

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

June 22, 2022

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

FROM: Tom Molbeck, Director of Parks and Recreation

RE: Final Payment, Contract 2021063, Wustum Museum & Graceland Paving, Payne & Dolan, Inc., Contractor

The work on Contract 2021063, Wustum Museum and Graceland Paving, has been completed and the contractor, Payne & Dolan, Inc., is requesting final payment. The final contract amount for all work completed is \$241,544.84.

The project was authorized by Resolution Number 0519-21 of July 20, 2021 in the amount of \$240,794.00.

Change Order No. 1 for the contract, adjusted the contract in the amount of \$750.84.

Final funding for the project is as follows:

<u>ORG OBJECT</u>	<u>Description</u>	<u>Amount</u>
45050 57110	Parks Land Improvements	\$ 241,544.84
	Total	\$ 241,544.84

Cc: Joy Hansche
File

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. 2021063

Contract Name Racine Wustum Museum and Graceland Paving

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	7/19/22	750.84	
TOTAL		750.84	0.00
Net Change by Change Orders		750.84	0.00

APPROVED AND PAYMENT AUTHORIZED:

Project Engineer _____ Date _____
Tom Mabeck
Department Head _____ Date *6-24-22*

Commissioner of Public Works _____ Date _____

Contractor Payne & Dolan
PO Box 781
Address Waukesha, WI 53187

Payment No. 2 (Final)

Period from 10/24/2021 to 11/15/2021

Original Contract Bid \$ 240,794.00

Net Change by Change Orders \$ 750.84

Contract to Date
(Including Change Orders) \$ 241,544.84

Total Work Completed to Date \$ 241,544.84

Retainage ____ % of \$ 0.00

Total Earned Less Retainage \$ 241,544.84

Less Previous Payments

#1 \$ 218,596.04

Total of Previous Payments \$ 218,596.04

CURRENT PAYMENT DUE:

\$ 22,948.80

Final Payment = \$16,928.15

Retainage = \$6,019.85

Commissioner of Public Works 730 Washington Avenue Room 304 Racine, WI 53403			Pay Estimate No. <u>2</u> Period from <u>10/24/2021</u> to <u>11/15/2021</u>			2021063 - Wustum Museum & Graceland Cemetery Paving Improvements			
Description of Work and/or Materials Stored on Site			Quantity		Unit Cost	Total Cost	Quantity	COMPLETE TO DATE	
								% Complete	Total Cost
Section 1 Wustum Museum									
1 Saw Cut Pavement			LF	75	\$5.00	\$ 375.00	75	100.00%	\$375.00
2 Remove Existing Sign & Post			EA	3	\$60.00	\$ 180.00	3	100.00%	\$180.00
3 Pulverize / Regrade / Reshape			SY	8250	\$2.40	\$ 19,800.00	8250	100.00%	\$19,800.00
4 HMA Pavement Binder, Type 3-LT 58-28S (2 1/4")			TN	1170	\$66.30	\$ 77,571.00	1179.76	100.83%	\$78,218.09
5 HMA Pavement Binder, Type 4-LT 58-28S (1 3/4")			TN	910	\$67.50	\$ 61,425.00	915.44	100.60%	\$61,792.20
6 Parking Lot / Pavement Striping			LS	1	\$4,500.00	\$ 4,500.00	1	100.00%	\$4,500.00
7 New Sign & Post			EA	3	\$825.00	\$ 2,475.00	6	200.00%	\$4,950.00
8 Topsoil / Seed / Fertilizer			SY	500	\$5.67	\$ 2,835.00	999	199.80%	\$5,664.33
9 Erosion Material - Class1, Urban, Type B			SY	500	\$2.00	\$ 1,000.00	999	199.80%	\$1,998.00
Section 2 Graceland Cemetery									
10 Strip & Salvage Topsoil			SY	200	\$18.63	\$ 3,726.00	90	45.00%	\$1,676.70
11 Saw Cut Pavement			LF	105	\$5.00	\$ 525.00	105	100.00%	\$525.00
12 Pulverize / Regrade / Reshape			SY	2950	\$3.10	\$ 9,145.00	2950	100.00%	\$9,145.00
13 Inlet Protection - Type B			EA	3	\$124.00	\$ 372.00	0	0.00%	\$0.00
14 HMA Pavement Binder, Type 4-LT 58-28S (1 3/4")			TN	560	\$71.50	\$ 40,040.00	555.6	99.21%	\$39,725.40
15 Excavation / Construction of Drainage Swale			LS	1	\$4,156.60	\$ 4,156.60	0.5	50.00%	\$2,078.30
16 Topsoil / Seed / Fertilizer			SY	1300	\$5.67	\$ 7,371.00	866	66.62%	\$4,910.22
17 Salvaged Topsoil / Seed / Fertilizer			SY	200	\$5.67	\$ 1,134.00	0	0.00%	\$0.00
18 Erosion Mat - Class 1, Urban, Type B			SY	1300	\$2.01	\$ 2,613.00	860	66.15%	\$1,728.60
19 Erosion Mat - Class 1, Urban, Type B (Swale)			LF	228	\$6.80	\$ 1,550.40	60	26.32%	\$408.00
Alternate 1 Graceland Cemetery									
A1 Saw Cut Pavement			LF	130	\$4.08	\$ 530.40		0.00%	\$0.00
A2 Pulverize / Regrade / Reshape			SY	2100	\$2.36	\$ 4,956.00		0.00%	\$0.00
A3 Inlet Protection - Type B			EA	4	\$124.00	\$ 496.00		0.00%	\$0.00
A4 HMA Pavement, Type 4 LT 58-28S			TN	400	\$67.50	\$ 27,000.00		0.00%	\$0.00
A5 Topsoil / Seed / Fertilizer			SY	810	\$5.56	\$ 4,503.60		0.00%	\$0.00
A6 Erosion Mat - Class 1, Urban, Type B			SY	810	\$2.00	\$ 1,620.00		0.00%	\$0.00
CO Undercut			SY	75	\$51.60	\$ 3,870.00	75	100.00%	\$3,870.00
TOTAL CONTRACT AMOUNT						\$ 283,770.00			\$241,544.84
Less Pay Estimate #1									\$224,615.89
TOTAL CONTRACT AMOUNT DUE PAY EST. #2									\$16,928.95
According to the best of my knowledge and belief, I certify that the work covered by this Detailed Estimate has been completed in accordance with the Contract Documents, and that the current payment shown herein is due. I further certify that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said contract up to this date have been paid in full in accordance with the requirements of said contract.									

Contractor: Payne & Dolan, Inc.

Date: 11/17/2021

By:

DocuSigned by:

Raymond A. Postolnik

(Signature of Officer, Partner, or Owner)

Title: Agent

Raymond A. Postolnik

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **November 18, 2021**

1. Claimant's Name: **Payne & Dolan, Inc.**
Claimant's Address: **1700 120th Avenue, Kenosha, WI 53144**
2. Property Improved by Contractor's Work (check one):
☒ Street address: **City of Racine Wustum Museum & Graceland Cemetery Paving Improvements**
Contract #2021063
☐ Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

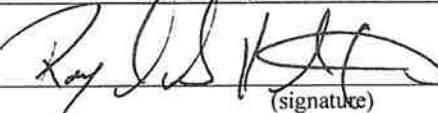
CITY OF RACINE
730 Washington Ave.
Racine, WI 53403

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)

CONTRACTOR NAME: **PAYNE & DOLAN, INC.**

By:


(signature)

Authorized Agent's Name: **Raymond A. Postotnik**

(print name of person signing above)

Title: **Agent**

Address: **1700 120th Avenue, Kenosha, WI 53144**

Telephone Number: **262-859-3081**

NOTE: This waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§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.

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
Pavement Maintenance Inc.

(Subcontractor's name)

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


Contract #20210063 - City of Racine

Wustum Museum & Graceland Cemetery Paving Improvements

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

Pulverizing

(describe).



Signature

Vice President

Title

Pavement Maintenance Inc.

Firm Name

Date of this Waiver:

November 18, 2021

TO: Commissioner of Public Works
Racine, Wisconsin

Lien Waiver (in full)

WAIVER OF CONSTRUCTION LIEN

Upon Receipt,

~~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

A.W. Oakes & Son, Inc.

(Subcontractor's name)

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

Contract #20210063 - City of Racine

Wustum Museum & Graceland Cemetery Paving Improvements

AWO #21159 / P&D #253607

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

Pavement Sawcutting

(describe).

Carol A. Ensey

Signature

Corporate Secretary

Title

A.W. Oakes & Son, Inc.

Firm Name

Date of this Waiver:

November 24 18, 2021

** This waiver and release is contingent upon the receipt of payment and final bank clearance of remittance in
the amount of \$720.00.

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

Apex Commercial Construction / Kuchner Div
(Subcontractor's name)

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

Contract #20210063 - City of Racine

Wustum Museum & Graceland Cemetery Paving Improvements

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

Erosion Control, Remove + install signs & Restoration

(describe).

Mandi Vitzonka
Signature

Controller
Title

Apex Commercial Construction
Firm Name

Date of this Waiver:

11-18, 20 21