

VINTON CONSTRUCTION

CONTRACTOR

July 19, 2021

DATE OF CONTRACT

October 1, 2021

COMPLETION DATE

\$219,676.05

AMOUNT OF CONTRACT

NORTH 8TH STREET

STREET

FROM - TO

CO#1 Completion Date Changed
CO#2 \$1,611.40
CO#3F (\$11,083.66)
TOTAL \$210,203.79

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 #: 21096.4						
INVOICE DATE: 11/9/2021						
SEE COMPUTER PRINTOUT						
FOR DETAILS						
TOTALS		\$210,835.99		\$210,203.79		(\$632.20)
PAYMENTS		\$205,344.09		\$210,203.79		\$4,859.70
AMOUNT DUE, FINAL PAYMENT						\$4,859.70

12-15-21
Date filed with Secretary

Date approved by Board

AMOUNT RECOMMENDED

\$4,859.70

BOARD
SIGNATURES

[Handwritten signatures in blue ink]

[Handwritten signature: Marking Baska]

Date Paid

Check No.

Voucher No.

Chg. 4300-32240-582410

Copy For

Council Board Voucher

f o r

2021 N. 8th STREET NEW SIDEWALK

DATE: December 15, 2021

CITY OF MANITOWOC CONTRACT NO. WS-21-16

Contractor: Vinton Construction Co.

Contract Amount: \$219,676.05
 Change Order #1: \$0.00 Completion date change
 Change Order #2: \$1,611.40
 Change Order #3-Final: (\$11,083.66)
 Total: \$210,203.79

Contract Date: July 19, 2021
 Completion Date: October 1, 2021

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QUANTITIES	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
N. 8th Street New Sidewalk											
1.	Mobilization	LS	1	\$5,800.00	1.0	\$5,800.00	1.0 *	100.0%	\$5,800.00	0.0	\$0.00
2.	Traffic Control	LS	1	\$2,500.00	1.0	\$2,500.00	1.0 *	100.0%	\$2,500.00	0.0	\$0.00
3.	Inlet Protection Type "D"	EA	3	\$125.00	3.0	\$375.00	3.0 *	100.0%	\$375.00	0.0	\$0.00
4.	Silt Fence	LF	300	\$2.10	300.0	\$630.00	300.0 *	100.0%	\$630.00	0.0	\$0.00
5.	Unclassified Excavation	CY	523	\$44.50	502.0	\$22,339.00	502.0 *	96.0%	\$22,339.00	0.0	\$0.00
6.	Borrow Material	CY	439	\$44.50	499.0	\$22,205.50	439.0 *	100.0%	\$19,535.50	-60.0	(\$2,670.00)
7.	Sawing Concrete Pavement or Curb (Full Depth)	LF	20	\$5.00	18.5	\$92.50	18.5 *	92.5%	\$92.50	0.0	\$0.00
8.	Sawing Asphalt Pavement	LF	437	\$3.00	395.0	\$1,185.00	395.0 *	90.4%	\$1,185.00	0.0	\$0.00
9.	6" C.A.B.C	SY	176	\$4.90	44.0	\$215.60	44.0 *	25.0%	\$215.60	0.0	\$0.00
10.	Clearing	ID	33	\$20.00	71.0	\$1,420.00	71.0 *	215.2%	\$1,420.00	0.0	\$0.00
11.	Grubbing	ID	51	\$20.00	61.0	\$1,220.00	61.0 *	119.6%	\$1,220.00	0.0	\$0.00
12.	New 30" Concrete Curb and Gutter, Type D	LF	393	\$24.00	296.5	\$7,116.00	296.5 *	75.4%	\$7,116.00	0.0	\$0.00
13.	Remove Concrete Curb	LF	77	\$8.50	68.5	\$582.25	68.5 *	89.0%	\$582.25	0.0	\$0.00
14.	3/4" Epoxy Coated Tie Bars (Includes Drilling	EA	16	\$9.00	14.0	\$126.00	14.0 *	87.5%	\$126.00	0.0	\$0.00
15.	Remove and Replace 4" HMA Pavement, Type 4LT 58-28S	SY	72	\$92.11	127.0	\$11,697.97	127.0 *	176.4%	\$11,697.97	0.0	\$0.00
16.	3" HMA Pavement, Type 4LT 58-28S	SY	77	\$134.74	68.0	\$9,162.32	68.0 *	88.3%	\$9,162.32	0.0	\$0.00
17.	New 5" Concrete Sidewalk	SF	10,579	\$6.10	10,138.0	\$61,841.80	10,138.0 *	95.8%	\$61,841.80	0.0	\$0.00
18.	New 6" Concrete Sidewalk	SF	704	\$6.45	94.0	\$606.30	94.0 *	13.4%	\$606.30	0.0	\$0.00
19.	New 8" Concrete Sidewalk	SF	2,052	\$6.80	2,000.0	\$13,600.00	2,000.0 *	97.5%	\$13,600.00	0.0	\$0.00
20.	Detectable Warning Field	SF	32	\$35.00	28.0	\$980.00	28.0 *	87.5%	\$980.00	0.0	\$0.00
21.	4" Salvaged & Screened Topsoil and/or Pulveri	SY	3,981	\$4.70	3,615.0	\$16,990.50	3,615.0 *	90.8%	\$16,990.50	0.0	\$0.00
22.	Seed (Mixture No. 40), Fertilizer and Water	SY	3,981	\$1.10	3,931.0	\$4,324.10	3,931.0 *	98.7%	\$4,324.10	0.0	\$0.00
23.	Erosion Mat Class 1, Urban, Type A	SY	3,981	\$1.35	3,931.0	\$5,306.85	3,931.0 *	98.7%	\$5,306.85	0.0	\$0.00
24.	Furnish and Install Type H Casting (R-3067 Diagonal), Storm	EA	2	\$954.00	2.0	\$1,908.00	2.0 *	100.0%	\$1,908.00	0.0	\$0.00
25.	Adjust Storm Casting	EA	1	\$400.00	1.0	\$400.00	1.0 *	100.0%	\$400.00	0.0	\$0.00
26.	Pipe	LF	20	\$115.00	24.0	\$2,760.00	24.0 *	120.0%	\$2,760.00	0.0	\$0.00
27.	Furnish and Install 18" RCP Endwall	EA	1	\$1,482.00	1.0	\$1,482.00	1.0 *	100.0%	\$1,482.00	0.0	\$0.00
28.	Furnish and Install 30" RCP (CL III) Storm Pi	LF	15	\$181.00	16.0	\$2,896.00	16.0 *	106.7%	\$2,896.00	0.0	\$0.00
29.	Salvage and Install 30" RCP Endwall	EA	1	\$1,896.00	1.0	\$1,896.00	1.0 *	100.0%	\$1,896.00	0.0	\$0.00
30.	Furnish and Install 18" CMP	LF	45	\$86.20	45.0	\$3,879.00	45.0 *	100.0%	\$3,879.00	0.0	\$0.00
31.	Furnish and Install 18" CMP Endwall	EA	2	\$335.00	2.0	\$670.00	2.0 *	100.0%	\$670.00	0.0	\$0.00
32.	Remove CMP Culvert	LF	49	\$20.00	49.0	\$980.00	49.0 *	100.0%	\$980.00	0.0	\$0.00
33.	Furnish & Install Trench Backfill	TN	60	\$16.50	0.0	\$0.00	30.0 *	50.0%	\$495.00	30.0	\$495.00
34.	Furnish and Install Rip Rap (12"-24")	TN	22	\$98.00	16.0	\$1,568.00	16.0 *	72.7%	\$1,568.00	0.0	\$0.00
35.	Ditching	LF	145	\$8.14	145.0	\$1,180.30	145.0 *	100.0%	\$1,180.30	0.0	\$0.00
36.	Adjust 5" Water Valve	EA	2	\$250.00	0.0	\$0.00	0.0 *	0.0%	\$0.00	0.0	\$0.00
37.	Pavement Marking, Epoxy 12" Crosswalk	LF	86	\$15.75	0.0	\$0.00	0.0 *	0.0%	\$0.00	0.0	\$0.00
38.	Pavement Marking, Epoxy 18" Stop Bar	LF	20	\$22.50	0.0	\$0.00	0.0 *	0.0%	\$0.00	0.0	\$0.00
39.	Pavement Marking, Epoxy PED Words	LS	1.00	\$550.00	1.0	\$550.00	1.0 *	100.0%	\$550.00	0.00	\$0.00
40.	Pavement Marking, Epoxy PED Symbol	LS	1.00	\$350.00	1.0	\$350.00	1.0 *	100.0%	\$350.00	0.00	\$0.00
CO#2	Pavement Marking, Yellow, 8" Diagonal	LF	55.00	\$9.80	0.0	\$0.00	48.0 *	87.3%	\$470.40	48.00	\$470.40
CO#2	Pavement Marking, White, 8" Channel	LF	383.00	\$2.80	0.0	\$0.00	383.0 *	100.0%	\$1,072.40	383.00	\$1,072.40
Sub-Total for New Sidewalk						\$210,835.99			\$210,203.79		(\$632.20)
TOTAL FOR CONTRACT WS-21-16						\$210,835.99			\$210,203.79		(\$632.20)

PAYMENTS					97.4%	\$205,344.09	100.0%	\$210,203.79	100.0%	\$4,859.70	

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

Prepared by: JME & SAH

*O.K. to Pay
J.M. 12/9/21*



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

INVOICE

City of Manitowoc
 900 Quay Street
 Manitowoc, WI 54220

RE: WS-21-16
 N. 8th St. Sidewalk

Terms: Net-30

VCC# 21096

Invoice Date: 11/9/21

INVOICE #: 21096.4

ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
Work completed thru October 31, 2021 N. 8th Street Sidewalk, Manitowoc <u>Pay App#4 - FINAL</u>					
1	1.00	LS	Mobilization	5,800.00	5,800.00
2	1.00	LS	Traffic Control	2,500.00	2,500.00
3	3.00	EA	Inlet Protection Type "D"	125.00	375.00
4	300.00	LF	Silt Fence	2.10	630.00
5	502.00	CY	Unclassified Excavation	44.50	22,339.00
6	439.00	CY	Borrow Material	44.50	19,535.50
7	18.50	LF	Sawing Concrete Pvt or Curb (Full Depth)	5.00	92.50
8	395.00	LF	Sawing Asphalt Pvt	3.00	1,185.00
9	44.00	SY	6" C.A.B.C	4.90	215.60
10	71.00	ID	Clearing	20.00	1,420.00
11	61.00	ID	Grubbing	20.00	1,220.00
12	296.50	LF	New 30" Concrete C&G, Type D	24.00	7,116.00
13	68.50	LF	Remove Concrete Curb	8.50	582.25
14	14.00	EA	3/4" Epoxy Coated Tie Bars (Incl Drilling)	9.00	126.00
15	127.00	SY	R&R 4" HMA Pvt, Type 4LT 58-28S	92.11	11,697.97
16	68.00	SY	3" HMA Pvt, Type 4LT 58-28S	134.74	9,162.32
17	10,138.00	SF	New 5" Concrete Sidewalk	6.10	61,841.80
18	94.00	SF	New 6" Concrete Sidewalk	6.45	606.30
19	2,000.00	SF	New 8" Concrete Sidewalk	6.80	13,600.00
20	28.00	SF	Detectable Warning Field	35.00	980.00
21	3,615.00	SY	4" Salvaged/Screened Topsoil and/or Pulvd	4.70	16,990.50
22	3,931.00	SY	Seed (Mix #40), Fertilizer & Water	1.10	4,324.10
23	3,931.00	SY	Erosion Mat Class 1, Urban, Type A	1.35	5,306.85
24	2.00	EA	F&I Type H Casting (R-3067 Dia), Storm	954.00	1,908.00
25	1.00	EA	Adjust Storm Casting	400.00	400.00
26	24.00	LF	F&I 18" RCP (CL III) Storm Pipe	115.00	2,760.00

Invoice Date: 11/9/21

INVOICE #: 21096.4

ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
27	1.00	EA	F&I 18" RCP Endwall	1,482.00	1,482.00
28	16.00	LF	F&I 30" RCP (CL III) Storm Pipe	181.00	2,896.00
29	1.00	EA	Salvage/Install 30" RCP Endwall	1,896.00	1,896.00
30	45.00	LF	F&I 18" CMP	86.20	3,879.00
31	2.00	EA	F&I 18" CMP Endwall	335.00	670.00
32	49.00	LF	Remove CMP Culvert	20.00	980.00
33	30.00	TN	Furnish & Install Trench Backfill	16.50	495.00
34	16.00	TN	F&I Rip Rap (12"-24")	98.00	1,568.00
35	145.00	LF	Ditching	8.14	1,180.30
36	0.00	EA	Adjust 5" Water Valve	250.00	0.00
37	0.00	LF	Pvt Marking, Epoxy 12" Crosswalk	15.75	0.00
38	0.00	LF	Pvt Marking, Epoxy 18" Stop Bar	22.50	0.00
39	1.00	LS	Pvt Marking, Epoxy PED Words	550.00	550.00
40	1.00	LS	Pvt Marking, Epoxy PED Symbol	350.00	350.00
CO#2	48.00	LF	8" White Diagonal Paint	9.80	470.40
CO#2	383.00	LF	8" White Channel Paint	2.80	<u>1,072.40</u>

Total Due: 210,203.79

Less: Pay Request #1 (62,453.24)
 Less: Pay Request #2 (125,927.78)
 Less: Pay Request #3 (16,963.07)

Balance Due: 4,859.70

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-21-16 Sidewalk on N. 8th 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

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, Brickline, Inc., as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the WS-21-16 Sidewalk on N. 8th 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, Brickline, 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

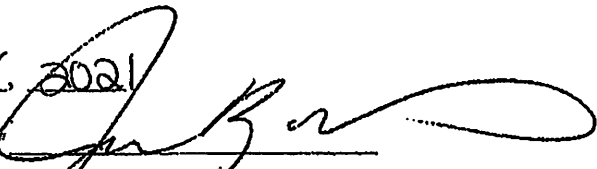
The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully 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 10th day of November, 2021

BY



Jesse Brick, President
SUBCONTRACTOR

Witness:

Sara Schmitt

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-21-16 Sidewalk on N. 8th 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, 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 11 day of November, 2021

BY: 

ESI Ltd
SUBCONTRACTOR
PO Box 163
Thiensville, WI 53092

Witness: 

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-21-16 Sidewalk on N. 8th 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 Miralga

KUZISASO CONSTRUCTION
SUBCONTRACTOR

Witness: 

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: November 10, 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-21-16 Sidewalks N. 8th Street, Manitowoc, WI (NEA616910)

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 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:

ACCAF408E7E7473... (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, **Warning Lites of Appleton, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **WS-21-16 Sidewalk on N. 8th 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, **Warning Lites of Appleton, 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 11th day of November, 2021

BY: 

Warning Lites of Appleton, Inc.
SUBCONTRACTOR

Witness: 