

14-2040

TO BOARD OF PUBLIC WORKS City Engineer's Estimates

For WS-14-6 2014 SEAL COATING & PREP WORK VARIOUS STREETS

October 1, 2014 DATE

2 & FINAL NO.

VINTON CONSTRUCTION CONTRACTOR

March 25, 2014 DATE OF CONTRACT

August 30, 2014 COMPLETION DATE

\$77,904.69 AMOUNT OF CONTRACT

Various STREET

CO#1

\$2,057.92

TOTAL

\$79,962.61

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
FROM - TO						
SEE COMPUTER PRINTOUT FOR DETAILS						
TOTALS						
		\$75,254.80		\$79,962.61		\$4,707.81
PAYMENTS			\$73,307.18	\$79,962.61		\$6,655.43
AMOUNT DUE, FINAL PAYMENT						\$6,655.43

OCT 1 - 2014
 Date filed with Secretary

OCT 1 2014
 Date approved by Board

AMOUNT RECOMMENDED
 \$ 6,655.43

BOARD SIGNATURES

(Handwritten signatures)

Date Paid

Check No.

Voucher No.

chg. 1100-32220-523110

Copy For Council Board Voucher

(Signature) PE 10-1-14 CITY ENGINEER

PAY ESTIMATE WORKSHEET

PAY ESTIMATE NO. 2 & FINAL

2014 SEAL COATING & PREP. WORK VARIOUS STREETS

DATE: October 1, 2014

CITY OF MANITOWOC CONTRACT NO. WS-14-6

Contractor: Vinton Construction Co.

Contract Amount: \$77,904.69

CONTRACT DATE: April 7, 2014

Change Order #1 (Close-out): \$2,057.92

COMPLETION DATE: August 30, 2014

\$79,962.61

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QUANTITIES	UNIT PRICE	QUANTITY PREVIOUS COMPLETED	COST WORK PREVIOUS COMPLETED	QUANTITY COMPLETED TO DATE	COST WORK COMPLETED TO DATE	% OF WORK COMPLETED TO DATE	QUANTITY DIFFERENCE	COST WORK DIFFERENCE
Seal Coating Various City Streets N. 13th St., N. 14th St., N. 15th St., S. 16th St., S. 18th St.											
1	Mobilization	LS	1	\$2,000.00	1	\$2,000.00	1 *	\$2,000.00	100%	0.0	\$0.00
2	Traffic Control	LS	1	\$4,500.00	1	\$4,500.00	1 *	\$4,500.00	100%	0.0	\$0.00
3	Remove & Replace 30" Concrete Curb & Gutter (Type 1)	LF	127	\$32.00	128.0	\$4,096.00	128.0 *	\$4,096.00	101%	0.0	\$0.00
4	Remove & Replace 3" HMA Pavement	SY	317	\$32.40	374.0	\$12,117.60	374.0 *	\$12,117.60	118%	0.0	\$0.00
5	Remove & Replace 2" HMA Pavement	SY	232	\$25.40	228.0	\$5,791.20	228.0 *	\$5,791.20	98%	0.0	\$0.00
6	Remove & Replace 6" Concrete Sidewalk/Driveway	SF	75	\$6.00	77.0	\$462.00	77.0 *	\$462.00	103%	0.0	\$0.00
7	Remove & Replace 7" Concrete Base Coarse	SY	5	\$50.00	8.0	\$400.00	8.0 *	\$400.00	160%	0.0	\$0.00
8	Remove Concrete Sidewalk/Driveway	SY	7	\$10.00	7.0	\$70.00	7.0 *	\$70.00	100%	0.0	\$0.00
9	Sawing Concrete Pavement, Full Depth	LF	30	\$5.00	196.0	\$980.00	196.0 *	\$980.00	653%	0.0	\$0.00
10	Sawing Asphalt Pavement	LF	969	\$1.25	773.0	\$966.25	773.0 *	\$966.25	80%	0.0	\$0.00
11	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	40	\$10.00	89.0	\$890.00	89.0 *	\$890.00	223%	0.0	\$0.00
12	Furnish & Install Type "J" Casting, Sanitary, (R-1550-A) w/"T" Gasket, 2 Concealed Pick Holes	EA	4	\$750.00	3.0	\$2,250.00	3.0 *	\$2,250.00	75%	0.0	\$0.00
13	Furnish & Install Sealcoating	SY	12,614	\$1.81	10,000.0	\$18,100.00	12,601.0 *	\$22,807.81	100%	2,601.0	\$4,707.81
14	3" Pulverized Topsoil	SY	37	\$10.00	29.0	\$290.00	29.0 *	\$290.00	78%	0.0	\$0.00
15	Seed/Fertilized/E-Mat/Water	SY	37	\$10.00	29.0	\$290.00	29.0 *	\$290.00	78%	0.0	\$0.00
16	Crack Filling N. 13th St.	SY	1,639	\$1.75	1,639.0	\$2,868.25	1,639.0 *	\$2,868.25	100%	0.0	\$0.00
17	Crack Filling N. 14th St.	SY	1,924	\$1.75	1,924.0	\$3,367.00	1,924.0 *	\$3,367.00	100%	0.0	\$0.00
18	Crack Filling N. 15th St.	SY	1,940	\$1.75	1,943.0	\$3,400.25	1,943.0 *	\$3,400.25	100%	0.0	\$0.00
19	Crack Filling N. 16th St.	SY	4,048	\$1.75	4,068.0	\$7,119.00	4,068.0 *	\$7,119.00	100%	0.0	\$0.00
20	Crack Filling N. 18th St.	SY	3,063	\$1.75	3,027.0	\$5,297.25	3,027.0 *	\$5,297.25	99%	0.0	\$0.00
TOTAL FOR CONTRACT WS-14-6						\$75,254.80		\$79,962.61			\$4,707.81
PAYMENTS						97.41% \$73,307.18		100.00% \$79,962.61		100.00%	\$6,655.43

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

OK. to Pay
L.J.M. 9/30/14

FINAL PAYMENT LIEN WAIVER

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned VINTON CONSTRUCTION COMPANY

as General Contractor, entered into a Contract with the City of Manitowoc for the complete construction of
WS-14-6 SEAL COATING & PREP WORK VARIOUS STREETS
_____ 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, 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 11TH day of SEPTEMBER, 2014.

VINTON CONSTRUCTION COMPANY
Contractor

Witness: Joyce Cornils

James D. Smith
PRESIDENT

Form #530

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **September 8, 2014**

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

2. Property Improved by Contractor's Work (check one):

Street address: Varios Locations City of Manitowoc

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

VINTON CONSTRUCTION CO
PO Box 1987
Manitowoc, WI 54221-1987

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

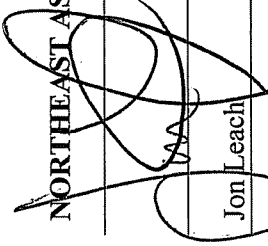
All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

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:



Authorized Agent's Name: Jon Leach

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, **Scott Construction, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **City of Manitowoc – 2014 Seal Coating & Prep Work Various Streets – Contract WS-14-6**, 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, **Scott 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 **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 9th day of Sept., 2014

BY:

Frank Jacobson
Scott Construction, Inc
SUBCONTRACTOR

Witness: John B. Johnson
Person

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 **City of Manitowoc - 2014 Seal Coating & Prep Work Various Streets - Contract WS-14-6**, 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 9th day of September, 2014

BY:



Warning Lites of Appleton, Inc
SUBCONTRACTOR

Witness: 