

Vinton Construction
CONTRACTOR

June 21, 2021
DATE OF CONTRACT

October 15, 2021
COMPLETION DATE

\$223,458.85
AMOUNT OF CONTRACT

Parking Lot on York Street
STREET

FROM - TO

CO#1 Extend Comp Date
 CO#2 \$1,005.00
 CO#3 **(\$3,633.24)**
 TOTAL \$220,830.61

12-15-21
Date filed with Secretary

Date approved by Board

AMOUNT RECOMMENDED

\$9,443.07

BOARD SIGNATURES

[Handwritten signatures in blue ink]

DESCRIPTION	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5		NO. 6	
	PREVIOUSLY COMPLETED	COST WORK PREVIOUSLY COMPLETED	COMPLETED TO DATE	COST WORK COMPLETED TO DATE	DIFFERENCE COLUMNS 1 & 3		DIFFERENCE COLUMNS 2 & 4	
INVOICE #: Pay App #3			SEE COMPUTER PRINTOUT					
INVOICE DATE: 10/31/2021			FOR DETAILS					
TOTALS		\$216,974.01		\$220,830.61			\$3,856.60	
PAYMENTS		\$211,387.54		\$220,830.61			\$9,443.07	
AMOUNT DUE, FINAL PAYMENT							\$9,443.07	

Date Paid _____
 Check No. _____
 Voucher No. _____
 Chg. 4419-61100-528900
32290-582900
 Copy For _____
 Council Board _____ Voucher _____

[Handwritten signature]
12-15-21
 CITY ENGINEER

PAY ESTIMATE WORKSHEET

FOR 2021 York Street Parking Lot

CITY OF MANITOWOC

CONTRACT NO. WS-21-25

PAY ESTIMATE NO.: 3-FINAL

DATE: December 15, 2021

CONTRACT DATE: June 21, 2021

COMPLETION DATE: October 15, 2021

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$223,458.85

Change Order #1: \$0.00

Change Order #2: \$1,005.00

Change Order #3-Final: (\$3,633.24)

\$220,830.61

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT 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
Parking Lot Construction											
1.	Mobilization	LS	1	\$25,000.00	1.00	\$25,000.00	1.00	100%	\$25,000.00	0.00	\$0.00
2.	Traffic Control	LS	1	\$2,000.00	1.00	\$2,000.00	1.00	100%	\$2,000.00	0.00	\$0.00
3.	Inlet Protection Type "D"	EA	3	\$150.00	3.00	\$450.00	3.00	100%	\$450.00	0.00	\$0.00
4.	Silt Fence	LF	120	\$4.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
5.	Unclassified Excavation (Pav't, Driveways)	CY	670	\$27.40	732	\$20,056.80	810	121%	\$22,194.00	78.00	\$2,137.20
6.	Clearing	ID	76	\$25.00	75	\$1,875.00	75	99%	\$1,875.00	0.00	\$0.00
7.	Grubbing	ID	76	\$25.00	75	\$1,875.00	75	99%	\$1,875.00	0.00	\$0.00
8.	Sawing Pavement (Including Curb)	LF	270	\$4.00	339	\$1,356.00	339	126%	\$1,356.00	0.00	\$0.00
9.	30" Concrete Curb and Gutter, Type D (Remove & Replace)	LF	230	\$45.00	221	\$9,945.00	221	96%	\$9,945.00	0.00	\$0.00
10.	New 30" Concrete Curb and Gutter, Type D	LF	90	\$35.00	90	\$3,150.00	90	100%	\$3,150.00	0.00	\$0.00
11.	Ribbon Curb	LF	202	\$45.00	255.6	\$11,502.00	255.6	127%	\$11,502.00	0.00	\$0.00
12.	Brick Cap Curb	LF	35	\$45.00	35.70	\$1,606.50	35.70	102%	\$1,606.50	0.00	\$0.00
13.	5" Green Window Pane Concrete Sidewalk (Remove & Replace)	SF	600	\$10.80	585	\$6,318.00	585	98%	\$6,318.00	0.00	\$0.00
14.	5" Concrete Sidewalk (Remove & Replace)	SF	1,400	\$6.90	1,557	\$10,743.30	1,557	111%	\$10,743.30	0.00	\$0.00
15.	6" Concrete Sidewalk/Driveway (Remove & Replace)	SF	518	\$7.10	535	\$3,798.50	535	103%	\$3,798.50	0.00	\$0.00
16.	4" Curb Face Sidewalk (Center Walkway)	SF	975	\$8.50	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
17.	4" Curb Face Sidewalk (Along Building)	SF	200	\$7.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
18.	Detectable Warning Field	SF	32	\$30.00	8	\$240.00	8	25%	\$240.00	0.00	\$0.00
19.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	8	\$10.00	2	\$20.00	2	25%	\$20.00	0.00	\$0.00
20.	Remove Sidewalk	SF	900	\$0.60	900	\$540.00	900	100%	\$540.00	0.00	\$0.00
21.	12" C.A.B.C.	SY	1,470	\$9.40	1,598	\$15,021.20	1,674	114%	\$15,735.60	76.00	\$714.40
22.	3" HMA Pavement, Type 4LT 58-28S (Remove & Replace)	SY	130	\$56.41	138	\$7,784.58	138	106%	\$7,784.58	0.00	\$0.00
23.	3" HMA Pavement, Type 4LT 58-28S	SY	1,910	\$26.06	1,933	\$50,373.98	1,933	101%	\$50,373.98	0.00	\$0.00
24.	6" Topsoil	SY	290	\$8.00	296	\$2,368.00	296	102%	\$2,368.00	0.00	\$0.00
25.	Seed, Fertilizer & Water	SY	290	\$12.00	312	\$3,744.00	312	108%	\$3,744.00	0.00	\$0.00
26.	Erosion Mat Class 1, Urban, Type A	SY	290	\$4.00	312	\$1,248.00	312	108%	\$1,248.00	0.00	\$0.00
27.	Decorative Stone (2-4" Granite Cobble)	SY	12	\$40.00	12	\$480.00	12	100%	\$480.00	0.00	\$0.00
28.	Furnish & Install Type 3 Inlet (2' x 3')	EA	2	\$1,950.00	2	\$3,900.00	2	100%	\$3,900.00	0.00	\$0.00
29.	Furnish & Install Standard Manhole, Type 1, Storm	VF	4	\$500.00	4.4	\$2,200.00	4.4	107%	\$2,200.00	0.00	\$0.00

PAY ESTIMATE WORKSHEET

FOR 2021 York Street Parking Lot

CITY OF MANITOWOC

CONTRACT NO. WS-21-25

PAY ESTIMATE NO.: 3-FINAL

DATE: December 15, 2021

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$223,458.85

Change Order #1: \$0.00

Change Order #2: \$1,005.00

Change Order #3-Final: (\$3,633.24)

\$220,830.61

CONTRACT DATE: June 21, 2021

COMPLETION DATE: October 15, 2021

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT 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
30.	Furnish & Install 10" PVC Pipe (SDR-35) Storm	LF	135	\$80.00	124.0	\$9,920.00	124.0 *	92%	\$9,920.00	0.00	\$0.00
31.	Furnish & Install 4" PVC Pipe (SDR-35) Storm	LF	10	\$63.00	10	\$630.00	10 *	100%	\$630.00	0.00	\$0.00
32.	Furnish and Install 6" PVC Pipe (SDR 35) Storm	LF	45	\$73.00	46	\$3,358.00	46 *	102%	\$3,358.00	0.00	\$0.00
33.	Reconnect Storm Service	EA	2	\$350.00	3	\$1,050.00	3 *	150%	\$1,050.00	0.00	\$0.00
34.	Furnish and Install Type "H" Casting (R-3067-R), Diagonal	EA	2	\$800.00	2	\$1,600.00	2 *	100%	\$1,600.00	0.00	\$0.00
35.	Furnish and Install Type "J" Casting (R-1550-A)	EA	1	\$600.00	1	\$600.00	1 *	100%	\$600.00	0.00	\$0.00
36.	Remove Storm Manhole	EA	1	\$850.00	1	\$850.00	1 *	100%	\$850.00	0.00	\$0.00
37.	Remove Storm Sewer Pipe	LF	100	\$18.00	88	\$1,584.00	88 *	88%	\$1,584.00	0.00	\$0.00
38.	Adjust Telephone Manhole	EA	1	\$600.00	0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
39.	Furnish & Install Granular Backfill Material	TON	240	\$18.00	0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
40.	Pavement Marking, Epoxy 4" Parking Stall	LF	1,340	\$3.55	1,780	\$6,319.00	1,780 *	133%	\$6,319.00	0.00	\$0.00
41.	Pavement Marking, Epoxy 4" Diagonal	LF	193	\$3.55	220	\$781.00	220 *	114%	\$781.00	0.00	\$0.00
42.	Pavement Marking, Epoxy Handicap Symbol	EA	4	\$95.00	4	\$380.00	4 *	100%	\$380.00	0.00	\$0.00
43.	Pavement Marking, Epoxy Type 1 Arrow	EA	6	\$135.00	6	\$810.00	6 *	100%	\$810.00	0.00	\$0.00
44.	Remove Pavement Marking	LF	50	\$1.95	357	\$696.15	357 *	714%	\$696.15	0.00	\$0.00
45.	Remove Lighted Signs & Posts	EA	2	\$200.00	2	\$400.00	2 *	100%	\$400.00	0.00	\$0.00
46.	Remove Posts/Bollards	EA	4	\$100.00	4.0	\$400.00	4.0 *	100%	\$400.00	0.00	\$0.00
CO #2	Remove Foundation on York St in way of Storm Swr	HR	1	\$560.00	0.0	\$0.00	1.0 *	100%	\$560.00	1.00	\$560.00
CO #2	Breakdown an old foundation wall to install C&G	EA	1	\$445.00	0.0	\$0.00	1.0 *	100%	\$445.00	1.00	\$445.00
Subtotal Items 1-46 & CO's									\$220,830.61		\$3,856.60
TOTAL FOR CONTRACT WS-21-25						\$216,974.01			\$220,830.61		\$3,856.60
TOTAL PAYMENT						95.0% \$211,387.54	100.0%		\$220,830.61	100.0%	\$9,443.07

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

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

O.K. to Pay
J.J.M. 12/14/21

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-21-25 Parking Lot Construction (York Street) 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 9th day of November, 2021.


Vinton Construction Company - CONTRACTOR

Witness: Joyce Cornils

RECEIVED

NOV 09 2021

Per 244-21

21-110

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, Barricade Flasher, Inc., as subcontractor, entered

into a Contract with Vinton Construction Company for the complete construction of the
WS-21-25 Parking Lot Construction (York Street) project in 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, Barricade Flasher, Inc., 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, sub-

contractor 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 9th day of November, 2021

BY:

Dennis Loupman

Dennis Loupman
SUBCONTRACTOR
President

Witness: [Signature]

5300

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Crowley Construction Corp.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **WS-21-25 Parking Lot Construction (York Street)** project in the City of Manitowoc, and

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

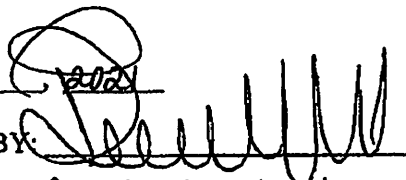
NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Crowley Construction Corp.**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton 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 10th day of November 2002

BY: 
Crowley Construction Corp.
SUBCONTRACTOR

Witness 

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Highway Landscapers, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **WS-21-25 Parking Lot Construction (York Street)** project in 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, **Highway Landscapers, Inc.**, 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 9 day of November, 2001
BY: Scott L. Binkley

Highway Landscapers Inc.
SUBCONTRACTOR

Witness: Mary Skakis

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-21-25 Parking Lot Construction (York Street) project in 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 15th day of NOVEMBER, 2021

BY: Philip Murrigan

KUZISASO CONSTRUCTION
SUBCONTRACTOR

Witness: 

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

Date: November 9, 2021

- 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: City of Manitowoc WS 21-28 Parking Lot Construction (700 Blk York St) (NEA616787)

3. Contractor's Work furnished at the request of:

VINTON CONSTRUCTION CO., INC.
PO Box 1987
Manitowoc, WI 54221-1987

- 4. Waiver of lien rights, contingent upon receipt of payment, is made for :
 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:

CONTRACTOR NAME: NORTHEAST ASPHALT INC.

By: Jon Wurzer DocuSigned by:
Jon Wurzer
AC0AF408E7E7479... Dr
(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 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, **Martell Construction, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the WS-21-25 Parking Lot Construction (York Street) project in 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, **Martell Construction, Inc.**, 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 12th day of November, 2021

BY: _____

Martell Construction, Inc.
SUBCONTRACTOR

Witness: Michelle Phillips