00 |
| 060.201021 | Grubbing | 2.9 | Ac | 3,281.034 | 9,515.00 | 2.9 | 9,515.00 | 9,515.00 | 0.00 |
| 070.20501 | Excavation Common | 1 | LS | 350,439.79 | 350,439.79 | 1 | 350,439.79 | 338,712.63 | 11,727.16 |
| 080.012901 | 3-Inch Clear Stone (W/Geo Fabr | 1,140 | LF | 32.48 | 37,027.20 | 1,140 | 37,027.20 | 37,027.20 | 0.00 |
| 090.522102 | Apron Endwall for RCP 27" | 2 | EA | 2,371.67 | 4,743.34 | 2 | 4,743.34 | 4,743.34 | 0.00 |
| 100.522104 | Remove/Rest Exist 42" Apron En | 1 | EA | 8,641.38 | 8,641.38 | 1 | 8,641.38 | 8,641.38 | 0.00 |
| 110.608032 | Storm Sewer RCP CL-III 27" | 55 | LF | 134.53 | 7,399.15 | 55 | 7,399.15 | 7,399.15 | 0.00 |
| 120.608034 | Storm Sewer RCP CL-III 42" | 14 | LF | 477.72 | 6,688.08 | 14 | 6,688.08 | 6,688.08 | 0.00 |
| 130.616070 | Fence Safety | 1,610 | LF | 3.71 | 5,973.10 | 1,610 | 5,973.10 | 5,973.10 | 0.00 |
| 140.012901 | Salvaged Fence Security | 100 | LF | 21.19 | 2,119.00 | 100 | 2,119.00 | 2,119.00 | 0.00 |
| 150.62505 | Salvaged Topsoil | 16,500 | SY | 1.17 | 19,305.00 | 16,500 | 19,305.00 | 19,305.00 | 0.00 |
| 160.628150 | Silt Fence | 1,900 | LF | 2.25 | 4,275.00 | 1,900 | 4,275.00 | 4,275.00 | 0.00 |
| 170.628200 | Erosion Mat Class 1 Urban Type | 8,100 | SY | 2.12 | 17,172.00 | 8,100 | 17,172.00 | 17,172.00 | 0.00 |
| 180.628203 | Erosion Mat Class 2 Type C | 8,600 | SY | 3.71 | 31,906.00 | 8,600 | 31,906.00 | 31,906.00 | 0.00 |
| 190.628203 | Erosion Mat Class 3 Type C | 630 | SY | 7.41 | 4,668.30 | 630 | 4,668.30 | 4,816.50 | -148.20 |
| 200.012901 | Flexamat Plus (With Geotextile | 140 | SY | 97.45 | 13,643.00 | 140 | 13,643.00 | 13,643.00 | 0.00 |
| 210.628702 | Type "D" Inlet Protection | 4 | EA | 132.41 | 529.64 | 4 | 529.64 | 529.64 | 0.00 |
| 220.628150 | Sediment Control Logs, 18-inch | 900 | LF | 8.47 | 7,623.00 | 900 | 7,623.00 | 7,623.00 | 0.00 |
| 230.628755 | Outfall Protection | 2 | EA | 21.19 | 42.38 | 2 | 42.38 | 42.38 | 0.00 |
| 240.628756 | Tracking Pad | 1 | EA | 2,641.57 | 2,641.57 | 1 | 2,641.57 | 2,641.57 | 0.00 |
| 250.630017 | Seeding Mixture No. 40 | 6 | LB | 21.19 | 127.14 | 6 | 127.14 | 127.14 | 0.00 |
| 260.630017 | Seeding Mixture No. 70 | 60 | LB | 253.69 | 15,221.40 | 60 | 15,221.40 | 15,221.40 | 0.00 |
| 270.012901 | Restoration of Gravel Park Lot | 1 | LS | 5,164.20 | 5,164.20 | 1 | 5,164.20 | 5,164.20 | 0.00 |
| 290.01 | CO 01 Agrecol | 1 | LS | 1,080.00 | 1,080.00 | 1 | 1,080.00 | 1,080.00 | 0.00 |
| | | | | | <u>601,578.96</u> | | <u>601,578.96</u> | <u>590,000.00</u> | <u>11,578.96</u> |

FINAL WAIVER

STATE OF Wisconsin)
COUNTY OF Racine)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by City of Racine to furnish Earthwork/Site Utilities for the premises known as Mount Pleasant Dry Retentin Basin of which The City of Racine is the owner.

THE undersigned, for and in consideration of Two Hundred Sixty Thousand Four Hundred Ninety One and 86/100 (\$260,491.86) dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens with respect to and on said above-described premises, and the improvement thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises. INCLUDING EXTRAS.*

DATE: 9/30/2025

COMPANY NAME: Willkomm Excavating & Grading, Inc.

ADDRESS: 17108 County Line Road

Union Grove WI 53182

SIGNATURE AND SEAL: Nick Willkomm

The waiver provided in the foregoing paragraph shall only become effective when the Contractor's payment covering Application for Payment Number has been received by Subcontractor and cleared Subcontractor's bank.

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed, and title of officer signing waiver should be set fourth; if waiver is for a partnership the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin)
COUNTY OF Racine)

TO WHOM IT MAY CONCERN:

THE undersigned, Nicholas Willkomm being duly sworn, deposes and says that he or she is President of Willkomm Excavating & Grading, Inc. who is the contractor furnishing Earthwork/Site Utilities on the project located at 3454 Mt Pleasant Street Racine WI 53402 owned by The City of Racine.

That the total amount of the contract including extras* is \$601,727.16 on which we have received payment of \$341,235.30 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. that the following are the names of all parties who have furnished material or labor, or both, for said work and all the parties having contractors or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WHAT FOR | CONTRACT PRICE | APPROVED CO | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|-------------------|----------------------|-------------|----------------------|----------------------|-------------|
| Willkomm Excavating | thwork/Site Utili | \$ 466,826.35 | \$ - | \$ 206,334.49 | \$ 260,491.86 | \$ - |
| Payne & Dolan | Stone | \$ 9,561.49 | \$ - | \$ 9,561.49 | \$ - | \$ - |
| Oldcastle infrastructure | Structures | \$ 8,530.48 | \$ - | \$ 8,530.48 | \$ - | \$ - |
| GSI | Fabric | \$ 2,255.12 | \$ - | \$ 2,255.12 | \$ - | \$ - |
| ESI | Landscape | \$ 100,240.47 | \$ - | \$ 100,240.47 | \$ - | \$ - |
| Homer Tree | Clearing | \$ 9,887.25 | \$ - | \$ 9,837.25 | \$ - | \$ - |
| NMB | Survey | \$ 4,426.00 | \$ - | \$ 4,426.00 | \$ - | \$ - |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | \$ 601,727.16 | \$ - | \$ 341,235.30 | \$ 260,491.86 | \$ - |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated. Subcontractor agrees to indemnify and hold harmless Contractor from any and all liabilities, losses, costs, damages, expense, demands, claims, lien claims, bond claims, attorney's fees or collection cost that directly or indirectly arise from Subcontractor's work, or misrepresentations, omissions or inaccuracies in this Waiver.

DATE: 9/30/2025

SIGNATURE

Subscribed and sworn to before me this 30th

day of

September, 2025

My Commission Expires: 5/15/2028

NOTARY PUBLIC

FINAL WAIVER OF LIEN

For value received, Homer Tree Service, Inc. hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For City of Racine owner, by Willkomm Excavating & Grading, Inc. contractor, for Tree Removal in same being situated in Racine County, State of Wisconsin, described as Mt Pleasant Dry Retention Basin.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**.

Homer Tree Service, Inc.

Ron Repish 10/3/25
Name - Title Date
Ron Repish - President

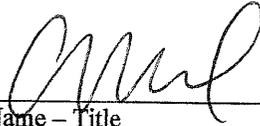
FINAL WAIVER OF LIEN

For value received, ESI Ltd hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For City of Racine owner, by Willkomm Excavating & Grading, Inc. contractor, for ESI Ltd in same being situated in Racine County, State of Wisconsin, described as Mt Pleasant Dry Retention Basin.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**.

ESI Ltd

 president 10/8/25
Name - Title Date



Racine Works Program (RWP) Payout Request

City of Racine Ordinance Section #46-41

Date: 01/30/2026

Contractor Name: **Willkomm Excavating & Grading, Inc.**

Department: Public Works Water/Waste Water Other _____

Project Name: **Mt Pleasant Dry Detention Basin**

Project Number: 2024141

Total project hours: **1931.5**

Total RWP Hours: **493**

City of Racine Residents: 15

RWP Certified: 6

RWP Compliance Percentage: **26%**

- Contract duration: July 2024 - November 2024
- Payroll reports received.
- 6 RWP certified worker
- 26% RWP work hours on the project

Staff Recommendation: Approve final payment for Willkomm Excavating & Grading, Inc.

Signed: _____

Jon Drogatha

Date: _____

1/30/26