

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

April 27, 2026

TO: Public Works and Services Committee

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

RE: Final Payment, Contract 2024066 – 2024 Sanitary Sewer Repairs (RWP)
Genesis Excavators, Inc.

The work on Contract 2024066 – 2024 Sanitary Sewer Repairs (RWP) has been completed and the contractor, Genesis Excavators, Inc. is requesting final payment. The final contract amount for all work completed is \$537,185.97.

The project was authorized by Resolution Number 0729-24 of September 3, 2024 in the amount of \$478,086.00.

The contract amount was increased by \$83,653, by Change Order No. 1, which brought the contract total amount to \$ 561.739.00. The contract amount was decreased by – (\$24,553.03), by the final rectifying Change Order No. 2, which brought the contract total amount to \$537,185.97.

Final funding for the project is as follows:

<u>ORG OBJECT</u>	<u>Description</u>	<u>Amount</u>
22640 57560	SANITARY SEWER	\$537,185.97
	Total	\$537,185.97

Cc:



Racine Works Program (RWP) Payout Request

City of Racine Ordinance Section #46-41

Date: 03/19/2026

Contractor Name: **Genesis Excavators, Inc**

Department: Public Works Water/Waste Water Other _____

Project Name: **2024 Sewer Repairs**

Project Number:

Munis Contract #: **2024066**

Total Project Hours: **1,739.50**

Total RWP Hours: **369.5**

City of Racine Residents: **1**

RWP Certified: **1**

RWP Compliance Percentage: **21.24%**

- **Project duration was Sept - December 2024**
- **Contractor employed 1 Racine resident, of which 1 were RWP-certified**
- **Contractor submitted all required payroll reports**

Staff Recommendation:

Approve final payment to Genesis Excavators, Inc.

Contractor submitted all required payroll reports for the duration of the project. Contractor achieved 21.24% of the required 20% RWP goal.

Signed: _____

Jon Drayotta

Date: 3/19/2026

CITY OF RACINE
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER

Contract No. & Name	Contract 2024066 – 2024 Sanitary Sewer Repairs		
C.O. No.	F/2	Funding Account(s) Org-22640, Obj-57560	Original Contract
			\$ 478,086.00
			Previous C.O.'s
			\$ 83,653.00
			Contract Total
			\$ 561,739.00

Contractor Genesis Excavators, Inc

We mutually agree to the contract change order as herein delineated.

Item No.	Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule.	Bid Qaunt	FINAL Quantity	Units	Unit Prices	Decrease	Increase in
						in Contract	Contract
Add or delete the following items according to the quantities and unit prices shown below:							
1	TRAFFIC CONTROL	1	1.27	LS	@ \$5,252.00	\$0.00	\$1,418.04
2	REMOVE AND REPLACE CONCRETE SIDEWALK	141	91.00	SF	@ \$26.00	-\$1,300.00	\$0.00
3	REMOVE AND REPLACE ASPHALTIC SURFACE	140	77.00	SY	@ \$39.00	-\$2,457.00	\$0.00
4	REMOVE AND REPLACE PAVEMENT TYPE A (PINNED)	850	823.49	SY	@ \$102.00	-\$2,704.02	\$0.00
5	REMOVE AND REPLACE PAVEMENT TYPE B (PINNED)	650	304.11	SY	@ \$85.00	-\$29,400.65	\$0.00
6	REMOVE AND REPLACE CURB & GUTTER	23	42.50	LF	@ \$65.00	\$0.00	\$1,267.50
7	SAWING CONCRETE	2500	2,122.30	LF	@ \$3.00	-\$1,133.10	\$0.00
8	SAWING ASPHALT	198	720.00	LF	@ \$2.00	\$0.00	\$1,044.00
9	REMOVING MANHOLE	1	1.00	EACH	@ \$1,000.00	\$0.00	\$0.00
10	ABANDON EXISTING SEWER PIPE	3	1.00	EACH	@ \$375.00	-\$750.00	\$0.00
11	BALKHEAD EXSITING SEWER COONNECTION	2	2.00	EACH	@ \$550.00	\$0.00	\$0.00
12	CONNECT TO EXSITING SEWER MANHOLE	3	2.00	EACH	@ \$3,650.00	-\$3,650.00	\$0.00
13	SANITARY MANHOLE 4-FT DIAMETER	31	24.00	VF	@ \$1,100.00	-\$7,700.00	\$0.00
14	SANITARY SEWER CASTING AND INTERNAL -EXTERNAL SEAL	4	5.00	EACH	@ \$1,150.00	\$0.00	\$1,150.00
15	SANITARY SEWER MAIN WYE CONNECTION	19	19.00	EACH	@ \$1,800.00	\$0.00	\$0.00
16	6-INCH PVC (SDR-35) SANITARY SEWER LATERAL PIPE	134	154.20	LF	@ \$295.00	\$0.00	\$5,959.00
17	8-INCH PVC (SDR-35) SANITARY SEWER PIPE, PAVEMENT TYPE B (PINNED)	173	173.00	LF	@ \$405.00	\$0.00	\$0.00
18	10-INCH PVC (SDR-35) SANITARY SEWER PIPE, PAVEMENT TYPE A (PINNED)	363	368.00	LF	@ \$300.00	\$0.00	\$1,500.00
19	12-INCH PVC (SDR-35) SANITARY SEWER PIPE	17	17.00	LF	@ \$800.00	\$0.00	\$0.00
20	15-INCH PVC (SDR-35) SANITARY SEWER PIPE	84	0.00	LF	@ \$550.00	-\$46,200.00	\$0.00
21	MOBILIZATION	1	1.00	EACH	@ \$7,000.00	\$0.00	\$0.00
22	RESTORATION - SOD AND TOPSOIL	20	10.89	SY	@ \$200.00	-\$1,822.00	\$0.00
23	INLET PROTECTION	18	18.00	EACH	@ \$80.00	\$0.00	\$0.00

24	BYPASS PUMPING	1	0.00	L.S.	@	\$7,500.00	-\$7,500.00	\$0.00	
25	ADJUST SANITARY MH CASTING AND INTERNAL -EXTERNAL SEAL	5	5.00	EACH	@	\$950.00	\$0.00	\$0.00	
26	RESTORATION AT PRIVATE MANHOLE - PAVERS	2	0.00	SY	@	\$500.00	-\$1,000.00	\$0.00	
27	REMOVE MANHOLE	1	0.00	EACH	@	\$1,000.00	-\$1,000.00	\$0.00	
CO1.1	REMOVE AND REPLACE CONCRETE DRIVEWAY	10	8	SY	@	\$110.00	-\$220.00	\$0.00	
CO1.2	GRANULAR BACKFILL	200	0	TON	@	\$14.30	-\$2,860.00	\$0.00	
CO2.1	30-BLAKE AVE SEWER FAILED PAVEMENT	0	1	LS	@	\$34,751.95	\$0.00	\$34,751.95	
CO2.2	31-EXTRA WORK CHATHAM	0	1	LS	@	\$6,754.65	\$0.00	\$6,754.65	
CO2.3	32-EXTRA WORK 13TH ST AND HIGHLAND	0	1	LS	@	\$7,429.26	\$0.00	\$7,429.26	
CO2.4	33-EXTRA WORK 8TH ST FIELD FIT MANHOLE	0	1	LS	@	\$11,851.47	\$0.00	\$11,851.47	
CO2.5	34-6TH ST BRIDGE SEWER SUB STRUCTURE EXPLORATION	0	1	LS	@	\$6,666.50	\$0.00	\$6,666.50	
CO2.6	35-VILLA ST EXTRA WORK	0	1	LS	@	\$5,351.37	\$0.00	\$5,351.37	
							Total Decrease	-\$109,696.77	
							Total Increase		\$85,143.74
							Change in Contract Amount due to this Change Order	(\$24,553.03)	

Adjusted Contract Amount \$ 537,185.97

The time provided for completion of the contract is ~~increased~~, **increased**, ~~decreased~~ by 30 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: *Swice*
 Contractor

Recommended by: *Richard L. Frasier, P.E.*
 Engineer/Department Head

Approved by: _____
 Finance Director

Approved by: _____
 Commissioner of Public Works

Authorized by Resolution No: _____

5/13/25
 Date

5/9/2025
 Date

 Date

 Date

 Date

FINAL WAIVER OF LIEN

For value received, we hereby waive all rights and claims for lien on land, on buildings about to be erected, being erected, erected, altered, or repaired and onto the appurtenances thereunto, for the Owner, as herein known as; **City of Racine** for work done in State of Wisconsin, County of **Racine**; for the contract known as: **2024066 2024 Sanitary Sewer Repairs**; for all labor performed and for all materials furnished in full for erection, construction, alterations or repair of land, buildings and appurtenances.

By:

County Materials

Company Name

Jackie Lopez

Signature

Jackie Lopez

Print Signature

02/23/2026

Date

MAIL ORIGINAL TO: GENESIS EXCAVATORS, INC.
1683 HEARTLAND DR.
LAKE GENEVA, WI 53147
262.206.2350

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By:

Workman Trucking LLC

Company Name



Signature

Brady Workman

Print Signature

02/25/26

Date

MAIL ORIGINAL TO: GENESIS EXCAVATORS, INC.
1683 HEARTLAND DR.
LAKE GENEVA, WI 53147
262.206.2350

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By:

Stark Pavement Corporation

Company Name



Signature

Tom Skelton

Print Signature

2/23/2026

Date

MAIL ORIGINAL TO: GENESIS EXCAVATORS, INC.
1683 HEARTLAND DR.
LAKE GENEVA, WI 53147
262.206.2350

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(Send requests, with completed form(s), to lienwaivers@oldcastle.com)

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. **THIS WAIVER ONLY APPLIES TO THE SALES ORDERS LISTED BELOW.****

Identifying Information (Required)

Name of Claimant: Oldcastle Infrastructure
Name of Customer: Genesis Excavators, Inc
Job Name: 2024066 2024 Sanitary Sewer Repairs
Job Owner: City of Racine
Job #: 2024066
Job Location: Racine, WI
All Sales Order(s) Associated with Job^{**}: 4117003-00 (\$6456.31), 4122164-00 (\$2376.18), 4128023-00 (\$~~6~~)
All PO (s) Associated with Job: n/a

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all 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 issued 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:

Dispute claims for extras in the amount of: \$ 0.00

Signatures:

Claimant's Signature:
Claimant's Title:
Date of Signature:

FINAL WAIVER OF LIEN

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By:

Payne & Dolan, Inc

Company Name


Signature

Mark Genrich
Print Signature

11-21-2024
Date

MAIL ORIGINAL TO: GENESIS EXCAVATORS, INC.
1683 HEARTLAND DR.
LAKE GENEVA, WI 53147
262.206.2350

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By:

Gleason Redi-Mix

Company Name


Signature

Tracy Jensen-Turner
Print Signature

2/23/26
Date

MAIL ORIGINAL TO: GENESIS EXCAVATORS, INC.
1683 HEARTLAND DR.
LAKE GENEVA, WI 53147
262.206.2350

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By:

Gleason Roll Off and Recycling, Inc

Company Name

Summer Heltin

Signature

Summer Heltin

Print Signature

2/25/24

Date

MAIL Original to: genesis excavators, inc.
1683 Heartland dr.
lake Geneva, wi 53147
262.206.2350

FINAL WAIVER OF LIEN

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By:

M&J Krueger Trucking

Company Name

Karen Krueger
Signature

Karen Krueger
Print Signature

3/3/2026
Date

MAIL ORIGINAL TO: GENESIS EXCAVATORS, INC.
1683 HEARTLAND DR.
LAKE GENEVA, WI 53147
262.206.2350

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By:

Mid City Corporation

Company Name

Claudia Baumann
Signature

Claudia Baumann
Print Signature

3/3/2026
Date

MAIL ORIGINAL TO: GENESIS EXCAVATORS, INC.
1683 HEARTLAND DR.
LAKE GENEVA, WI 53147
262.206.2350

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By:

Cretex Materials, Inc

Company Name


Signature

CJ Krebs - General Manager
Print Signature

2/24/2024
Date

MAIL ORIGINAL TO: GENESIS EXCAVATORS, INC.
1683 HEARTLAND DR.
LAKE GENEVA, WI 53147
262.206.2350



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. 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.

Identifying Information

Name of Claimant: Ferguson Enterprises, LLC dba Ferguson Waterworks

Name of Customer: GENESIS EXCAVATORS INC

Additional Identifying Information (If Applicable):
2024 RACINE SANITARY SEWER

Job Location: Blake Avenue & Goold Street Racine, WI 53403

Job No: WISCWW*22144

Owner: CITY OF RACINE

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all 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

Claimant's Signature: *Karen Ortiz*

Claimant's Title: Karen Ortiz, Credit Services Specialist

Date of Signature: 2026-02-24

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Karen Ortiz

Title: Credit Services Specialist



Authorized Action(s):

1. To execute and file on behalf of the Company the following: A.) Any affidavit, lien application, lien, lien waiver, payment application and release of lien necessary to preserve, protect, perfect, or remove any encumbrances in or on real or personal property. B.) Any affidavit, form or other document requested by an issuing bank in connection any check fraud investigation.

Individual's Signature: Karen Ortiz

This certificate of authorization shall be effective from the date hereof until **September 8, 2026** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2024.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **September 9, 2025**.

Ferguson Enterprises, LLC

Wesley E. Rice

Wesley E. Rice
Assistant Secretary

(Company Seal)



Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on September 9, 2025, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.

Casey R Mehlhoff
Notary - Casey Mehlhoff
My commission expires: July 31, 2026

(Notary Seal)



McCarty | Law LLP

2401 E Enterprise Avenue
Appleton, WI 54913-7887

p 920-882-4070
f 920-882-7986

www.mccartylaw.com

Writer's Direct Dial Number
920-257-2254

Writer's Email Address
kchristensen@mccarty-law.com

March 13, 2024

Re: State of Wisconsin lien waivers

To Whom It May Concern:

This law firm represents Ferguson Enterprises, LLC ("Ferguson") and its affiliates with respect to construction lien and bond-related matters in the State of **Wisconsin**. As you may be aware, Wis. Stat. §779.05, a copy of which is attached hereto, governs waivers and releases in the State of Wisconsin. Specifically, "**any** document signed by a lien claimant or potential claimant ... is valid and binding as a waiver..." pursuant to Wis. Stat. 779.05(1). Therefore, there is no legal requirement that lien waivers need to be notarized in order to be valid as no additional language exists within the statute to that effect.

Ferguson maintains certificates of authority for all lien waiver signatories, which are available upon request for verification purposes.

Therefore, Ferguson's policy as it relates to the exchange of its lien waivers will no longer contain a notarization, and based on the above, this new policy is in full compliance with Wisconsin law. If you have any questions, please feel free to contact me.

Yours very truly,

McCarty Law LLP



Kristy A. Christensen

KAC/lmr
Enclosures

West's Wisconsin Statutes Annotated
Actions and Proceedings in Special Cases (Ch. 775 to 788)
Chapter 779. Liens (Refs & Annos)
Subchapter I. Construction Liens (Refs & Annos)

W.S.A. 779.05

779.05. Waivers of lien

Currentness

(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, services, materials, plans, or specifications were performed, furnished, or procured, 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, materials, 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, materials, 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, materials, 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.

(2) A promissory note or other evidence of debt given for any lienable claim shall not be deemed a waiver of lien rights unless the note or other instrument is received as payment and expressly declares that receipt thereof is a waiver of lien rights.

Credits

<<For credits, see Historical Note field.>>

Notes of Decisions (26)

W. S. A. 779.05, WI ST 779.05

Current through 2023 Act 91, published February 1, 2024.

End of Document

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