

DT  
9-9-20

# CONSENT

20-0919

TO BOARD OF PUBLIC WORKS

City Engineer's Estimates

For WS-20-3 2020 REMOVE & REPLACE EXISTING SIDEWALKS  
TYPE OF WORK PERFORMED

September 9, 2020  
DATE

4&FIN  
NO.

SEILER BROS  
CONTRACTOR

April 4, 2020  
DATE OF CONTRACT

September 11, 2020  
COMPLETION DATE

\$95,741.00  
AMOUNT OF CONTRACT

CO#1 (\$18,410.49)

VARIOUS

STREET

FROM - TO

TOTAL \$77,330.51

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
INVOICE #: 17659						
INVOICE DATE: 8/14/2020			SEE COMPUTER PRINTOUT			
			FOR DETAILS			
<b>TOTALS</b>		\$72,707.78		\$77,330.51		\$4,622.73
PAYMENTS						\$7,016.25
AMOUNT DUE, FINAL PAYMENT		\$70,314.26		\$77,330.51		\$7,016.25

SEP 9 - 2020

Date filed with Secretary

SEP 9 - 2020

Date approved by Board

AMOUNT RECOMMENDED

**\$7,016.25**

BOARD  
SIGNATURES

*[Handwritten signatures]*

*[Handwritten signature]*

*Debra Newer*

Date Paid

Check No

Voucher No

Chg. 4300-32240-582420 (R&R)

Copy For

Council

Board

Voucher

*[Signature]* 9-9-2020 CITY ENGINEER

Signature

ESTIMATE WORKSHEET

0 REMOVE AND REPLACE SIDEWALKS

CONTRACT NO. WS-20-3

Contractor: Seiler Brothers Construction, Inc.

Contract Amount: \$95,741.00  
 Change Order #1-Final: (\$18,410.49)  
 Total: \$77,330.51

PAY ESTIMATE NO.: 4 - FINAL

DATE: August 19, 2020

Contract Date: April 4, 2020

Completion Date: September 11, 2020

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
020 REMOVE & REPLACE SIDEWALK											
1.	4" Concrete Sidewalk (Rem. & Repl.)	SF	8,200	\$6.18	6,851.8	42,344.1	6,843.5 *	83.5%	\$42,292.83	-8.3	(\$51.29)
2.	6" Concrete Sidewalk/Driveway (Rem. & Repl.)	SF	4,800	\$6.27	3,640.6	22,826.6	3,985.5 *	83.0%	\$24,989.08	344.9	\$2,162.52
3.	8" Concrete Sidewalk/Driveway (Rem. & Repl.)	SF	700	\$10.50	465.7	4,889.9	465.7 *	66.5%	\$4,889.85	0.0	\$0.00
4.	30" Concrete Curb & Gutter, Type "A" (Rem. & Repl.)	LF	10	\$60.00	0.0	0.0	0.0 *	0.0%	\$0.00	0.0	\$0.00
5.	6" Concrete Curb, Type "A" (Rem. & Repl.)	LF	43	\$55.00	24.0	1,320.0	24.0 *	55.8%	\$1,320.00	0.0	\$0.00
6.	Install Detectable Warning Fields	EA	19	\$45.00	13.0	585.0	14.0 *	73.7%	\$630.00	1.0	\$45.00
7.	3/4" Epoxy Coated Tie Bars (Incl. Drilling)	EA	15	\$30.00	0.0	0.0	0.0 *	0.0%	\$0.00	0.0	\$0.00
8.	3/8" Tie Bars (Incl. Drilling)	EA	20	\$20.00	5.0	100.0	5.0 *	25.0%	\$100.00	0.0	\$0.00
9.	Sawing Concrete Sidewalk (Full Depth)	ID	118	\$3.50	183.5	642.3	198.5 *	168.2%	\$694.75	15.0	\$52.50
10.	Grubbing Stumps & Roots	LF	256	\$1.00	0.0	0.0	0.0 *	0.0%	\$0.00	0.0	\$0.00
11.	Sawing Concrete or Asphalt Pavement (Full Depth)	LF	63	\$10.00	0.0	0.0	44.0 *	69.8%	\$440.00	44.0	\$440.00
12.	Removing Concrete Sidewalk	SF	100	\$2.00	0.0	0.0	0.0 *	0.0%	\$0.00	0.0	\$0.00
13.	Furnish and Install 3" Pulverized Topsoil	SY	10	\$25.00	0.0	0.0	0.0 *	0.0%	\$0.00	0.0	\$0.00
14.	Seeding (WDOT Mixture #40)	SY	10	\$20.00	0.0	0.0	0.0 *	0.0%	\$0.00	0.0	\$0.00
15.	3" H.M.A. Pavement, Type 4LT 58-28S (Rem. & Repl)	SF	100	\$10.00	0.0	0.0	197.4	197.4%	\$1,974.00	197.4	\$1,974.00
Sub-Total for REM & REPL Sidewalk						\$72,707.78			\$77,330.51		\$4,622.73
TOTAL FOR CONTRACT WS-20-3						\$72,707.78			\$77,330.51		\$4,622.73
PAYMENTS					96.7%	\$70,314.26		100.0%	\$77,330.51	100.0%	\$7,016.25

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

Prepared by: JME & SAH

O.K. to Pay  
 J.J.M.  
 8/28/2020

FINAL PAYMENT LIEN WAIVER

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned Seiler Bros Construction Inc

as General Contractor, entered into a Contract with the City of Manitowoc for the complete construction of WS-20-3 Remove & Replace Existing Sidewalks, 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 SEILER Bros. 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 the City of Manitowoc, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, sub-contractors and materialmen 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 materialmen in connection with the work performed.

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

This 21 day of August, 2021.

Tina Kosch  
Contractor

Witness: Shirley Bick

SEILER Bros. Construction Inc

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Klein Asphalt**, as subcontractor, entered into a Contract with **Seiler Brothers Construction** for the complete construction of the **2020 Sidewalk 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 **Seiler Brothers Construction** to the undersigned, **Klein Asphalt**, 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 **Seiler Brothers Construction**, 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 **Seiler Brothers Construction** 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 25 day of August, 2020

BY: [Signature]  
Klein Asphalt  
SUBCONTRACTOR

Witness: [Signature]