

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

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

Ara P. Molitor, P.E.
City Engineer

May 16, 2024

TO: Alder Mollie Jones, Chair
Public Works and Services Committee

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

RE: Final Payment, Contract 2023022 2023 City Resurfacing, Payne & Dolan, Inc., Contractor

The work on Contract 2023022 2023 City Resurfacing has been completed and the contractor, Payne & Dolan, Inc. is requesting final payment. The final contract amount for all work completed is \$770,590.21.

The project was authorized by Resolution Number 0315-23 of April 17, 2023, in the amount of \$873,228.63. The contract amount was decreased by \$ (102,638.42) by Change Order No. 1.

Final funding for the project is as follows:

<u>ORG OBJECT</u>	<u>Description</u>	<u>Amount</u>
22640 57560	Sanitary Sewers	\$ 34,899.00
60484 57570	Storm Sewers	\$ 199,549.67
45040 57515	Sidewalk Replacement	\$ 10,475.00
45040 57515	Crosswalk Ramps	\$ 9,421.90
45040 57520	Replace City Circuits	\$ 106,628.57
45040 57500	Pavement - SSM Asphalt	\$ 150,000.00
45040 57500	Pavement - SWU Asphalt	\$ 150,000.00
45040 57500	DPW Paving - Asphalt	\$ 44,625.11
40104 57500	Paving	\$ 64,990.96
	Total	\$ 770,590.21

Cc: Joy Hansche
File

SDS/



Racine Works Program (RWP) Payout Request

City of Racine Ordinance Section #46-41

Date: May 15, 2024

Contractor Name: **Payne & Dolan**

Department: Public Works Water/Waste Water Other _____

Project Name: **City Resurfacing**

Project Number: N/A

Munis Contract #: **2023022**

Total project hours: **3,114.86**

Total RWP Hours: **762.75**

City of Racine Residents: **15**

RWP Certified: **9**

RWP Compliance Percentage: **24.5%**

- Project period was June - September 2023
- Payroll files were submitted.
- Contractor had 15 City residents working on the project, including (9) RWP certified residents.

Staff Recommendation:

Approve final payment for Payne and Dolan.

Contractor met 24.5% RWP Compliance which exceeds the required 20% target.

Signed: *Cystal Moore* Date: May 15, 2024

APPLICATION AND CERTIFICATE FOR PAYMENT

CITY OF RACINE

DEPARTMENT OF PUBLIC WORKS

To: Commissioner of Public Works
 730 Washington Avenue -- Room 303
 Racine, Wisconsin 53403

Contract No. 102 3022

Contract Name 1023 City Resurfacing

Contractor Payne & Dolan, Inc.
 1700-120th Ave
 Kenosha, WI 53144

Payment No. 3rd and FINAL

Period from 9/29/2020 to 5/13/2024

CHANGE ORDER SUMMARY:		ADDITIONS \$	DEDUCTIONS \$
Change Orders Approved in Previous Months by Owner			
TOTAL		0.00	
Subsequent Change Orders			
No.	Approval Date	Resolution No.	
1			-102,638.42
TOTAL		0.00	-102,638.42
Net Change by Change Orders		0.00	-102,638.42

APPROVED AND PAYMENT AUTHORIZED:

Will Schaefer
 Project Engineer 5/21/24
 Date

Department Head _____ Date _____
 Commissioner of Public Works _____ Date _____

Original Contract Bid \$ 873,228.63
 Net Change by Change Orders \$ -102,638.42
 Contract to Date (Including Change Orders) \$ 770,590.21
 Total Work Completed to Date \$ 770,590.21
 Retainage _____ % of _____ \$ 0.00
 Total Earned Less Retainage \$ 770,590.21
 Less Previous Payments

#1 \$ 166,440.53
 #2 \$ 587,941.13

Total of Previous Payments \$ 754,381.66

CURRENT PAYMENT DUE: \$ 16,208.55

TO: Commissioner of Public Works
Racine, Wisconsin

Lien Waiver (in full)

WAIVER OF CONSTRUCTION LIEN

For value received, the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished or to be made or furnished for the improvement of said lands, said improvements being done for the City of Racine by

Payne & Dolan, Inc.

(prime contractor's name)

said lands being situated in Racine County, State of Wisconsin, and described as follows (contract number and name of contract):

Contract#2023022 - City of Racine 2023 City Resurfacing

The work done and/or materials furnished by the undersigned for said job is as follows:

Asphalt Paving

(describe).

DocuSigned by:

100025880FE74EA
Signature

Agent

Title

Payne & Dolan, Inc.

Firm Name

Date of this Waiver:

February 09, 20 24

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 20, 2024**

1. Claimant's Name: Antigo Construction, Inc.
Claimant's Address: 2520 cLermont St, Antigo, WI 54409

2. Property Improved by Contractor's Work (check one):
 Project Description: City of Racine 2023 City Resurfacing (#2023022)
 Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

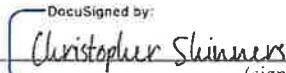
The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: Antigo Construction, Inc.

By: 
(signature)

Authorized Agent's Name: Christopher Skinnners
(print name of person signing above)

Title: Secretary

Address: 2520 cLermont St, Antigo, WI 54409

Telephone Number: (715) 627-2222

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 20, 2024**

- 1. Claimant's Name: A W Oakes & Son Inc.
Claimant's Address: 2000 Oakes Road, Racine, WI 53406
- 2. Property Improved by Contractor's Work (check one):
 Project Description: City of Racine 2023 City Resurfacing (#2023022)
 Legal description attached.
- 3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

**PAYNE DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144**

- 4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
 All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
- 5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: A.W. OAKES & SON

By: *Nathaniel DeMatthew*
(signature)

Authorized Agent's Name: NATHANIEL DEMATTHEW
(print name of person signing above)

Title: CEO / VP

Address: 2000 Oakes Road, Racine, WI 53406

Telephone Number: _____

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 20, 2024**

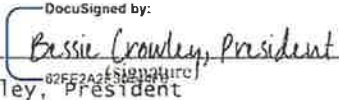
- 1. Claimant's Name: **Crowley Construction Corp**
 Claimant's Address: **1353 N. 68 Street, Wauwatosa, WI 53213**
- 2. Property Improved by Contractor's Work (check one):
 Project Description: **City of Racine 2023 City Resurfacing (#2023022)**
 Legal description attached.
- 3. Contractor's Work furnished at the request of: *(name of party which requested or contracted for work)*

PAYNE DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

- 4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed, dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
 All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
- 5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: Crowley Construction Corp

By: 

Authorized Agent's Name: Bessie Crowley, President
(print name of person signing above)

Title: Pres

Address: 1353 N. 68 Street, Wauwatosa, WI 53213

Telephone Number: 414-257-2141

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Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 20, 2024**

1. Claimant's Name: **MTEC ENVIRONMENTAL INC.**
Claimant's Address: **128 elm st suite G Dousman, WI**

2. Property Improved by Contractor's Work (check one):
 Project Description: **City of Racine 2023 City Resurfacing (#2023022)**
 Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: **MTEC ENVIRONMENTAL INC.**

By:

DocuSigned by:

Mark Thome

(signature)

0674BC79530E452

Authorized Agent's Name: **Mark Thome**

(print name of person signing above)

Title: **President/Owner**

Address: **128 elm st suite G, Dousman WI**

Telephone Number: **2627196391**

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Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 20, 2024**

1. Claimant's Name: **Pro Electric, Inc.**
Claimant's Address: **21500 W 6 Mile Rd, Franksville, WI 53126**

2. Property Improved by Contractor's Work (check one):
 Project Description: **City of Racine 2023 City Resurfacing (#2023022)**
 Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: Pro Electric, Inc.

By: _____

DocuSigned by:
Vince Kirchoff
(SIGNATURE)

Authorized Agent's Name: Vince Kirchoff

(print name of person signing above)

Title: Business Manager

Address: 21500 W 6 Mile Road, Franksville, WI 53126

Telephone Number: 262-289-1900

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 20, 2024**

1. Claimant's Name: **Rock valley Concrete Cutting**
Claimant's Address: **4235 S Perryville Rd, Cherry Valley, IL 61016**

2. Property Improved by Contractor's Work (check one):
 Project Description: **City of Racine 2023 City Resurfacing (#2023022)**
 Legal description attached.

3. Contractor's Work furnished at the request of: *(name of party which requested or contracted for work)*

PAYNE DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: **Rock Valley Concrete Cutting**

By: _____

DocuSigned by:
Will Roche
(Signature)

Authorized Agent's Name: **will Roche**

(print name of person signing above)

Title: **President**

Address: **4235 S Perryville Rd, Cherry Valley, IL 61016**

Telephone Number: **815-222-2998**

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