

4/15/19

CONSENT

19-0405

TO BOARD OF PUBLIC WORKS City Engineer's Estimates

For WS-18-10 2018 Concrete Slab Replacement
TYPE OF WORK PERFORMED

January 23, 2019
DATE

3&FINAL
NO.

Vinton Construction
CONTRACTOR

April 16, 2018
DATE OF CONTRACT

August 24, 2018
COMPLETION DATE

\$355,307.73
AMOUNT OF CONTRACT

Various Locations
STREET

FROM - TO

CO#1 \$4,289.00
CO#2 (\$4,253.63)
TOTAL \$355,343.10

DESCRIPTION	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6
	PREVIOUSLY COMPLETED	COST WORK PREVIOUSLY COMPLETED	COMPLETED TO DATE	COST WORK COMPLETED TO DATE	DIFFERENCE COLUMNS 1 & 3	DIFFERENCE COLUMNS 2 & 4
INVOICE #: FINAL QUANTITIES						
INVOICE DATE: 1/22/2019						
SEE COMPUTER PRINTOUT						
			FOR DETAILS			
TOTALS		\$316,975.70		\$355,343.10		\$38,367.40
PAYMENTS		\$308,093.01		\$355,343.10		\$47,250.09
AMOUNT DUE, FINAL PAYMENT						\$47,250.09

3-20-19
Date filed with Secretary

Date approved by Board

AMOUNT RECOMMENDED
\$47,250.09

BOARD
SIGNATURES

Jeff M. Rutledge
Kim Lynch
Greg J. Grivich
Walt M. White
Maurizio DeLuca

Date Paid
Check No.
Voucher No.
Chg. 4300-32290-582320

Copy For

Council Board Voucher

[Signature]
Signature
1-23-19
CITY ENGINEER

PAY ESTIMATE WORKSHEET

FOR 2018 CONCRETE SLAB REPLACEMENT

CITY OF MANITOWOC

CONTRACT NO. WS-18-10

PAY ESTIMATE NO.: 3-FINAL

DATE: March 20, 2019

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$355,307.73

CHANGE ORDER #1: \$4,289.00

CHANGE ORDER #2-Final: (\$4,253.63)

\$355,343.10

CONTRACT DATE: April 16, 2018

COMPLETION DATE: August 24, 2018

ITEM NO.	ITEM DESCRIPTION	BID UNIT	UNIT 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
1.	Mobilization	LS	1	\$3,000.00	0.8	\$2,400.00	1.0 *	100%	\$3,000.00	0.20	\$600.00
2.	Traffic Control	LS	1	\$6,500.00	0.8	\$5,200.00	1.0 *	100%	\$6,500.00	0.20	\$1,300.00
3.	Inlet Protection, Type D (Disper)	EA	17	\$105.00	15	\$1,575.00	15 *	88%	\$1,575.00	0.00	\$0.00
4.	Remove Railroad Tracks	LS	2	\$2,000.00	1	\$2,000.00	2 *	100%	\$4,000.00	1.00	\$2,000.00
5.	Temporary Gravel Access Lane	SY	389	\$0.01	338	\$3.38	338 *	87%	\$3.38	0.00	\$0.00
6.	9" Concrete Pavement w/Integral Curb (Rem. & Repl.), 7-bag HES	SY	1,796	\$55.02	1,808	\$99,476.16	1,808 *	101%	\$99,476.16	0.00	\$0.00
7.	9" Concrete Pavement w/Integral Curb, Doweled (Rem. & Repl.), 7-bag HES	SY	350	\$67.27	0	\$0.00	349 *	100%	\$23,477.23	349.00	\$23,477.23
8.	8" Concrete Pavement w/Integral Curb (Rem. & Repl.), 7-bag HES	SY	2,104	\$58.03	2,079	\$120,644.37	2,079 *	99%	\$120,644.37	0.00	\$0.00
9.	7" Concrete Pavement w/Integral Curb (Rem. & Repl.), 7-bag HES	SY	590	\$57.44	584	\$33,544.96	584 *	99%	\$33,544.96	0.00	\$0.00
10.	2" Crushed Aggregate Base Course	SY	4,925	\$0.01	4,378	\$43.78	4,735 *	96%	\$47.35	357.00	\$3.57
11.	3/4" Epoxy Coated Dowel Bars (Includes Drilling)	EA	1,417	\$7.00	1,100	\$7,700.00	1,123 *	79%	\$7,861.00	23.00	\$161.00
12.	1-1/4" Epoxy Coated Dowel Bars (Includes Drilling)	EA	98	\$12.00	0	\$0.00	100 *	102%	\$1,200.00	100.00	\$1,200.00
13.	Sawing Concrete, Full Depth	LF	3,687	\$2.00	3,435	\$6,870.00	3,642 *	99%	\$7,284.00	207.00	\$414.00
14.	Sawing Asphalt, Full Depth	LF	90	\$3.00	90	\$270.00	90 *	100%	\$270.00	0.00	\$0.00
15.	Sawing Asphalt, Partial Depth	LF	100	\$2.00	89	\$178.00	89 *	89%	\$178.00	0.00	\$0.00
16.	Sawing Concrete Sidewalk & Driveway, Full Depth	LF	43	\$3.00	18	\$54.00	28 *	65%	\$84.00	10.00	\$30.00
17.	30" Concrete Curb & Gutter, Type "A" (Rem. & Repl.)	LF	213	\$25.00	244	\$6,100.00	244 *	115%	\$6,100.00	0.00	\$0.00
18.	6" Concrete Curb, Type "A" (Rem. & Repl.)	LF	5	\$30.00	5	\$150.00	5 *	100%	\$150.00	0.00	\$0.00
19.	2" H.M.A. Pavement, Type 4LT 58-288 (Rem. & Repl.)	SY	31	\$56.20	23	\$1,292.60	23 *	74%	\$1,292.60	0.00	\$0.00
20.	3" H.M.A. Pavement, Type 4LT 58-288 (Rem. & Repl.)	SY	7	\$98.30	4.0	\$393.20	4.0 *	57%	\$393.20	0.00	\$0.00
21.	4" H.M.A. Pavement, Type 4LT 58-288 (Rem. & Repl.)	SY	41	\$53.80	42	\$2,259.60	42 *	102%	\$2,259.60	0.00	\$0.00
22.	8" Concrete Sidewalk & Driveway (Rem. & Repl.)	SF	18	\$7.50	8	\$60.00	8 *	44%	\$60.00	0.00	\$0.00

Concrete Slab Replacement - Dufek Dr., Lakeside Blvd., N. 21st St., Manasha Ave., Magnolia Ave.

PAY ESTIMATE WORKSHEET

FOR 2018 CONCRETE SLAB REPLACEMENT

CITY OF MANITOWOC CONTRACT NO. WS-18-10

PAY ESTIMATE NO.: 3-FINAL

DATE: March 20, 2019

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$355,307.73

CHANGE ORDER #1: \$4,289.00

CHANGE ORDER #2-Final: (\$4,253.63)

\$355,343.10

CONTRACT DATE: April 16, 2018

COMPLETION DATE: August 24, 2018

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	QUANTITY	COST WORK	QUANTITY	% OF WORK	COST WORK	QUANTITY	COST WORK
					PREVIOUS COMPLETED	PREVIOUS COMPLETED	COMPLETED TO DATE	COMPLETED TO DATE	COMPLETED TO DATE	DIFFERENCE	DIFFERENCE
23.	6" Concrete Sidewalk & Driveway (Rem. & Repl.)	SF	1,103	\$6.55	641	\$4,198.55	1,063 *	96%	\$6,962.65	422.00	\$2,764.10
24.	Sawing Asphalt, Full Depth	SF	16	\$3.00	0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
25.	Clean & Seal Pavement Joints	SY	8,723	\$1.00	8,723	\$8,723.00	8,723 *	100%	\$8,723.00	0.00	\$0.00
26.	Asphalt Gutter	LF	417	\$4.40	444	\$1,953.60	444 *	106%	\$1,953.60	0.00	\$0.00
27.	Furnish & Install Type J Casting, Storm (R-1550-A), w/2 Open Pick Holes, Locking Cover	EA	6	\$400.00	4	\$1,600.00	6 *	100%	\$2,400.00	2.00	\$800.00
28.	Furnish & Install Type J Casting, Sanitary, (R-1550-A), w/"T" Gasket, 2 Concealed Pick Holes	EA	4	\$400.00	4.0	\$1,600.00	4.0 *	100%	\$1,600.00	0.00	\$0.00
29.	Adjusting Manhole Cover	EA	1	\$300.00	1	\$300.00	1 *	100%	\$300.00	0.00	\$0.00
30.	Adjusting Inlet Cover	EA	2	\$300.00	2	\$600.00	2 *	100%	\$600.00	0.00	\$0.00
31.	Adjusting 5" Valve Box Cover	EA	3	\$150.00	1	\$150.00	1 *	33%	\$150.00	0.00	\$0.00
32.	3" Pulverized Topsoil	SY	297	\$9.50	217	\$2,061.50	322 *	108%	\$3,059.00	105.00	\$997.50
33.	Seed (Mixture #40), Fertilizer, and Water	SY	445	\$2.25	257	\$578.25	362 *	81%	\$814.50	105.00	\$236.25
34.	Erosion Mat, Urban, Class I, Type A	SY	445	\$2.75	257	\$706.75	362 *	81%	\$995.50	105.00	\$288.75
35.	Eradicate Railroad Crossing Symbol	EA	2	\$380.00	0	\$0.00	2 *	100%	\$760.00	2.00	\$760.00
36.	Pavement Marking, 4-Inch, Epoxy	LF	1,146	\$2.90	0	\$0.00	1,150 *	100%	\$3,335.00	1,150.00	\$3,335.00
CO#1	F&I Detectable Warning Fields	SF	16	\$30.00	16	\$480.00	16 *	100%	\$480.00	0.00	\$0.00
CO#1	Undercut sub-base & install geo-fabric	LS	1	\$3,809.00	1	\$3,809.00	1 *	100%	\$3,809.00	0.00	\$0.00
Total Items 1-36 & Change Orders						\$316,975.70			\$355,343.10		\$38,367.40
TOTAL PAYMENT					97.2%	\$308,093.01	100.0%		\$355,343.10	100.0%	\$47,250.09

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

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

OK. to Pay
J.D.M.
3/15/19

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 2018 Concrete Slab Replacement Contract WS-18-10, 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 14th day of MARCH, 2019.



Vinton Construction Company - CONTRACTOR

Witness: Joyce Cornils

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, Century Fence Company, as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the 2018 Concrete Slab Replacement Contract WS-18-10, 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, Century Fence 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 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.

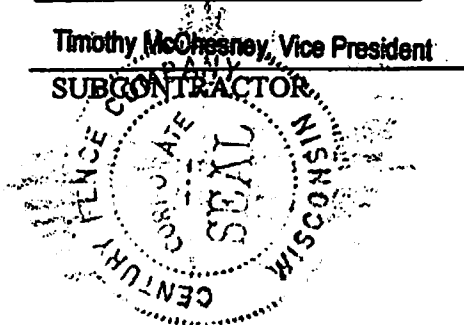
This 6th day of December, 2018

BY: _____

Timothy McSheeney, Vice President

SUBCONTRACTOR

Witness: _____



SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Highway Landscapers, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **2018 Concrete Slab Replacement Contract WS-18-10**, 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, **Highway Landscapers, 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 14 day of March, 2019

BY:

Scott Shinko

Highway Landscapers Inc.
SUBCONTRACTOR

Witness:

Mary Skinko

FULL WAIVER OF CONSTRUCTION LIEN
§779.05, Wis. Stats.

Date: December 5, 2018

1. Claimant's Name: Northeast Asphalt
Claimant's Address: 1524 Atkinson Drive, Green Bay, WI 54303
2. Property Improved by Contractor's Work :
 Street address: 614690 C/O Manitowoc Concrete Slab - Manitowoc, WI
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

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, **Mega Rentals, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **2018 Concrete Slab Replacement Contract WS-18-10**, 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, **Mega Rentals, 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 6th day of December, 2018

BY:

Kellie Christian

Mega Rentals - Kellie Christian
SUBCONTRACTOR

Witness:

Brian Weisner