

PAY ESTIMATE WORKSHEET
 FOR 2016 ASPHALTIC CONCRETE PAVING
 CITY OF MANITOWOC CONTRACT NO. WS-16-4

PAY ESTIMATE NO.: 2-FINAL
 DATE: December 7, 2016

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$94,206.71
 Change Order #1: \$3,282.00
 Change Order #2-Close Out: \$3,534.11
\$101,022.82

CONTRACT DATE: May 16, 2016
 COMPLETION DATE: September 16, 2016

ITEM NO.	ITEM DESCRIPTION	BID UNIT	UNIT QUANTITY	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
ALLEY-PROSPECT AVE TO MICHIGAN AVE											
1.	Mobilization	LS	1	\$3,000.00	1.0	\$3,000.00	1.0 *	100%	\$3,000.00	0.00	\$0.00
2.	Traffic Control	LS	1	\$1,500.00	1.0	\$1,500.00	1 *	100%	\$1,500.00	0.00	\$0.00
3.	Type "B & C" Inlet Protection	EA	2	\$60.00	2.0	\$120.00	2 *	100%	\$120.00	0.00	\$0.00
4.	Unclassified Excavation	CY	204	\$28.92	204.0	\$5,899.68	204 *	100%	\$5,899.68	0.00	\$0.00
5.	8" C.A.B.C. (1-1/4")	SY	613	\$7.58	613.0	\$4,646.54	613 *	100%	\$4,646.54	0.00	\$0.00
6.	H.M.A. Pavement, Type E-1	TON	106	\$92.92	111.2	\$10,332.70	111.2 *	105%	\$10,332.70	0.00	\$0.00
7.	Tack Coat	GAL	30	\$3.54	0.0	\$0.00	0.00 *	0%	\$0.00	0.00	\$0.00
8.	Sawing Existing Pavement	LF	102	\$3.50	108.0	\$378.00	108.00 *	106%	\$378.00	0.00	\$0.00
9.	Full Depth Sawing	LF	19	\$5.00	31.0	\$155.00	31 *	163%	\$155.00	0.00	\$0.00
10.	Remove & Replace 6" Conc Drwy/Swk	SF	30	\$10.00	40.0	\$400.00	40 *	133%	\$400.00	0.00	\$0.00
11.	3" Pulverized Topsoil	SY	93	\$20.00	63.0	\$1,260.00	63 *	68%	\$1,260.00	0.00	\$0.00
12.	Seed (#40), Fertilizer, Mulch & Water	SY	93	\$5.00	63.0	\$315.00	63 *	68%	\$315.00	0.00	\$0.00
13.	Furnish & Install Limestone Screenings-aggregate edge/driveway transitions	TON	1	\$40.00	1.0	\$40.00	1 *	100%	\$40.00	0.00	\$0.00
14.	Furnish & Install Standard Manhole, Type 1, Storm	VF	3.97	\$520.00	3.30	\$1,716.00	3.30 *	83%	\$1,716.00	0.00	\$0.00
15.	Furnish & Install Type "J" Casting (R-2050)	EA	1	\$400.00	1.0	\$400.00	1 *	100%	\$400.00	0.00	\$0.00
SUB-TOTAL FOR ITEMS 1-15						\$30,162.92			\$30,162.92		\$0.00

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ALLEY BOUNDED BY LINCOLN BLVD, WALDO BLVD, N. 8TH ST, PINE ST											
16.	Mobilization	LS	1	\$3,000.00	1.0	\$3,000.00	1 *	100%	\$3,000.00	0.00	\$0.00
17.	Traffic Control	LS	1	\$1,500.00	1.0	\$1,500.00	1 *	100%	\$1,500.00	0.00	\$0.00
18.	Type "B & C" Inlet Protection	EA	2	\$60.00	2.0	\$120.00	2 *	100%	\$120.00	0.00	\$0.00
19.	Unclassified Excavation-Roadway	CY	172	\$32.75	220.0	\$7,205.00	220 *	128%	\$7,205.00	0.00	\$0.00
20.	8" C.A.B.C. (1-1/4")	SY	260	\$7.58	260.0	\$1,970.80	260 *	100%	\$1,970.80	0.00	\$0.00
21.	6" Breaker Run Stone (3" & Down)	SY	235	\$5.76	484.0	\$2,787.84	484 *	206%	\$2,787.84	0.00	\$0.00
22.	3" C.A.B.C. (1-1/4")	SY	235	\$4.00	242.0	\$968.00	242 *	103%	\$968.00	0.00	\$0.00
23.	H.M.A. Pavement, Type E-1	TON	84	\$97.97	89.22	\$8,740.88	89.22 *	106%	\$8,740.88	0.00	\$0.00
24.	Tack Coat	GAL	23	\$3.54	0.0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
25.	Sawing Existing Pavement	LF	96	\$3.50	123.0	\$430.50	123 *	128%	\$430.50	0.00	\$0.00
26.	Full Depth Sawing	LF	24	\$5.00	0.0	\$0.00	0.00 *	0%	\$0.00	0.00	\$0.00
27.	Remove & Replace 6" Concrete Driveway/Sidewalk	SF	150	\$10.00	178.0	\$1,780.00	178 *	119%	\$1,780.00	0.00	\$0.00
28.	3" Pulverized Topsoil	SY	52	\$20.00	64.0	\$1,280.00	64 *	123%	\$1,280.00	0.00	\$0.00
29.	Seed (#40), Fertilizer, Mulch & Water	SY	52	\$5.00	64.0	\$320.00	64 *	123%	\$320.00	0.00	\$0.00
30.	Furnish & Install Limestone Screenings-aggregate edge/driveway transitions	TON	4	\$40.00	4.0	\$160.00	4 *	100%	\$160.00	0.00	\$0.00
31.	Adjusting Manhole Casting	EA	4	\$400.00	2.0	\$800.00	2 *	50%	\$800.00	0.00	\$0.00
SUB-TOTAL FOR ITEMS 16-31						\$31,063.02			\$31,063.02		\$0.00

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Spring Street- Huron St to 460' West											
32.	Mobilization	LS	1	\$3,000.00	1.0	\$3,000.00	1.0 *	100%	\$3,000.00	0.00	\$0.00
33.	Traffic Control	LS	1	\$2,500.00	1.0	\$2,500.00	1.0 *	100%	\$2,500.00	0.00	\$0.00
34.	Type "B & C" Inlet Protection	EA	2	\$60.00	0.0	\$0.00	0.0 *	0%	\$0.00	0.00	\$0.00
35.	Milling Asphalt	SY	1,377	\$3.00	1,379.0	\$4,137.00	1,379.0 *	100%	\$4,137.00	0.00	\$0.00
36.	H.M.A. Pavement, Type E-1	TON	237	\$84.34	265.27	\$22,372.87	265.27 *	112%	\$22,372.87	0.00	\$0.00
37.	Asphalt Curb	LF	11	\$26.87	11.0	\$295.57	11.0 *	100%	\$295.57	0.00	\$0.00
38.	Sawing Existing Pavement	LF	221	\$3.00	199.0	\$597.00	199.0 *	90%	\$597.00	0.00	\$0.00
39.	3" Pulverized Topsoil	SY	42	\$20.00	22.0	\$440.00	22.0 *	52%	\$440.00	0.00	\$0.00
40.	Seed (#40), Fertilizer, Mulch & Water	SY	42	\$5.00	22.0	\$110.00	22.0 *	52%	\$110.00	0.00	\$0.00
41.	Furnish & Install Limestone Screenings- aggregate edge/driveway transitions	TON	1	\$40.00	0.0	\$0.00	0.0 *	0%	\$0.00	0.00	\$0.00
42.	Pavement Markings, 4-Inch, Epoxy	LF	942	\$3.26	850.0	\$2,771.00	944.0 *	100%	\$3,077.44	94.00	\$306.44
43.	Adjusting Manhole Casting	EA	2	\$400.00	0.0	\$0.00	0.0 *	0%	\$0.00	0.00	\$0.00
CO#1	Furnish & Install Geo-Grid	SY	800	\$3.00	0.0	\$0.00	795.0 *	99%	\$2,385.00	795.00	\$2,385.00
CO#1	Furnish & Install 1 1/4" CABC	TON	42	\$21.00	0.0	\$0.00	42.0 *	100%	\$882.00	42.00	\$882.00
SUB-TOTAL FOR ITEMS 32-43 & CO's						\$36,223.44			\$39,796.88		\$3,573.44
TOTAL FOR CONTRACT WS-16-4						\$97,449.38			\$101,022.82		\$3,573.44
TOTAL PAYMENT						97.6%	\$95,094.21	100.0%	\$101,022.82	100.0%	\$5,928.61

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

Prepared By: J.M.E. & G.M.

OK. to Pay
J.M. 11/22/16



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-16-4
 2016 Asphalt Paving

Terms: Net-30

VCC# 16062

Invoice Date: November 16, 2016

INVOICE #: 16062.2

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
-- FINAL --					
Work completed thru September 30, 2016					
<u>WS-16-4 -- 2016 Asphaltic Concrete Paving</u>					
1	1.00	LS	Mobilization	3,000.00	3,000.00
2	1.00	LS	Traffic Control	1,500.00	1,500.00
3	2.00	EA	Type "B & C" Inlet Protection	60.00	120.00
4	204.00	CY	Unclassified Excavation - Roadway	28.92	5,899.68
5	613.00	SY	8" C.A.B.C. (1-1/4")	7.58	4,646.54
6	111.20	TON	H.M.A. Pavement, Type E-1	92.92	10,332.70
7	0.00	GAL	Tack Coat	3.54	0.00
8	108.00	LF	Sawing Existing Pavement	3.50	378.00
9	31.00	LF	Full Depth Sawing	5.00	155.00
10	40.00	SF	R&R 6" Concrete dw/sidewalk	10.00	400.00
11	63.00	SY	3" Pulverized Topsoil	20.00	1,260.00
12	63.00	SY	Seed-Mix#40, Fertilizer, Mulch & Water	5.00	315.00
13	1.00	TON	F&I Limestone Screenings-agg edge/dw	40.00	40.00
14	3.30	VF	F&I Standard Manhole, Type 1, Storm	520.00	1,716.00
15	1.00	EA	F&I Type "J" Casting (R-2050)	400.00	400.00
WCD1	580.00	SY	Geo Grid	3.00	1,740.00
16	1.00	LS	Mobilization	3,000.00	3,000.00
17	1.00	LS	Traffic Control	1,500.00	1,500.00
18	2.00	EA	Type "B & C" Inlet Protection	60.00	120.00
19	220.00	CY	Unclassified Excavation - Roadway	32.75	7,205.00

Invoice Date: November 16, 2016

INVOICE #: 16062.2

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
20	260.00	SY	8" C.A.B.C. (1-1/4")	7.58	1,970.80
21	484.00	SY	6" Breaker Run Stone (3" & Down)	5.76	2,787.84
22	242.00	SY	3" C.A.B.C. (1-1/4")	4.00	968.00
23	89.22	TON	H.M.A. Pavement, Type E-1	97.97	8,740.88
24	0.00	GAL	Tack Coat	3.54	0.00
25	123.00	LF	Sawing Existing Pavement	3.50	430.50
26	0.00	LF	Full Depth Sawing	5.00	0.00
27	178.00	SF	R&R 6" Concrete dw/sidewalk	10.00	1,780.00
28	64.00	SY	3" Pulverized Topsoil	20.00	1,280.00
29	64.00	SY	Seed-Mix#40, Fertilizer, Mulch & Water	5.00	320.00
30	4.00	TON	F&I Limestone Screenings-agg edge/dw	40.00	160.00
31	2.00	EA	Adjusting Manhole Casting	400.00	800.00
WCD4-1	215.00	SY	Geo Grid	3.00	645.00
32	1.00	LS	Mobilization	3,000.00	3,000.00
33	1.00	LS	Traffic Control	2,500.00	2,500.00
34	0.00	EA	Type "B & C" Inlet Protection	60.00	0.00
35	1,379.00	SY	Milling Asphalt	3.00	4,137.00
36	265.27	TON	H.M.A. Pavement, Type E-1	84.34	22,372.87
37	11.00	LF	Asphalt Curb	26.87	295.57
38	199.00	LF	Sawing Existing Pavement	3.00	597.00
39	22.00	SY	3" Pulverized Topsoil	20.00	440.00
40	22.00	SY	Seed-Mix#40, Fertilizer, Mulch & Water	5.00	110.00
41	0.00	TON	F&I Limestone Screenings-agg edge/dw	40.00	0.00
42	944.00	LF	Pavement Markings, 4-Inch, Epoxy	3.26	3,077.44
43	0.00	EA	Adjusting Manhole Casting	400.00	0.00
CO#1	42.00	TON	F&I 1-1/4" CABC - Spring Street	21.00	<u>882.00</u>

TOTAL DUE: \$101,022.82

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 2016 Asphalt Paving Program – WS-16-4, 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 1st day of December, 2016.



Vinton Construction Company - CONTRACTOR

Witness:

Joyce Cornils

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **November 22, 2016**

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: **C/O Manitowoc-Asphalt Paving Program-Contract WS-16-4 - NEA #613630**

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

VINTON CONSTRUCTION CO., INC.
P.O. 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: 

(signature)

Authorized Agent's Name: **Brian Henken**

(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.

MEMORANDUM FOR THE RECORD

On 10/10/54, the following information was received from the [redacted] regarding the [redacted] of the [redacted] in the [redacted] area. The [redacted] was [redacted] by [redacted] and [redacted] on [redacted] at [redacted] hours. The [redacted] was [redacted] and [redacted] by [redacted] and [redacted] on [redacted] at [redacted] hours. The [redacted] was [redacted] and [redacted] by [redacted] and [redacted] on [redacted] at [redacted] hours.

The [redacted] was [redacted] and [redacted] by [redacted] and [redacted] on [redacted] at [redacted] hours. The [redacted] was [redacted] and [redacted] by [redacted] and [redacted] on [redacted] at [redacted] hours. The [redacted] was [redacted] and [redacted] by [redacted] and [redacted] on [redacted] at [redacted] hours.

[Handwritten signature]

Special Agent in Charge

The [redacted] was [redacted] and [redacted] by [redacted] and [redacted] on [redacted] at [redacted] hours. The [redacted] was [redacted] and [redacted] by [redacted] and [redacted] on [redacted] at [redacted] hours. The [redacted] was [redacted] and [redacted] by [redacted] and [redacted] on [redacted] at [redacted] hours.

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 **City of Manitowoc – 2016 Asphalt Paving Program – Contract WS-16-4**, 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, 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 23 day of Nov, 2016

BY: Suzanne Healy
Barricade Flasher
SUBCONTRACTOR

Witness: [Signature]

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Guide Lines Pavement Marking, LLC**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **City of Manitowoc – 2016 Asphalt Paving Program – Contract WS-16-4**, and

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

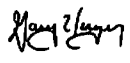
NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Guide Lines Pavement Marking, LLC**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **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 18TH day of NOVEMBER, 2016

BY: _____  _____

GUIDE LINES PAVEMENT MARKING, LLC
SUBCONTRACTOR

Witness:  _____

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: November 22, 2016

- 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: C/O Manitowoc-Asphalt Paving Program-Contract WS-16-4 - NEA #613630

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

VINTON CONSTRUCTION CO., INC.
P.O. 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: *Brian Henken*
(signature)

Authorized Agent's Name: Brian Henken
(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.