

TO BOARD OF PUBLIC WORKS

City Engineer's Estimates For WU-18-2 2018 Lawton Terrace Sanitary Sewer

CONSENT

18-0927

June 6, 2018

4&FIN

Kip Gulseth Construction Company, Inc.

February 19, 2018

April 17, 2018

\$239,995.21

CONTRACTOR

DATE OF CONTRACT

COMPLETION DATE

AMOUNT OF CONTRACT

CO#1

(\$403.47)

STREET

FROM - TO

TOTAL

\$239,591.74

DESCRIPTION

NO. 1
PREVIOUSLY
COMPLETEDNO. 2
COST WORK
PREVIOUSLY
COMPLETEDNO. 3
COMPLETED
TO DATENO. 4
COST WORK
COMPLETED TO
DATENO. 5
DIFFERENCE
COLUMNS 1 & 3NO. 6
DIFFERENCE
COLUMNS 2 & 4

Date filed with Secretary

Date approved by Board

AMOUNT RECOMMENDED

\$7,374.88

BOARD
SIGNATURES

Invoice #: #4

\$238,216.74

\$239,591.74

\$1,375.00

Invoice Date: 6/14/2018

TOTALS

\$238,216.74

\$239,591.74

\$1,375.00

PAYMENTS

\$232,216.86

\$239,591.74

\$7,374.88

AMOUNT DUE, FINAL PAYMENT

\$7,374.88

Date Paid

Check No.

Voucher No.

Chg. 6300-71100-582900

Copy For

Council

Board

Voucher

Signature

CITY ENGINEER

PAY ESTIMATE WORKSHEET

FOR 2018 LAWTON TERRACE SANITARY SEWER

CITY OF MANITOWOC CONTRACT NO. WU-18-2

PAY ESTIMATE NO.: 4-FINAL

DATE: September 5, 2018

Contractor: Kip Gulsoth Construction Company, Inc

CONTRACT AMOUNT: \$239,995.21

CHANGE ORDER #1-FINAL: (\$403.47)

\$239,591.74

CONTRACT DATE: February 19, 2018

COMPLETION DATE: April 17, 2018

ITEM NO.	ITEM DESCRIPTION	UNITS	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
1.	Mobilization, Demobilization and Site Preparation	LS	1	\$13,468.00	1.0	\$13,468.00	1.00 *	100.0%	\$13,468.00	0.00	\$0.00
2.	8" Sanitary Sewer Open Cut	LS	1	\$62,775.00	1.00	\$62,775.00	1.00 *	100.0%	\$62,775.00	0.0	\$0.00
3.	8" Sanitary Sewer Trenchless	LS	1	\$109,384.50	1.0	\$109,384.50	1.0 *	100.0%	\$109,384.50	0.0	\$0.00
4.	Sanitary Manhole	EA	7	\$3,191.92	7.0	\$22,343.44	7.0 *	100.0%	\$22,343.44	0.0	\$0.00
5.	Abandon Lift Station and Sanitary Sewer Pipe	LS	1	\$5,000.00	1.0	\$5,000.00	1.0 *	100.0%	\$5,000.00	0.0	\$0.00
6.	Remove and Replace Concrete Pavement	SY	187	\$52.89	161.0	\$8,515.29	161.0 *	86.1%	\$8,515.29	0.0	\$0.00
7.	Remove and Replace Asphalt Pavement	SY	192	\$46.27	213.0	\$9,855.51	213.0 *	110.9%	\$9,855.51	0.0	\$0.00
8.	Turf Restoration	LS	1	\$2,750.00	0.5	\$1,375.00	1.0 *	100.0%	\$2,750.00	0.5	\$1,375.00
9.	Prairie Restoration	LS	1	\$5,500.00	1.0	\$5,500.00	1.0 *	100.0%	\$5,500.00	0.0	\$0.00
TOTAL FOR CONTRACT WU-18-2						\$238,216.74			\$239,591.74		\$1,375.00
PAYMENTS					97.5%	\$232,216.86		100.0%	\$239,591.74	100.0%	\$7,374.88

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

PREPARED BY: JME & GJM

OK. to Pay
G.J.M.
8/28/18

FINAL PAYMENT LIEN WAIVER

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned Kip Gulseth Construction Co., Inc.

as General Contractor, entered into a Contract with the City of Manitowoc for the complete construction of

Lawton Terrace Sanitary Sewer
Contract # WU-18-2, 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

Kip Gulseth Construction Co., 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 27th day of August, 2018.



Contractor

Witness: Adam Surian

This Instrument Prepared By:

Name: Kip Gulseth Construction Company, Inc.

Address: 1930 Johnston Drive, Manitowoc, WI 54220

WAIVER AND RELEASE OF CONSTRUCTION LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services or material furnished through July 31, 2017 to Kip Gulseth Construction Company, Inc. on the job of Lift Station to the following described property:

City of Manitowoc
Sanitary Relay

Dated on 8-6, 2018

Lienor's Name: Signature Landscapes

Address: P.O. Box 497
Valders, WI 54245

By: Joy Otto

Printed Name: Joy Otto

This Instrument Prepared By:

Name: Kip Gulseth Construction Company, Inc.

Address: 1930 Johnston Drive, Manitowoc, WI 54220

WAIVER AND RELEASE OF CONSTRUCTION LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services or material furnished through June 15, 2018 to Kip Gulseth Construction Company, Inc. on the job of Lift Station to the following described property:

City of Manitowoc
Sanitary Relay

Dated on 6/25, 2018

Lienor's Name: SC Concrete

Address: 4210 Delta St.

Manitowoc, WI 54220-0100

By: Ashley m. seiler

Printed Name: Ashley m. Seiler

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: June 19, 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: 614633 C/O Manitowoc Lawton Terrace - Lawton Terrace Manitowoc, WI
3. Contractor's Work furnished at the request of:

KIP GULSETH CONSTRUCTION CO., INC.
1930 Johnston Drive
Manitowoc, WI 54220

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.