

## Department of Public Works

City Hall  
730 Washington Avenue  
Racine, Wisconsin 53403  
262.636.9121 – Public Works  
262.636.9191 - Engineering



John C. Rooney, P.E.  
Commissioner of Public Works

Ronald J. Pritzlaff, P.E.  
Asst. Comm. Of Public Works/Operations

Ara P. Molitor, P.E.  
City Engineer

March 27, 2025

TO: Public Works and Services Committee

FROM: Ara P. Molitor, P.E., DPW – City Engineer

RE: Final Payment, Contract 2023040 2023 - Sanitary Sewer Repairs  
Genesis Excavators, Inc.

The work on Contract 2023040 2023 - Sanitary Sewer Repairs has been completed and the contractor, Genesis Excavators, Inc. is requesting final payment. The final contract amount for all work completed is \$485,102.20.

The project was authorized by Resolution Number 0164-23 on March 7, 2023, in the amount of \$437,452.00.

The contract amount is increased by 47,650.20, by the final rectifying Change Order No. 1, which brought the contract total amount to \$485,102.20.

Final funding for the project is as follows:

<b><u>ORG OBJECT</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
22640 57560	SANITARY SEWER	\$ 396,975.20
22640 54400	INFRASTRUCTURE REPAIRS	\$ 56,000
45040 57500	PAVING (SSM)	\$ 32,127.00
	<b>Total</b>	<b>\$485,102.20</b>

Cc:

**City of Racine**  
**Purchasing Department**  
730 Washington Ave Room 102  
Racine, Wisconsin 53403  
[www.cityofracine.org/purchasing](http://www.cityofracine.org/purchasing)



**Crystal Moore**  
Purchasing Agent (Designee)  
Office: (262) 636-9198  
[Purchasing@cityofracine.org](mailto:Purchasing@cityofracine.org)

March 17, 2025

RE: Racine Works Program Compliance

Genesis Excavators, Inc.,

After careful consideration and review of all the information respective to contract #**2023040 2023 Sanitary Sewer Repairs**, I am recommending a penalty for non-compliance of the Racine Works Program for failing to utilize eligible RWP-certified residents for at least 20% of the total project worker hours, as per Racine Works Program Ordinance Section 46-41 (d & e) below. Genesis Excavators, Inc. achieved 0% of the above stated minimum goal.

With regards to the assessed penalty, Section 46-41 (g) states the following:

*Prohibition and penalty. No contractor or agent thereof shall fail to employ and use on non-exempt qualifying contracts eligible residents for at least the percent of qualifying work specified in this section. Upon failure of a contractor or agent to timely submit any monthly workforce participation report or the required final affidavit required under paragraph (e), above, the city may withhold payment and such contractor or agent shall be prohibited from bidding on any qualifying contract until such report or affidavit is submitted. Upon failure of a contract or agent thereof to fail to employ and use on non-exempt contracts eligible residents for at least the percent of qualifying work specified in this section, such contractor or agent thereof may be cited for such failure. Upon conviction, such person shall forfeit \$10,000.00, or two and one-half percent of the total cost of the qualifying contract as awarded, whichever is greater, plus statutory court costs.*

Please note that a change order for this contract forfeiting a penalty of \$10,936.30 (\$437,452 x 2.5%) will be deducted from the final payment, plus statutory court costs and will be forthcoming from the Department of Public Works.

Sincerely,

Crystal Moore  
Asst. Finance Director (Purchasing Agent Designee)

Cc: John Rooney, Commissioner of Public Works  
Ron Pritzlaff, Asst. Commissioner of Public Works  
Jim Sullivan, City Administrator  
Kathleen Fischer, Finance Director



## Racine Works Program (RWP) Payout Request

City of Racine Ordinance Section #46-41

Date: 03/17/2025

Contractor Name: **Genesis Excavators, Inc.**

Department: ☒ Public Works ☐ Water/Waste Water ☐ Other \_\_\_\_\_

Project Name: **2023 Sanitary Sewer Repairs**

Project Number: NA

Munis Contract #: 2023040

Total project hours: **1,415.50**

Total RWP Hours: 0

City of Racine Residents: 1

RWP Certified: 0

RWP Compliance Percentage: 0%

- Project duration was ~3mth (April -June 2023)
- Contractor employed 1 city resident
- Contractor had no RWP certified workers on the project
- Contractor did not submit monthly payroll reports until January 2025
- Contractor did not inquire with WRTP or City to hire RWP- certified workers or get workers certified

### Staff Recommendation:

Contractor had RWP compliance of 0%. Contractor did not contact Purchasing Agent or program partner for assistance in hiring RWP-certified workers.

Recommendation is that the contractor be assessed a penalty of \$10,000 or 2.5% of total contract (whichever is greater) for noncompliance of the Racine Works Program Ordinance Sec. 46-41(g) for failing to employ or use eligible City of Racine residents for at least 20% of total project work hours.

Penalty should be deducted from the contractor's final payment.

Signed: *Cristal Moore* Date: 03/17/2025

## FINAL WAIVER OF LIEN

To Whom It May Concern:

WHEREAS the undersigned has been employed by GENESIS EXCAVATORS INC. to furnish labor and materials for SEWER LINING work, for the improvement of the premises described as CONTRACT 2023040-2023 SANITARY SEWER REPAIRS - ILLINOIS & PIERCE, WEST BLVD, ROMAYNE, DEKOVEN, County of RACINE, State of WISCONSIN, of which the CITY OF RACINE is the owner.

NOW, THEREFORE, this 7TH day of MARCH, 2025, for and in consideration of the sum of SEVENTY THREE THOUSAND SIX HUNDRED FIFTY FOUR Dollars AND 00/100 (\$73,654.00) paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.



VS #23122W

VISU-SEWER, INC.

  
Signature

ALEX ROSSEBO, PRESIDENT  
Printed Name and Title

**FINAL WAIVER OF LIEN**

STATE OF \_\_\_\_\_  
COUNTY OF: Wisconsin  
Racine

WHEREAS the undersigned has been employed by Genesis Excavators, Inc.  
to furnish Precast Concrete  
for the premises known as Contract 2023040, Illinois & Pierce, West Blvd, Romaine, Dekoven  
of which City of Racine Wisconsin is the owner.

The undersigned, for and in consideration of Two Thousand, Nine Hundred Twenty Eight Dollars and Sixty Eight Cents  
(\$ \$2,928.68) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged  
and release any and all lien or claim of, or right to lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said  
and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due  
owner, on account of all labor, services, material, fixtures apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter  
above described premises, INCLUDING EXTRAS.\*

DATE March 12, 2025 COMPANY NAME Concrete Specialties/Oldcastle Infrastructure  
ADDRESS PO Box 402721, Atlanta, GA 30384

SIGNATURE AND TITLE

Kelvin M. Walker

Kelvin M. Walker / AR Specialist

Given under my hand and seal 12th day of Mar-25

Maria J. Prosperi  
Notary Signature

\*EXTRAS INCLUDED BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.



**Final Waiver of Lien**

To All Whom It May Concern:

WHEREAS, the undersigned, Musson Bros., Inc. has contracted with  
Genesis Excavators to furnish labor and materials for  
City of Racine for work associated with  
Contract 2023040 – 2023 Sanitary Sewer Repairs, located at \_\_\_\_\_  
County of Racine of which City of Racine is the Owner.

NOW, THEREFORE, this 7th day of March 2025 for and in  
consideration of the sum of \$70,750.00 paid simultaneously herewith, the receipt  
will be acknowledged by the undersigned, the undersigned does hereby waive and release  
any lien rights to, or claim of lien with respect to and on said above described premises,  
and the improvements thereon, and on the monies or other considerations due to become  
due from the Owner, by virtue of said Work, on account of labor, services, materials,  
fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the  
undersigned to or for the above described premises.

The undersigned further represents and warrants that he has paid for all labor,  
materials, equipment, and services that he has used or supplied or incorporated into the  
above premises were either taken from his fully paid or open stock or were fully paid for;  
and that the following are the names of all parties who have furnished material or labor,  
or both:

NAMES OF SUPPLIERS (if none, so state.)

WHAT SUPPLIED


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.

Musson Bros., Inc.  
Company

  
Signature

TITLE: VP/Secretary/Treasurer

**WAIVER OF LIEN**

**March 10, 2025**

**For value received, we hereby waive FULL rights and claims for lien on land and on buildings about to be or being erected, constructed, altered or repaired and to the appurtenances thereunto,**

**For sawing**

**by Hard Rock Sawing & Drilling Specialist Co., Sub-Contractor,**

**in the amount of \$1,131.10.**

**same being situated in Racine County, State of Wisconsin, described as**

**Contract 2023040 – 2023 Sanitary Sewer Repairs; City of Racine Wisconsin .**

**For all labor performed & material furnished for the erection, construction, alteration or repair of said building and appurtenances.**

**This waiver of lien covers Invoice No. 42726 Dated 4/25/2023.**

  
**Hard Rock Sawing & Drilling Specialist Co.**



Business Office:  
7900 75th Street, Kenosha, WI 53142  
Office 262.634.0737 Fax 262.697.1560

## Final Waiver of Lien

March 13, 2025

**BY: Genesis Excavators Inc**

**For: Project Contract 2023040 – 2023 Sanitary Sewer Repairs**

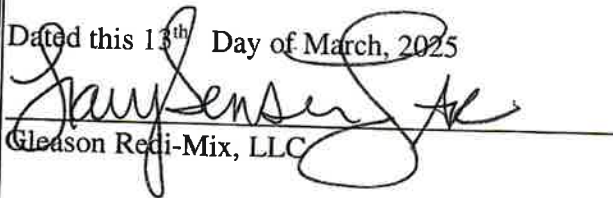
**Location: Illinois & Pierce, West Blvd, Romaine, Dekoven**

**For: Redi-Mix Materials**

The undersigned, Gleason Redi-Mix, LLC., received a check in the amount of \$9460.52 and does hereby release and forever discharge Genesis Excavators Inc, from said real property and improvements from all lien claims and does further hereby release Genesis Excavators Inc and forever discharge, the Owner, from any and all claims or liens in Law or in equity of every kind and nature through March 13, 2025.

Further, the undersigned accepts the following special conditions attached hereto and made a part of this waiver of lien and release of all claims: NONE.

Dated this 13<sup>th</sup> Day of March, 2025

  
Gleason Redi-Mix, LLC



## Unconditional Waiver and Release on Final Payment

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

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### Identifying Information

**Name of Claimant:** Ferguson Enterprises, LLC dba Ferguson Waterworks

**Name of Customer:** GENESIS EXCAVATORS INC

**Job Location:** RACINE 2023 SANITARY SEWE, ILLINOIS ST & PIERCE BLVD, RACINE, Wisconsin 53403

**Owner:** CITY OF RACINE, City of Racine

**Job Name (if any):** RACINE 2023 SANITARY SEWE

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### Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

### Exceptions

This document does not affect any of the following disputed claims for extras in the amount of: \$

### Signature

*NIKKI WOLF*

☒ e-Signature ID: N2H2FXC

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Nikki Wolf

Agent

Ferguson Enterprises, LLC dba Ferguson  
Waterworks

March 07, 2025

## UNCONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Project: 2023 Sanitary Sewer Repairs

The undersign has been paid in full for all labor, services, equipment, or material furnished to the job site or to  
Genesis Excavators INC., on the job of, City of Racine Wisconsin  
(Person with whom undersigned the contract) (Owner)

Located at Illinois & Pierce, West Blvd, Romaine, Dekoven and does hereby waive and  
(Job Description)

Release any rights to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule of statute related to claim or payment rights for persons in the undersigned position, except for disputed claims for extra work in the amount of: \$ 0.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date: 5/13/25

KR Contractors  
(Company Name)  
By: [Signature]  
(Signature)  
Vice President  
(Title)

Bryan Michael Pieske  
Notary Public, State of Wisconsin

***This document must be notarized.***

STATE OF Wisconsin  
COUNTY OF Racine )SS.

Subscribed and sworn before me, a Notary Public in and for said County and State, this 13<sup>th</sup> Day of March, 20 25.

My Commission expires: June 28, 2027

[Signature]  
Notary Signature  
Bryan Michael Pieske  
Printed Name

Residing in Racine County, Wisconsin  
(Name of County) (State)

# GENESIS EXCAVATORS, INC


**N1683 Heartland Drive  
Lake Geneva, WI 53147  
Phone: 262-206-2350  
jodi@dtc-wi.com**

Date: March 7, 2025

## **FINAL WAIVER OF LIEN**

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered, or repaired and onto the appurtenances thereunto, for (Owner) City of Racine by (Supplier) County Materials for contract 2023040 - 2023 Racine Sanitary Sewer Repairs of all labor performed and/or all materials furnished in full for erection, construction, alterations or repair of land, buildings and appurtenances.

County Materials



Brian L. Abitz  
Corporate Credit Manager

**FULL WAIVER OF LIEN**

STATE OF WISCONSIN

COUNTY OF RACINE

SS

City #

Loan #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

Genesis Excavators

to furnish

Aggregate Material

for the premises known as

Sanitary Sewer Repairs-Illinois & Pierce, West Blvd, Romayne, Dekoven

of which

City of Racine

is the owner

The undersigned, for and in consideration of Two Thousand Five Hundred Two Dollars & 41/100 (\$2,502.41) Dollars, and other goods and valuable considerations, conditioned upon receipt of payment, do(es)

hereby waive and release any and all lien 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 improvements 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 to this date by the undersigned for the above-described premises.

**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 forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

THE undersigned, being duly sworn, deposes and says that he is

General Manager

CJ Kress  
of the  
Cretex Materials, Inc

Subscribed and sworn to before me this

10th

day of

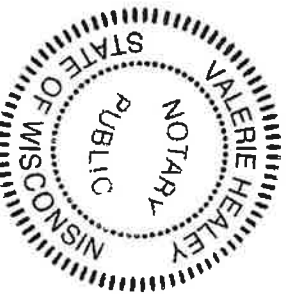
March

2025

F. 3570 R.1/89

My Commission Expires

10/9/2028



STATE OF Wisconsin  
COUNTY OF Racine

## FINAL WAIVER OF LIEN

City # \_\_\_\_\_  
Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by: Genesis Excavators, INC  
to furnish: Aggregate material for the premises  
known as: 2023 Sanitary Sewer Repairs  
of which: City of Racine is the owner.

The undersigned, for and in consideration of: Sixteen thousand four hundred four dollars and 88 cents  
\$ 16,404.88, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby  
waive and release any and all lien 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 improvements 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 all labor, services, material, fixtures, apparatus or  
machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises,  
\*INCLUDING EXTRAS

DATE: 03/07/2025 COMPANY NAME: Asphalt Contractors Inc  
1701 Main Street Union Grove, WI 53182  
SIGNATURE AND TITLE: Kristie Villalpando- Controller

\* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF Wisconsin  
COUNTY OF Racine

## CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Kristie Villalpando BEING DULY  
SWORN, DEPOSES AND SAYS THAT HE IS Controller OF Asphalt Contractors Inc.  
WHO IS THE CONTRACTOR FURNISHING Aggregate material WORK ON THE BUILDING  
LOCATED AT 2023 Sanitary Sewer Repairs  
OWNED BY City of Racine

That the total amount of the contract including extras\* is \$16,404.88 on which he has received  
payment of: \$16,404.88 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 parties having contracts or sub contracts for specific portions of said work or for material  
entering into the construction thereof and 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	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Asphalt Contractors Inc	Aggregate	\$16,404.88	\$16,404.88	\$0.00	\$0.00
All material is taken from fully paid stock and delivered to the					
jobsite in our company vehicle. All labor is paid in full.					
There is no rental equipment on this project.					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$16,404.88	\$16,404.88	\$0.00	\$0.00

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.

DATE: 3/7/2025 SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME this 7th DAY OF March, 2025

\* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT



NOTARY PUBLIC

Exp 1-29-28

## FINAL WAIVER OF LIEN

STATE OF Wisconsin  
COUNTY OF Kenosha

GTY# \_\_\_\_\_  
ESCROW # \_\_\_\_\_

To Whom It May Concern:

WHEREAS the undersigned has been employed by Genesis Excavating, Inc.  
to furnish Asphalt Paving  
for the premises known as Illinois & Pierce, West Blvd, Romaine, Dekoven  
of which City of Racine is the owner.

THE undersigned, for and in consideration of 0.00  
(\$ 0.00 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es )  
hereby waive and release any and all lien 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 improvements 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 all labor, services,  
material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-  
described premises, INCLUDING EXTRAS.\*

DATE: March 10, 2025

COMPANY NAME: Cicchini Asphalt LLC  
ADDRESS: 4700 52nd Avenue, Kenosha, WI 53144

SIGNATURE: 

PRINTED NAME: Luke Van Straten, P.E.  
TITLE: President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

## CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin  
COUNTY OF Kenosha

To Whom It May Concern:

The undersigned, (Name) Luke Van Straten, P.E. being duly sworn, deposes and says that he or she is  
(Position) President of Cicchini Asphalt LLC who is the  
contractor furnishing Asphalt Paving work on the building located at  
Illinois & Pierce, West Blvd, Romaine, Dekoven owned by City of Racine


That the total amount of the contract including extras\* is \$ 23,130.00 on which he or she has received  
payment of \$ 23,130.00 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 and addresses  
of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts 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:

COMPANY NAME	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
Cicchini Asphalt LLC	Asphalt Paving	\$ -	\$ -	\$ -	\$ -
All Labor & Material From Full	0	\$ 23,130.00	\$ 23,130.00	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$ 23,130.00	\$ 23,130.00	\$ -	\$ -

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.

DATE: 3/10/25

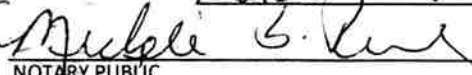
SIGNATURE: 

SUBSCRIBED AND SWORN TO BEFORE ME THIS

10<sup>th</sup>

DAY OF

March 2025

  
NOTARY PUBLIC

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.