

Vinton Construction  
CONTRACTOR

April 19, 2021  
DATE OF CONTRACT

August 2, 2021  
COMPLETION DATE

\$435,395.59  
AMOUNT OF CONTRACT

CO#1 \$2,210.35  
 CO#2 (\$80,486.82)

Broadway Street - Slab Replacements  
STREET

FROM - TO

TTL \$357,119.12

DESCRIPTION	NO. 1 PREVIOUSLY COMPLETED	NO. 2 COST WORK PREVIOUSLY COMPLETED	NO. 3 COMPLETED TO DATE	NO. 4 COST WORK COMPLETED TO DATE	NO. 5 DIFFERENCE COLUMNS 1 & 3	NO. 6 DIFFERENCE COLUMNS 2 & 4
	SEE COMPUTER PRINTOUT FOR DETAILS					
TOTALS		\$352,297.92		\$357,119.12		\$4,821.20
PAYMENTS (100%)		\$341,413.03		\$357,119.12		\$15,706.09
AMOUNT DUE, FINAL PAYMENT						\$15,706.09

11-30-21  
Date filed with Secretary  
 Date approved by Board

AMOUNT RECOMMENDED  
**\$15,706.09**

BOARD SIGNATURES

*Mackenzie Baker*

Date Paid  
 Check No.  
 Voucher No.  
 Chg. 4300-32290-582320-Concr 13817.02  
 4200-32320-582500-Storm 1682.20  
 6300-71100-582600-Sanitary 206.87  
 Total \$15,706.09

*[Signature]*  
 11-30-21 CITY ENGINEER

Copy For  
 Council Board Voucher

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$435,395.59  
 CHANGE ORDER #1: \$2,210.35  
 CHANGE ORDER #2-FINAL: (\$80,486.82)  
 \$357,119.12

CONTRACT DATE: April 19, 2021

COMPLETION DATE: August 2, 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
Concrete Paving - Broadway Street (Concrete & Concrete Slabs)											
1.	Mobilization	LS	1	\$22,400.00	0.90	\$20,160.00	1.00	100%	\$22,400.00	0.10	\$2,240.00
2.	Traffic Control	LS	1	\$2,600.00	1.00	\$2,600.00	1.00	100%	\$2,600.00	0.00	\$0.00
3.	Traffic Control Detour	LS	1	\$1,500.00	1.00	\$1,500.00	1.00	100%	\$1,500.00	0.00	\$0.00
4.	Inlet Protection Type "D"	EA	14	\$87.20	14	\$1,220.80	14	100%	\$1,220.80	0.00	\$0.00
5.	Furnish & Install & Remove Stone Ditch Bag	EA	12	\$16.10	12	\$193.20	12	100%	\$193.20	0.00	\$0.00
6.	Clearing	ID	89	\$20.00	93.0	\$1,860.00	93.0	104%	\$1,860.00	0.00	\$0.00
7.	Grubbing	ID	89	\$20.00	93	\$1,860.00	93	104%	\$1,860.00	0.00	\$0.00
8.	Unclassified Excavation (Incl. Pavement, Curb & Asphalt)	CY	2,722	\$18.05	2,340	\$42,237.00	2,444	90%	\$44,114.20	104.00	\$1,877.20
9.	Sawing Concrete, Full Depth	LF	378	\$3.00	342	\$1,026.00	342	90%	\$1,026.00	0.00	\$0.00
10.	Sawing Asphalt Driveway, Full Depth	LF	24	\$3.00	24	\$72.00	24	100%	\$72.00	0.00	\$0.00
11.	Sawing Concrete Sidewalk, Full Depth	LF	66	\$3.00	50	\$150.00	50	76%	\$150.00	0.00	\$0.00
12.	8" Concrete Pavement w/Integral Curb (Doweled)	SY	3,382	\$48.92	2,904	\$142,063.68	2,904	86%	\$142,063.68	0.00	\$0.00
13.	8" H.E.S. Concrete Pavement w/Integral Curb (7-Bag) at N. 41st St.	SY	263	\$72.00	261	\$18,792.00	268	102%	\$19,296.00	7.00	\$504.00
14.	8" Crushed Aggregate Base Course	SY	4,053	\$4.90	3,279	\$16,067.10	3,279	81%	\$16,067.10	0.00	\$0.00
15.	6" Crushed Aggregate Base Course at N. 41st St.	SY	267	\$0.01	265	\$2.65	265	99%	\$2.65	0.00	\$0.00
16.	8" Breaker Run Stone Material (6" & Down)	SY	3,756	\$4.90	3,641	\$17,840.90	3,641	97%	\$17,840.90	0.00	\$0.00
17.	Undistributed Geo-Grid	SY	3,756	\$2.25	3,340	\$7,515.00	3,340	89%	\$7,515.00	0.00	\$0.00
18.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	125	\$8.00	111	\$888.00	111	89%	\$888.00	0.00	\$0.00
19.	1-1/4" Epoxy Coated Dowel Bars (Includes Drilling)	EA	72	\$12.00	29	\$348.00	29	40%	\$348.00	0.00	\$0.00
20.	30" Concrete Curb and Gutter - Type "A"	LF	522	\$16.50	523	\$8,629.50	523	100%	\$8,629.50	0.00	\$0.00
21.	Remove and Replace 6" Concrete Sidewalk w/ 2" CABC	SF	1,138	\$7.00	657	\$4,599.00	657	58%	\$4,599.00	0.00	\$0.00
22.	Detectable Warning Fields	SF	56.00	\$28.00	40	\$1,120.00	40	71%	\$1,120.00	0.00	\$0.00
23.	New 6" H.M.A., Type 4LT 58-28S (RR Crossing)	SY	297	\$74.34	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
24.	Remove and Replace 3" H.M.A., Type 4LT 58-28S w/2" CABC (Driveway)	SY	44	\$142.70	50	\$7,135.00	50	114%	\$7,135.00	0.00	\$0.00
25.	Tack Coat	GAL	17	\$3.89	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
26.	3" Pulverized Topsoil	SY	934	\$5.91	589.00	\$3,480.99	589.00	63%	\$3,480.99	0.00	\$0.00
27.	Seed (Mixture No. 40), Fertilizer & Water	SY	934	\$1.52	589	\$895.28	589	63%	\$895.28	0.00	\$0.00



PAY ESTIMATE WORKSHEET

FOR 2021 CONCRETE PAVING IV- Broadway St.

CITY OF MANITOWOC CONTRACT NO. WS-21-10

PAY ESTIMATE NO.: 5-FINAL

DATE: December 1, 2021

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$435,395.59  
 CHANGE ORDER #1: \$2,210.35  
 CHANGE ORDER #2-FINAL: (\$80,486.82)  
 \$357,119.12

CONTRACT DATE: April 19, 2021

COMPLETION DATE: August 2, 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
Concrete Paving - Broadway Street (Concrete & Concrete Slabs)											
28.	Erosion Mat, Urban Class 1, Type A	SY	934	\$1.78	589	\$1,048.42	589	63%	\$1,048.42	0.00	\$0.00
29.	Ditching	LF	25	\$28.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
30.	Triumph Elm Tree 2" - 2 1/2" B&B	EA	3	\$318.00	3	\$954.00	3	100%	\$954.00	0.00	\$0.00
31.	Baumann Horse Chestnut Tree 2" - 2 1/2" B&B	EA	3	\$383.00	3.0	\$1,149.00	3.0	100%	\$1,149.00	0.00	\$0.00
32.	Pavement Marking, Epoxy, 4-Inch	LF	5,380	\$1.35	5,413	\$7,307.55	5,413	101%	\$7,307.55	0.00	\$0.00
33.	Pavement Marking, Crosswalk, Epoxy, 12-Inch Bars, Alt. (Form #905A)	LF	96.00	\$12.75	84.00	\$1,071.00	84.00	88%	\$1,071.00	0.00	\$0.00
34.	Pavement Marking, Railroad Crossing Epoxy	EA	2	\$650.00	2	\$1,300.00	2	100%	\$1,300.00	0.00	\$0.00
Subtotal Items 1-34						\$315,086.07			\$319,707.27		\$4,621.20
Storm Sewer - Broadway Street (Concrete & Concrete Slabs)											
35.	Remove Existing Storm Sewer Pipe	LF	179	\$4.50	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
36.	Removing Storm Manholes	EA	1.00	\$350.00	0.00	\$0.00	0.00	0%	\$0.00	0.00	\$0.00
37.	Furnish & Install 6" PVC Underdrain Pipe W/Sock (SDR-35)	LF	391.00	\$47.00	411.50	\$19,340.50	411.50	105%	\$19,340.50	0.00	\$0.00
38.	Furnish & Install 12" R.C.P. Class III, Storm Sewer	LF	43.00	\$62.60	0.00	\$0.00	0.00	0%	\$0.00	0.00	\$0.00
39.	Furnish & Install 14" x 23" R.C.P. H.E. Class III, Storm Sewer	LF	111	\$83.90	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
40.	Furnish & Install 14" x 23" R.C.P. H.E. Class I	EA	1	\$940.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
41.	Re-Attach 18" RCP Endwall (Includes 2 sets of p	LS	1.00	\$770.00	0.00	\$0.00	0.00	0%	\$0.00	0.00	\$0.00
42.	Stone Trench (Form #428A)	LF	48	\$25.00	44	\$1,100.00	44	92%	\$1,100.00	0.00	\$0.00
43.	Stone Trench (2' Wide x 2' Deep)	LF	275	\$22.75	444	\$10,101.00	444	161%	\$10,101.00	0.00	\$0.00
44.	Furnish & Install Non-Standard Manhole, Type 7	VF	2.67	\$884.00	0.00	\$0.00	0.00	0%	\$0.00	0.00	\$0.00
45.	Furnish & Install Type "H" Casting (R-3290-A),	EA	2	\$923.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
46.	Furnish & Install Type "H" Casting (R-3067-R), Diagonal, Storm	EA	5	\$915.00	4	\$3,660.00	4	80%	\$3,660.00	0.00	\$0.00
47.	Furnish & Install Trench Backfill	TON	15	\$15.50	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
48.	Clean 18" Storm Sewer	LF	119	\$10.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
Subtotal Items 35-48						\$34,201.50			\$34,201.50		\$0.00
Sanitary Sewer - Broadway Street (Concrete & Concrete Slabs)											
49.	Adjust Existing 5" Sanitary Sewer Valve Box Cover	EA	2	\$200.00	1	\$200.00	2	100%	\$400.00	1.00	\$200.00
50.	Adjust Sanitary Sewer Manhole Cover	EA	1	\$400.00	1	\$400.00	1	100%	\$400.00	0.00	\$0.00
51.	Furnish & Install Type "J" Casting (R-1550-A), with "T" Gasket	EA	1	\$750.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
Subtotal Items 49-51						\$600.00			\$800.00		\$200.00
Watermain - Broadway Street (Concrete & Concrete Slabs)											

PAY ESTIMATE WORKSHEET

FOR 2021 CONCRETE PAVING IV- Broadway St.

CITY OF MANITOWOC CONTRACT NO. WS-21-10

PAY ESTIMATE NO.: 5-FINAL

DATE: December 1, 2021

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$435,395.59  
 CHANGE ORDER #1: \$2,210.35  
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 \$357,119.12

CONTRACT DATE: April 19, 2021

COMPLETION DATE: August 2, 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
Concrete Paving - Broadway Street (Concrete & Concrete Slabs)											
52.	Adjusting 5" Valve Box Cover	EA	1	\$200.00	1	\$200.00	1 *	100%	\$200.00	0.00	\$0.00
Subtotal Items 52						\$200.00			\$200.00		\$0.00
CO#1	Replace 4" PVC Sanitary Lateral - Schuette Park	LS	1	\$442.50	1	\$442.50	1 *	100%	\$442.50	0.00	\$0.00
CO#1	F&I Clear Breaker Run Stone for EBS area	TON	101.02	\$17.50	101.02	\$1,767.85	101.02 *	100%	\$1,767.85	0.00	\$0.00
<b>TOTAL FOR CONTRACT WS-21-10</b>						<b>\$352,297.92</b>			<b>\$357,119.12</b>		<b>\$4,821.20</b>
<b>TOTAL PAYMENT</b>						<b>96.9%</b>	<b>\$341,413.03</b>	<b>100.0%</b>	<b>\$357,119.12</b>	<b>100.0%</b>	<b>\$15,706.09</b>

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

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

O.K. to Pay  
 J.J.M.  
 11/23/21

**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-21-10 Broadway 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 9<sup>th</sup> day of November, 2021.

  
Vinton Construction Company - CONTRACTOR

Witness: Joyce Cornils



RECEIVED

NOV 08 2021

21-21

Per 21-21

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-21-10 Broadway 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 8th day of November, 2021  
BY: Kenneth Thompson

Barricade Flasher Service Inc  
SUBCONTRACTOR  
Dennis Thompson, President

Witness: Stephen J. ...

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-

21-10 Broadway 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, sub-

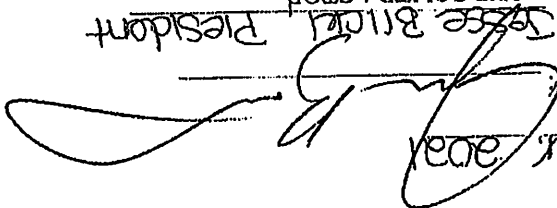
contractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has

caused this waiver to be signed.

This 10<sup>th</sup> day of November, 2001

BY:

  
Jesse Bricker  
President  
SUBCONTRACTOR

Witness: Sara Schutte

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Kuziaso Construction**, as subcontractor, entered into

a Contract with **Vinton Construction Company** for the complete construction of the WS-

21-10 Broadway 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, **Kuziaso 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, 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 15TH day of NOVEMBER, 2021

BY: Shup Merges

KUZIASO 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-21-10 Concrete Paving (Broadway St. Recon)  
(NEA616639)
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.

DocuSigned by:  
By: Jon Wurzer   
AC8AF408E7E7473... (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, **Signature Landscapes LLC**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the WS-21-10 Broadway 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, **Signature Landscapes 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, 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 8 day of Nov, 2021

BY: \_\_\_\_\_

Shane Muthaney  
SUBCONTRACTOR

Witness: \_\_\_\_\_