

Contractor: Vinton Construction Company	CONTRACT AMOUNT: \$44,478.20	CONTRACT DATE: April 6, 2015
	Change Order #1 (Final): \$716.55	COMPLETION DATE: September 1, 2015
	<u>\$45,194.75</u>	

ITEM NO.	ITEM DESCRIPTION	BID UNIT	UNIT PRICE	QUANTITY PREVIOUSLY COMPLETED	COST WORK PREVIOUSLY COMPLETED	QUANTITY COMPLETED TO DATE	% OF WORK COMPLETED TO DATE	COST WORK COMPLETED TO DATE	QUANTITY DIFFERENCE	COST WORK DIFFERENCE	
YORK ST. & N. 7TH ST. - HARBORSIDE RESTAURANT											
1.	Traffic Control	LS	1	\$5,500.00	1.0	\$5,500.00	1.0 *	100%	\$5,500.00	0.00	\$0.00
2.	Inlet Protection, Type C	EA	1	\$30.00	1	\$30.00	1 *	100%	\$30.00	0.00	\$0.00
3.	30" Concrete Curb & Gutter, Type "D" (Rem & Repl)	LF	119	\$30.00	100	\$3,000.00	122 *	103%	\$3,660.00	22.00	\$660.00
4.	30" Concrete Curb & Gutter, Type "A" (Rem & Repl)	LF	118	\$30.00	100	\$3,000.00	116 *	98%	\$3,480.00	16.00	\$480.00
5.	6" Concrete Sidewalk/Driveway (Rem & Repl)	SF	280	\$6.95	233	\$1,619.35	233 *	83%	\$1,619.35	0.00	\$0.00
6.	Furnish & Install Detectable Warning Fields	S	8	\$30.00	8	\$240.00	8 *	100%	\$240.00	0.00	\$0.00
7.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	54	\$7.00	31	\$217.00	38 *	70%	\$266.00	7.00	\$49.00
8.	Sawing Pavement (Partial Depth)	LF	92	\$3.00	75	\$225.00	82 *	89%	\$246.00	7.00	\$21.00
9.	Sawing Pavement (Full Depth) Asphalt, Swk. or Conc.	LF	290	\$2.50	250	\$625.00	290 *	100%	\$725.00	40.00	\$100.00
10.	Removing Concrete Pavement	SY	40	\$10.00	40	\$400.00	46 *	115%	\$460.00	6.00	\$60.00
11.	Removing Asphalt Pavement	SY	159	\$5.00	140	\$700.00	160 *	101%	\$800.00	20.00	\$100.00
12.	Removing Concrete Sidewalk	SF	869	\$0.80	743	\$594.40	743 *	86%	\$594.40	0.00	\$0.00
13.	Removing Existing Posts	EA	2	\$150.00	2	\$300.00	2 *	100%	\$300.00	0.00	\$0.00
14.	Furnish & Install 7" Concrete Base Course	SY	40	\$49.00	35	\$1,715.00	46 *	115%	\$2,254.00	11.00	\$539.00
15.	Furnish & Install 3" HMA Pavement, Type K-1	Y	180	\$43.00	150	\$6,450.00	181 *	101%	\$7,783.00	31.00	\$1,333.00
16.	Furnish & Install 4" Limestone Screenings	TON	17	\$45.00	5	\$225.00	12 *	71%	\$540.00	7.00	\$315.00
17.	Furnish & Install 3/4" CABC-6" thick under asphalt & concrete base course	TON	33	\$15.00	20	\$300.00	60 *	182%	\$900.00	40.00	\$600.00
18.	Furnish & Install 6" PVC Building Storm Sewer (SDR-35)	LF	24	\$37.50	20	\$750.00	28 *	117%	\$1,050.00	8.00	\$300.00
19.	Pavement Marking, Parking Stall, 4-Inch, White, Latex	LF	138	\$2.00	130	\$260.00	135 *	98%	\$270.00	5.00	\$10.00
Subtotal (Items 1-19)					\$26,150.75			\$30,717.75		\$4,567.00	

RIVERVIEW DR.											
ITEM NO.	ITEM DESCRIPTION	BID UNIT	UNIT PRICE	QUANTITY PREVIOUSLY COMPLETED	COST WORK PREVIOUSLY COMPLETED	QUANTITY COMPLETED TO DATE	% OF WORK COMPLETED TO DATE	COST WORK COMPLETED TO DATE	QUANTITY DIFFERENCE	COST WORK DIFFERENCE	
20.	Traffic Control	LS	1	\$3,000.00	1.0	\$3,000.00	1.0 *	100%	\$3,000.00	0.00	\$0.00
21.	Inlet Protection, Type C	EA	1	\$50.00	1	\$50.00	2 *	200%	\$100.00	1.00	\$50.00
22.	Grubbing	ID	24	\$20.00	24	\$480.00	24 *	100%	\$480.00	0.00	\$0.00
23.	30" Concrete Curb & Gutter, Type "A" (Rem & Repl)	LF	166	\$30.00	166	\$4,980.00	166 *	100%	\$4,980.00	0.00	\$0.00
24.	30" Concrete Curb & Gutter, Type "D" (Rem & Repl)	LF	7	\$30.00	6	\$180.00	6 *	86%	\$180.00	0.00	\$0.00
25.	7" Concrete Pavement (Rem & Repl)	SY	20	\$65.00	20	\$1,300.00	21 *	105%	\$1,365.00	1.00	\$65.00
26.	3" HMA Pavement, Type K-1 (Rem & Repl)	SY	20	\$81.00	21	\$1,701.00	21 *	105%	\$1,701.00	0.00	\$0.00
27.	3/4" Crushed Aggregate Base Course	TON	15	\$15.00	10	\$150.00	18 *	120%	\$270.00	8.00	\$120.00
28.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	80	\$7.00	72	\$504.00	72 *	90%	\$504.00	0.00	\$0.00
29.	Sawing Existing Pavement	LF	32	\$3.00	31	\$93.00	31 *	97%	\$93.00	0.00	\$0.00
30.	Sawing Concrete Pavement, Full Depth	LF	198	\$3.00	194	\$582.00	194 *	98%	\$582.00	0.00	\$0.00
31.	3" Pulverized Topsoil	SY	32	\$20.00	32	\$640.00	47 *	147%	\$940.00	15.00	\$300.00
32.	Seed (#40) and Fertilizer	SY	32	\$1.00	32	\$32.00	47 *	147%	\$47.00	15.00	\$15.00
33.	Erosion Mat Class 1, Urban, Type A	SY	32	\$5.00	32	\$160.00	47 *	147%	\$235.00	15.00	\$75.00
Subtotal (Items 20-33)					\$13,852.00			\$14,477.00		\$625.00	

TOTAL FOR CONTRACT WS-15-10					\$40,002.75			\$45,194.75		\$5,192.00
TOTAL PAYMENT				97.2%	\$38,890.80	100.0%		\$45,194.75	100.0%	\$6,303.95

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

ADDENDUM : _____

OIL SAH 7/29/15

Section Title

Contract WS-15-10 2015 Curb Replacement York St. & N. 7th St.-Harborsde Restaurant

* Final Estimate

#	Item Description	UofM	Quantity	Unit Price	Ext Price
1	Traffic Control	LS	1.00	\$5,500.00	\$5,500.00
2	Inlet Protection, Type C	EA	1.00	\$30.00	\$30.00
3	30" Concrete Curb & Gutter, Type "D" (Remove & Replace)	LF	122.00	\$30.00	\$3,660.00
4	30" Concrete Curb & Gutter, Type "A" (Remove & Replace)	LF	116.00	\$30.00	\$3,480.00
5	6" Concrete Sidewalk/Driveway (Remove & Replace)	SF	233.00	\$6.95	\$1,619.35
6	Furnish & Install Detectable Warning Fields	SF	8.00	\$30.00	\$240.00
7	3/4" Epoxy Coated Tie Bars (Incl. Drilling)	EA	38.00	\$7.00	\$266.00
8	Sawing Pavement (Partial Depth)	LF	82.00	\$3.00	\$246.00
9	Sawing Pavement (Full Depth) Asphalt, Sidewalk or Concrete	LF	290.00	\$2.50	\$725.00
10	Removing Concrete Pavement	SY	46.00	\$10.00	\$460.00
11	Removing Asphalt Pavement	SY	160.00	\$5.00	\$800.00
12	Removing Concrete Sidewalk	SF	743.00	\$0.80	\$594.40
13	Removing Existing Posts	EA	2.00	\$150.00	\$300.00
14	Furnish & Install 7" Concrete Base Course	SY	46.00	\$49.00	\$2,254.00
15	Furnish & Install 3" HMA Pavement - Type E-1	SY	181.00	\$43.00	\$7,783.00
16	Furnish & Install 4" Limestone Screenings	TON	12.00	\$45.00	\$540.00
17	Furnish & Install 3/4" CABC-6" thick under asphalt & concrete base course	TON	60.00	\$15.00	\$900.00
18	Furnish & Install 6" PVC Building Storm Sewer (SDR-35)	LF	28.00	\$37.50	\$1,050.00
19	Pavement Marking, Parking Stall, 4-Inch, White, Latex	LF	135.00	\$2.00	\$270.00
TOTAL					\$30,717.75

Riverview Drive

20	Traffic Control	LS	1.00	\$3,000.00	\$3,000.00
21	Inlet Protection, Type C	EA	2.00	\$50.00	\$100.00
22	Grubbing	ID	24.00	\$20.00	\$480.00
23	30" Concrete Curb & Gutter, Type "A" (Remove & Replace)	LF	166.00	\$30.00	\$4,980.00
24	30" Concrete Curb & Gutter, Type "D" (Remove & Replace)	LF	6.00	\$30.00	\$180.00
25	7" Concrete Pavement (Remove & Replace)	SY	21.00	\$65.00	\$1,365.00
26	3" H.M.A. Pavement, Type E-1 (Remove & Replace)	SY	21.00	\$81.00	\$1,701.00

ADDENDUM : _____

27	3/4" Crushed Aggregate Base Course	TON	18.00	\$15.00	\$270.00	
28	3/4" Epoxy Coated Tie Bars (Incl. Drilling)	EA	72.00	\$7.00	\$504.00	
29	Sawing Existing Pavement	LF	31.00	\$3.00	\$93.00	
30	Sawing Concrete Pavement, Full Depth	LF	194.00	\$3.00	\$582.00	
31	3" Pulverized Topsoil	SY	47.00	\$20.00	\$940.00	
32	Seed (#40) and Fertilizer	SY	47.00	\$1.00	\$47.00	
33	Erosion Mat Class 1, Urban, Type A	SY	47.00	\$5.00	\$235.00	
				TOTAL	\$14,477.00	
			GRAND TOTAL		\$45,194.75	

FINAL QUANTITIES
FOR

2015 CONCRETE CURB AND GUTTER REPLACEMENT

CITY OF MANITOWOC

CONTRACT NO. WS-15-10

ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	FINAL QUANTITY	
YORK & NORTH 7TH ST. - HARBORSIDE RESTAURANT					
1.	Traffic Control	LS	1	1	
2.	Inlet Protection, Type C	EA	1	1	
3.	30" Concrete Curb & Gutter, Type "D" (Remove & Replace)	LF	119	122	
4.	30" Concrete Curb & Gutter, Type "A" (Remove & Replace)	LF	118	116	
5.	6" Concrete Sidewalk/Driveway (Remove & Replace)	SF	280	233	
6.	Furnish & Install Detectable Warning Fields, (Neenah Model No. R-4984, Yellow)	SF	8	8	
7.	3/4" Epoxy Coated Tie Bars (Incl. Drilling)	EA	54	38	
8.	Sawing Existing Pavement (Partial Depth)	LF	92	82	
9.	Sawing Pavement (Full Depth) asphalt, sidewalk or concrete	LF	290	290	Added 17' for resawing
10.	Removing Concrete Pavement	SY	40	46	
11.	Removing Asphalt Pavement	SY	159	160	
12.	Removing Concrete Sidewalk	SF	869	743	
13.	Removing Existing Posts	EA	2	2	
14.	Furnish & Install 7" Concrete Base Course	SY	40	46	
15.	Furnish & Install 3" HMA Pavement - Type E-1	SY	180	181	
16.	Furnish & Install 4" Limestone Screenings	TON	17	12	
17.	Furnish & Install 3/4" C.A.B.C.-6" thick under asphalt & concrete base course	TON	33	60	
18.	Furnish & Install 6" PVC Building Storm Sewer (SDR-35)	LF	24	28	
19.	Pavement Marking, Parking Stall, 4-Inch, White, Latex	LF	138	135	

RIVERVIEW DRIVE					
20.	Traffic Control	LS	1	1	
21.	Inlet Protection, Type C	EA	1	2	
22.	Grubbing	ID	24	24	
23.	30" Concrete Curb & Gutter, Type "A" (Remove & Replace)	LF	166	166	
24.	30" Concrete Curb & Gutter, Type "D" (Remove & Replace)	LF	7	6	
25.	7" Concrete Pavement (Remove & Replace)	SY	20	21	
26.	3" H.M.A. Pavement, Type E-1 (Remove & Replace)	SY	20	21	
27.	3/4" Crushed Aggregate Base Course	TON	15	18	
28.	3/4" Epoxy Coated Tie Bars (Incl. Drilling)	EA	80	72	
29.	Sawing Existing Pavement	LF	32	31	
30.	Sawing Concrete Pavement, Full Depth	LF	198	194	
31.	3" Pulverized Topsoil	SY	32	47	
32.	Seed (#40) and Fertilizer	SY	32	47	
33.	Erosion Mat Class 1, Urban, Type A	SY	32	47	

#45,194.75

CONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, Vinton Construction Company, as contractor, entered into a Contract with the City of Manitowoc for the complete construction of the Manitowoc 2015 Concrete Curb & Gutter Construction #WS-15-10, 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 any lien or liens to the extent of the payment above referred to against the City of Manitowoc, and

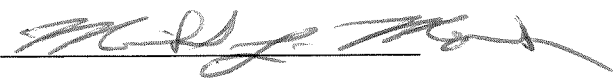
The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully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

The undersigned further agrees to save harmless the City of Manitowoc, 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 14th day of September, 2015

BY:


VINTON CONSTRUCTION COMPANY
CONTRACTOR

Witness:

Joyce Cornils

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **August 27, 2015**

1. Claimant's Name: Northeast Asphalt, Inc.
Claimant's Address: 1524 Atkinson Drive, Green Bay, WI 54303

2. Property Improved by Contractor's Work:
 Legal description: C/O Manitowoc WS-15-10 York/N 7th

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

VINTON CONSTRUCTION COMPAY
PO Box 1987
Manitowoc WI 54221-1987

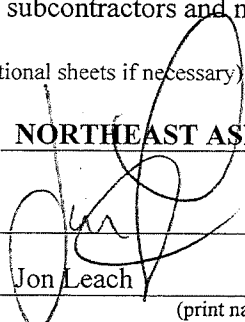
4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

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: NORTHEAST ASPHALT, INC.

By: 
(signature)

Authorized Agent's Name: Jon Leach
(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 Arrow Pavement Maintenance Inc., as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the Manitowoc 2015 Concrete Curb & Gutter Construction #WS-15-10, 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 Arrow Pavement Maintenance 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 7 day of September 2015

BY: *Clyde Johnson*

ARROW MAINTENANCE INC.
SUBCONTRACTOR

Witness: _____

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned Barricade Flasher Service, Inc., as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the Manitowoc 2015 Concrete Curb & Gutter Construction #WS-15-10, 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 Service, 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 8 day of Sept, 2015

BY: Susan Healy
Barricade Flasher
SUBCONTRACTOR

Witness: Adam S. Seaton

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned Double D Landscape, LLC., as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the Manitowoc 2015 Concrete Curb & Gutter Construction #WS-15-10, 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 Double D Landscape, LLC 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 14 day of September 2015

BY: Melissa Pellman
Double D Landscape LLC
SUBCONTRACTOR

Witness: [Signature]