

**VINTON CONSTRUCTION**  
CONTRACTOR

**October 2, 2023**  
DATE OF CONTRACT

**November 17, 2023**  
COMPLETION DATE

**\$373,252.14**  
AMOUNT OF CONTRACT

**RIVER POINT**  
STREET

FROM - TO

**CO#1 (\$76,381.21)**

**TOTAL \$296,870.93**

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
SEE COMPUTER PRINTOUT FOR DETAILS						
<b>TOTALS</b>		\$293,477.93		\$296,870.93		\$3,393.00
<b>PAYMENTS</b>		\$284,146.63		\$296,870.93		\$12,724.30
<b>AMOUNT DUE, FINAL PAYMENT</b>						\$12,724.30

**6-5-24**  
Date filed with Secretary

Date approved by Board

**AMOUNT RECOMMENDED**  
**\$12,724.30**

**BOARD SIGNATURES**

*[Handwritten signatures]*

Date Paid  
Check No.  
Voucher No.  
 Chg. **4422-62100-529900**  
Copy For  
Council Board Voucher

*[Handwritten signature]* **6-5-24**  
Signature CITY ENGINEER

Contractor: VINTON CONSTRUCTION

CONTRACT AMOUNT: \$373,252.14  
 CHANGE ORDER-FINAL: (\$76,381.21)  
 \$296,870.93

CONTRACT DATE: October 2, 2023  
 COMPLETION DATE: November 17, 2023

ITEM NO.	ITEM DESCRIPTION	UNIT	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
<b>GENERAL</b>											
1.	MOBILIZATION	LS	1	\$18,011.00	1	\$18,011.00	1.00 *	100%	\$18,011.00	0.00	\$0.00
2.	CONSTRUCTION STAKING	LS	1	\$2,500.00	1	\$2,500.00	1.00 *	100%	\$2,500.00	0.00	\$0.00
3.	TRAFFIC CONTROL	LS	1	\$1,000.00	1	\$1,000.00	1.00 *	100%	\$1,000.00	0.00	\$0.00
Subtotal Items 1-3						\$21,511.00			\$21,511.00		\$0.00
<b>EROSION CONTROL</b>											
4.	SILT FENCE	LF	1,682	\$2.30	2,383	\$5,480.90	2,383 *	142%	\$5,480.90	0.00	\$0.00
5.	TRACKING PAD	EA	1	\$2,500.00	1	\$2,500.00	1 *	100%	\$2,500.00	0.00	\$0.00
6.	CLEARING AND GRUBBING	LS	1	\$8,800.00	1	\$8,800.00	1 *	100%	\$8,800.00	0.00	\$0.00
7.	EROSION MATTING	SF	26,100	\$0.38	32,832	\$12,476.16	32,832 *	126%	\$12,476.16	0.00	\$0.00
Subtotal Items 4-7						\$29,257.06			\$29,257.06		\$0.00
<b>DEMO</b>											
8.	DEMO EXISTING ASPHALT	SF	2,591	\$0.34	2,591	\$880.94	2,591 *	100%	\$880.94	0.00	\$0.00
9.	REMOVE EXISTING CONCRETE FOUNDATION	CY	237	\$67.00	118	\$7,906.00	118 *	50%	\$7,906.00	0.00	\$0.00
10.	EXCAVATE & HAUL MGP WASTE	CY	380	\$35.67	384	\$13,697.28	384 *	101%	\$13,697.28	0.00	\$0.00
Subtotal Items 8-10						\$22,484.22			\$22,484.22		\$0.00
<b>EARTHWORK</b>											
11.	IMPORT & COMPACT PHASE 1 GRANULAR FILL	CY	5,742	\$17.50	5,390	\$94,325.00	5,390 *	94%	\$94,325.00	0.00	\$0.00
12.	IMPORT & COMPACT PHASE 2 FILL	CY	6,768.00	\$19.50	2,113	\$41,203.50	2,113.00 *	31%	\$41,203.50	0.00	\$0.00
13.	MGP WASTE AREA FILL	CY	767.00	\$19.50	502	\$9,789.00	502.00 *	65%	\$9,789.00	0.00	\$0.00
Subtotal Items 11-13						\$145,317.50			\$145,317.50		\$0.00
<b>SETTLEMENT MONITORING</b>											
14.	INSTALL SETTLEMENT MONITORING PLATES	EA	5	\$427.50	5	\$2,137.50	5 *	100%	\$2,137.50	0.00	\$0.00
15.	IMPORT & COMPACT PHASE 2 FILL	EA	10.00	\$1,131.00	13	\$14,703.00	16.00 *	160%	\$18,096.00	3.00	\$3,393.00
Subtotal Items 14-15						\$16,840.50			\$20,233.50		\$3,393.00
<b>ADDENDUM #1</b>											
16.	SAWCUT EXISTING ASPHALT	LF	240	\$3.00	240	\$720.00	240 *	100%	\$720.00	0.00	\$0.00
17.	EXCAVATE & HAUL FOUNDATION WASTE	CY	150.00	\$9.20	150	\$1,380.00	150.00 *	100%	\$1,380.00	0.00	\$0.00
Subtotal Items 16-17						\$2,100.00			\$2,100.00		\$0.00
<b>ALTERNATE 2</b>											
A2.1	MOVE & COMPACT EXIST FILL ON SITE (PHASE 2)	CY	7,500	\$4.45	12,577	\$55,967.65	12,577 *	168%	\$55,967.65	0.00	\$0.00
Subtotal Alternate 2						\$55,967.65			\$55,967.65		\$0.00
<b>TOTAL FOR CONTRACT WO-23-27</b>						\$293,477.93			\$296,870.93		\$3,393.00
<b>TOTAL PAYMENT</b>						96.8%	\$284,146.63	100.0%	\$296,870.93	100.0%	\$12,724.30

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

Prepared By: J.E.

**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 **Manitowoc WO 23-27 River Point Fill 2 Project** in **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 24<sup>th</sup> day of May, 2024.

Witness: \_\_\_\_\_



  
Vinton Construction Company - CONTRACTOR

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

PROJECT Manitowoc River Point Fill 2

SUBCONTRACTOR Geotest, Inc.

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, as subcontractor, entered into a Contract with **VINTON CONSTRUCTION COMPANY** for the complete construction of the **MANITOWOC RIVER POINT FILL 2** project for 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 **VINTON CONSTRUCTION COMPANY** to the undersigned, 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 29<sup>th</sup> day of May, 2024

BY: Mary Schmidt  
Mary Schmidt  
SUBCONTRACTOR

Witness: Jaymie Mathwa

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

PROJECT Manitowoc River Point Fill 2

SUBCONTRACTOR Signature Landscapes

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, as subcontractor, entered into a Contract with VINTON CONSTRUCTION COMPANY for the complete construction of the MANITOWOC RIVER POINT FILL 2 project for 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 VINTON CONSTRUCTION COMPANY to the undersigned, 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 29 day of May, 2024

BY:   
Signature Landscapes  
SUBCONTRACTOR

Witness: Patterson



Owner: City of Manitowoc	Date: May 30, 2024
For Period: 3/14/2024 to 6/5/2024	Request No: 4
Contractor: Vinton Construction	

**CONTRACTOR'S REQUEST FOR PAYMENT**  
River Point Fill 2  
STANTEC PROJECT NO. 193805824

SUMMARY

1	Original Contract Amount		\$ 373,252.14
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 373,252.14
5	Value Completed to Date		\$ 296,870.93
7	Less Retainage to Date (5% of first 50%)		\$ 0.00
6	Less Amount Paid Previously		\$ 284,146.63
8	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	4	\$ 12,724.30

Recommended for Approval by:  
STANTEC

Jacob Woelmer 

Approved by Contractor:  
Vinton Construction  


Approved by Owner:  
City of Manitowoc  




**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

**FINAL**

**Pay App Summary Sheet**

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Stantec  
For: City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220

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**RE:** Manitowoc River Point Fill 2  
WO 23-27

**VCC#** 23116

**Invoice Date:** 5/30/2024

**Invoice #:** 23116.4

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**(Pay App #4 Detail Attached)**

Total Project To Date:	\$296,870.93
Retainage:	\$0.00
Less Previous Pay Requests:	<u>\$284,146.63</u>
<b>BALANCE DUE:</b>	<b><u>\$12,724.30</u></b>

Unit Cost Breakdown

Contractor: Vinton Construction Company

Application Date: 05/30/24

Payment Application #: 4 FINAL

VCC Job# 23116

ITEM NO.	DESCRIPTION OF WORK	Scheduled-				Work Completed Previous Request		This Request		Total Completed/Stored To Date		Scheduled Vs. Actual	Percent Complete
		Quantity	UOM	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Add(Deduct)	
<b>GENERAL</b>													
1	MOBILIZATION	1	LS	\$ 18,011.00	\$ 18,011.00	1.00	\$ 18,011.00	-	\$ -	1.00	\$ 18,011.00	\$ -	100.0%
2	CONSTRUCTION STAKING	1	LS	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	\$ -	1.00	\$ 2,500.00	\$ -	100.0%
3	TRAFFIC CONTROL	1	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	\$ -	1.00	\$ 1,000.00	\$ -	100.0%
<b>EROSION CONTROL</b>													
4	SILT FENCE	1,682	LF	\$ 2.30	\$ 3,868.60	2,383.00	\$ 5,480.90	-	\$ -	2,383.00	\$ 5,480.90	\$ (1,612.30)	141.7%
5	TRACKING PAD	1	EA	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	\$ -	1.00	\$ 2,500.00	\$ -	100.0%
6	CLEARING AND GRUBBING	1	LS	\$ 8,800.00	\$ 8,800.00	1.00	\$ 8,800.00	-	\$ -	1.00	\$ 8,800.00	\$ -	100.0%
7	EROSION MATTING	26,100	SF	\$ 0.38	\$ 9,918.00	32,832.00	\$ 12,476.16	-	\$ -	32,832.00	\$ 12,476.16	\$ (2,558.16)	125.8%
<b>DEMO</b>													
8	DEMO EXISTING ASPHALT	2,591	SF	\$ 0.34	\$ 880.94	2,591.00	\$ 880.94	-	\$ -	2,591.00	\$ 880.94	\$ -	100.0%
9	REMOVE EXISTING CONCRETE FOUNDATION	237	CY	\$ 67.00	\$ 15,879.00	118.00	\$ 7,906.00	-	\$ -	118.00	\$ 7,906.00	\$ 7,973.00	49.8%
10	EXCAVATE AND HAUL MGP WASTE	380	CY	\$ 35.67	\$ 13,554.60	384.00	\$ 13,697.28	-	\$ -	384.00	\$ 13,697.28	\$ (142.68)	101.1%
<b>EARTHWORK</b>													
11	IMPORT AND COMPACT PHASE 1 GRANULAR FILL	5,742	CY	\$ 17.50	\$ 100,485.00	5,390.00	\$ 94,325.00	-	\$ -	5,390.00	\$ 94,325.00	\$ 6,160.00	93.9%
12	IMPORT AND COMPACT PHASE 2 FILL	6,768	CY	\$ 19.50	\$ 131,976.00	2,113.00	\$ 41,203.50	-	\$ -	2,113.00	\$ 41,203.50	\$ 90,772.50	31.2%
13	MGP WASTE AREA FILL	767	CY	\$ 19.50	\$ 14,956.50	502.00	\$ 9,789.00	-	\$ -	502.00	\$ 9,789.00	\$ 5,167.50	65.4%
<b>SETTLEMENT MONITORING</b>													
14	INSTALL SETTLEMENT MONITORING PLATES	5	EA	\$ 427.50	\$ 2,137.50	5.00	\$ 2,137.50	-	\$ -	5.00	\$ 2,137.50	\$ -	100.0%
15	SURVEYING THE SETTLEMENT MONITORING PLATES	10	EA	\$ 1,131.00	\$ 11,310.00	13.00	\$ 14,703.00	3.00	\$ 3,393.00	16.00	\$ 18,096.00	\$ (6,786.00)	160.0%
<b>ADDENDUM #1</b>													
16	SAWCUT EXISTING ASPHALT	240	LF	\$ 3.00	\$ 720.00	240.00	\$ 720.00	-	\$ -	240.00	\$ 720.00	\$ -	100.0%
17	EXCAVATE AND HAUL FOUNDATION WASTE	150	CY	\$ 9.20	\$ 1,380.00	150.00	\$ 1,380.00	-	\$ -	150.00	\$ 1,380.00	\$ -	100.0%
<b>ADD ALTERNATE 2</b>													
A2.1	MOVE AND COMPACT EXISTING FILL ON SITE (PHASE 2)	7,500	CY	\$ 4.45	\$ 33,375.00	12,577.00	\$ 55,967.65	-	\$ -	12,577.00	\$ 55,967.65	\$ (22,592.65)	167.7%
<b>Total:</b>					\$ 373,252.14		\$ 293,477.93		\$ 3,393.00		\$ 296,870.93	\$ 76,381.21	
Less: Retainage (5% - 1st 50% of Contract)							9,331.30		\$ (9,331.30)		\$ -		
<b>Total:</b>							284,146.63		\$ 12,724.30		\$ 296,870.93		
Amount Previously Paid							284,146.63		\$ -		\$ 284,146.63		
Amount Due This Request									\$ 12,724.30		\$ 12,724.30		