

PAY ESTIMATE WORKSHEET

FOR 2021 CAMP VITS PARKING LOT & TRAIL

CITY OF MANITOWOC CONTRACT NO. WS-21-24

PAY ESTIMATE NO.: 5-FINAL

DATE: August 3, 2022

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$180,565.97
 CHANGE ORDER 1-FINAL: \$5,816.29
\$186,382.26

CONTRACT DATE: June 21, 2021

COMPLETION DATE: October 1, 2021

ITEM NO.	ITEM DESCRIPTION	BID UNIT	UNIT QUANTITY	PRICE	QUANTITY PREVIOUS COMPLETED	COST WORK PREVIOUS COMPLETED	QUANTITY COMPLETED TO DATE	% OF WORK COMPLETED TO DATE	COST WORK COMPLETED TO DATE	QUANTITY DIFFERENCE	COST WORK DIFFERENCE
Camp Vits Parking Lot and Trail											
1.	Mobilization	LS	1	\$15,000.00	0.85	\$12,750.00	1.00	100%	\$15,000.00	0.15	\$2,250.00
2.	Fill	CY	2,710	\$13.26	2,616.00	\$34,688.16	2,616.00	97%	\$34,688.16	0.00	\$0.00
3.	Unclassified Excavation	CY	47	\$13.26	47.00	\$623.22	47.00	100%	\$623.22	0.00	\$0.00
4.	6" C.A.B.C	TON	850	\$13.00	1,071	\$13,923.00	1,071	126%	\$13,923.00	0.00	\$0.00
5.	6" Breaker Run	TON	850	\$13.00	458	\$5,954.00	458	54%	\$5,954.00	0.00	\$0.00
6.	3 Foot wide Limestone Screening Shoulder	CY	30	\$63.10	0.0	\$0.00	49.83	166%	\$3,144.27	49.83	\$3,144.27
7.	3" HMA Pavement, Type 4LT 58-28S	TON	350	\$135.00	0	\$0.00	366.02	105%	\$49,412.70	366.02	\$49,412.70
8.	24" PVC Storm Culvert	LF	80	\$98.00	80	\$7,840.00	80	100%	\$7,840.00	0.00	\$0.00
9.	24" Culvert Endwalls	EA	2	\$1,060.00	2	\$2,120.00	2	100%	\$2,120.00	0.00	\$0.00
10.	4" Pulverized Topsoil	SY	2,056	\$4.50	2,747.12	\$12,362.04	2,747.12	134%	\$12,362.04	0.00	\$0.00
11.	Seed(Mixture No 40), Fertilizer and water	SY	2,056	\$1.20	2,747.12	\$3,296.54	2,747.12	134%	\$3,296.54	0.00	\$0.00
12.	Erosion Mat	SY	2,056	\$1.50	2,747.12	\$4,120.68	2,747.12	134%	\$4,120.68	0.00	\$0.00
13.	Silt Fence	LF	700	\$2.00	700	\$1,400.00	700	100%	\$1,400.00	0.00	\$0.00
14.	Pavement Markings Epoxy 4" (Parking stalls)	LF	221	\$15.00	0	\$0.00	271	123%	\$4,065.00	271.00	\$4,065.00
15.	Pavement Markings Epoxy, Type 1 Arrow	EA	8	\$275.00	0	\$0.00	8	100%	\$2,200.00	8.00	\$2,200.00
16.	Pavement Markings Epoxy Handicap Symbol	EA	1	\$275.00	0	\$0.00	1	100%	\$275.00	1.00	\$275.00
17.	Clearing & Grubbing Trees	LS	1	\$7,500.00	1	\$7,500.00	1	100%	\$7,500.00	0.00	\$0.00
18.	Rip Rap 12-24"	TON	15	\$63.73	5	\$318.65	5	33%	\$318.65	0.00	\$0.00
19.	Privy Prep Excavation	LS	1	\$1,750.00	1	\$1,750.00	1	100%	\$1,750.00	0.00	\$0.00
20.	Privy Backfilling & Final Grading	LS	1	\$3,231.00	1	\$3,231.00	1	100%	\$3,231.00	0.00	\$0.00
21.	Lime Screenings for 10' wide 650' Long ADA Trail	TON	150	\$43.50	168	\$7,308.00	168	112%	\$7,308.00	0.00	\$0.00
22.	Trail Construction	LS	1	\$3,850.00	1.00	\$3,850.00	1.00	100%	\$3,850.00	0.00	\$0.00
23.	Construction Staking	LS	1	\$2,000.00	1	\$2,000.00	1	100%	\$2,000.00	0.00	\$0.00
Subtotal Items 1-23											\$61,346.97
TOTAL FOR CONTRACT WS-21-24						\$125,035.29			\$186,382.26		\$61,346.97
TOTAL PAYMENT						96.4% \$120,521.14	100.0%		\$186,382.26	100.0%	\$65,861.12

NOTE: ASTERISK (*) DENOTES FINAL QUANTITY OR MEASUREMENT.

Prepared By: S.A.H. & J.M.E.

O.K. to Pay
 J.M. 8/11/22

FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned Vinton Construction Company as prime contractor, entered into a Contract with the City of Manitowoc, for the complete construction of the WS-21-24 Camp Vits Parking Lot & Trail Project in the City of Manitowoc, WI, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW, THEREFORE in consideration of final payment by the City of Manitowoc to the undersigned Vinton Construction Company, the undersigned hereby waives and releases any and all liens, claims or rights to file a lien or liens to the extent of the payment above referred to against the City of Manitowoc.

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless the City of Manitowoc, from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the contractor by its authorized representatives has caused this waiver to be signed.

This 30th day of June, 2022.



Vinton Construction Company - CONTRACTOR

Witness:



SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Century Fence Company**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **WS 21-24 Camp Vits Parking Lot & Trail** project for the **City of Manitowoc**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Century Fence Company**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its authorized representative has caused this waiver to be signed.

This first day of July, 2022

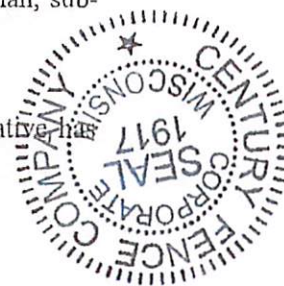
BY:



Timothy McChesney, Vice President of Operations
Century Fence Company

SUBCONTRACTOR

Witness:



SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **ESI, Ltd.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **WS 21-24 Camp Vits Parking Lot & Trail** project for the **City of Manitowoc**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **ESI, Ltd.**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its authorized representative has caused this waiver to be signed.

This 30 day of June, 22

BY: Bradley D. [Signature]

Witness: [Signature]

ESI Ltd.
SUBCONTRACTOR
PO BOX 1083
Thiensville, WI 53092

PARTIAL WAIVER OF CONSTRUCTION LIEN
§779.05, Wis. Stats.

Date: **June 30, 2022**

1. Claimant's Name: **Northeast Asphalt, Inc.**
Claimant's Address: **1524 Atkinson Drive, Green Bay, WI 54303**
2. Property Improved by Contractor's Work :
 Street address: **Manitowoc WS-21-24 Camp Vits Parking Lot, Manitowoc, WI (NEA616786)**
3. Contractor's Work furnished at the request of:

VINTON CONSTRUCTION CO
PO Box 1987
Manitowoc, WI 54221-1987
4. Waiver of lien rights, contingent upon receipt of payment, is made for :
 All Work to date of this Waiver in the amount of: **\$46,472.64**
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:

CONTRACTOR NAME: **NORTHEAST ASPHALT, INC.**

By: DocuSigned by:
Jon Wurzer
AC6F408E7E7473... DS
MH
(signature)

Authorized Agent's Name: **Jon Wurzer**
(print name of person signing above)

Title: **Agent**

Address: **1524 Atkinson Drive, Green Bay, WI 54303**

Telephone Number: **920-494-0543**

NOTE: This is a conditional waiver of lien rights in that the validity of 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.

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Kuzisaso Construction**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **WS 21-24 Camp Vits Parking Lot & Trail** project for the **City of Manitowoc**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Kuzisaso Construction**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its authorized representative has caused this waiver to be signed.

This 14th day of July, 2022

BY: Philip Mirr

Philip Mirr Kuzisaso
SUBCONTRACTOR Construction

Witness: 

Unit Cost Breakdown

City of Manitowoc

VCC Job#21086

Project: Camp Vits Parking Lot & Trail - **WS-21-24**

Contractor: Vinton Construction Company

Application Date: 07/27/22

Payment Application #: 5 FINAL

ITEM NO.	DESCRIPTION OF WORK	Scheduled-				Work Completed		This Request		Total Completed/Stored To Date		Scheduled Vs. Actual	Percent Complete
		Quantity	UOM	Unit Price	Amount	Previous Request		This Request		To Date		Add(Deduct)	
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
1	Mobilization	1.00	LS	15,000.00	\$ 15,000.00	0.85	\$ 12,750.00	0.15	\$ 2,250.00	1.00	\$ 15,000.00	0.00	100.0%
2	Fill	2,710.00	CY	13.26	\$ 35,934.60	2,616.00	\$ 34,688.16	-	\$ -	2,616.00	\$ 34,688.16	1,246.44	96.5%
3	Unclassified Excavation	47.00	CY	13.26	\$ 623.22	47.00	\$ 623.22	-	\$ -	47.00	\$ 623.22	0.00	100.0%
4	6" C.A.B.C	850.00	TON	13.00	\$ 11,050.00	1,071.00	\$ 13,923.00	-	\$ -	1,071.00	\$ 13,923.00	-2,873.00	126.0%
5	6" Breaker Run	850.00	TON	13.00	\$ 11,050.00	458.00	\$ 5,954.00	-	\$ -	458.00	\$ 5,954.00	5,096.00	53.9%
6	3 Foot wide Limestone Screening	30.00	CY	63.10	\$ 1,893.00	-	\$ -	49.83	\$ 3,144.27	49.83	\$ 3,144.27	-1,251.27	166.1%
7	3" HMA Pavement, Type 4LT 58-28S	350.00	TON	135.00	\$ 47,250.00	-	\$ -	366.02	\$ 49,412.70	366.02	\$ 49,412.70	-2,162.70	104.6%
8	24" PVC Storm Culvert	80.00	LF	98.00	\$ 7,840.00	80.00	\$ 7,840.00	-	\$ -	80.00	\$ 7,840.00	0.00	100.0%
9	24" Culvert Endwalls	2.00	EA	1,060.00	\$ 2,120.00	2.00	\$ 2,120.00	-	\$ -	2.00	\$ 2,120.00	0.00	100.0%
10	4" Pulverized Topsoil	2,056.00	SY	4.50	\$ 9,252.00	2,747.12	\$ 12,362.04	-	\$ -	2,747.12	\$ 12,362.04	-3,110.04	133.6%
11	Seed(Mixture No 40), Fertilizer and water	2,056.00	SY	1.20	\$ 2,467.20	2,747.12	\$ 3,296.54	-	\$ -	2,747.12	\$ 3,296.54	-829.34	133.6%
12	Erosion Mat	2,056.00	SY	1.50	\$ 3,084.00	2,747.12	\$ 4,120.68	-	\$ -	2,747.12	\$ 4,120.68	-1,036.68	133.6%
13	Silt Fence	700.00	LF	2.00	\$ 1,400.00	700.00	\$ 1,400.00	-	\$ -	700.00	\$ 1,400.00	0.00	100.0%
14	Pavement Markings Epoxy 4" (Parking	221.00	LF	15.00	\$ 3,315.00	-	\$ -	271.00	\$ 4,065.00	271.00	\$ 4,065.00	-750.00	122.6%
15	Pavement Markings Epoxy, Type 1 Arrow	8.00	EA	275.00	\$ 2,200.00	-	\$ -	8.00	\$ 2,200.00	8.00	\$ 2,200.00	0.00	100.0%
16	Pavement Markings Epoxy Handicap	1.00	EA	275.00	\$ 275.00	-	\$ -	1.00	\$ 275.00	1.00	\$ 275.00	0.00	100.0%
17	Clearing & Grubbing Trees	1.00	LS	7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	-	\$ -	1.00	\$ 7,500.00	0.00	100.0%
18	Rip Rap 12-24"	15.00	TON	63.73	\$ 955.95	5.00	\$ 318.65	-	\$ -	5.00	\$ 318.65	637.30	33.3%
19	Privy Prep Excavation	1.00	LS	1,750.00	\$ 1,750.00	1.00	\$ 1,750.00	-	\$ -	1.00	\$ 1,750.00	0.00	100.0%
20	Privy Backfilling & Final Grading	1.00	LS	3,231.00	\$ 3,231.00	1.00	\$ 3,231.00	-	\$ -	1.00	\$ 3,231.00	0.00	100.0%
21	Lime Screenings for 10' wide 650' Long	150.00	TON	43.50	\$ 6,525.00	168.00	\$ 7,308.00	-	\$ -	168.00	\$ 7,308.00	-783.00	112.0%
22	Trail Construction	1.00	LS	3,850.00	\$ 3,850.00	1.00	\$ 3,850.00	-	\$ -	1.00	\$ 3,850.00	0.00	100.0%
23	Construction Staking	1.00	LS	2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	-	\$ -	1.00	\$ 2,000.00	0.00	100.0%
	Total:				\$ 180,565.97		\$ 125,035.29		\$ 61,346.97		\$ 186,382.26	-5,816.30	
	Less: Retainage						\$ 4,514.15		\$ (4,514.15)		\$ -		
	Total:						\$ 120,521.14		\$ 65,861.12		\$ 186,382.26		
	Amount Previously Paid						\$ 120,521.14		\$ -		\$ 120,521.14		
	Amount Due This Request						\$ 0.00		\$ 65,861.12		\$ 65,861.12		



VINTON CONSTRUCTION COMPANY

An Equal Opportunity Employer
2705 N. Rapids Rd.
P.O. Box 1987
Manitowoc, WI 54221-1987

(920) 682-0375
Fax: (920) 682-2838

Pay App Summary Sheet

Department of Public Works
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

RE: Camp Vits Parking Lot
& Trail WS 21-24

VCC# 21086

Invoice Date: 7/27/2022

Invoice #: 21086.5 FINAL

(Pay App #5 Detail Attached)

Total Project To Date:	\$186,382.26
Retainage:	\$0.00
Less Previous Pay Requests:	<u>\$120,521.14</u>
BALANCE DUE:	<u>\$65,861.12</u>

FINAL - 4600-51200-582900