

AMOUNT OF CONTRACT
1000000
2000000
3000000
4000000
5000000
6000000
7000000
8000000
9000000
10000000
11000000
12000000
13000000
14000000
15000000
16000000
17000000
18000000
19000000
20000000
21000000
22000000
23000000
24000000
25000000
26000000
27000000
28000000
29000000
30000000
31000000
32000000
33000000
34000000
35000000
36000000
37000000
38000000
39000000
40000000
41000000
42000000
43000000
44000000
45000000
46000000
47000000
48000000
49000000
50000000
51000000
52000000
53000000
54000000
55000000
56000000
57000000
58000000
59000000
60000000
61000000
62000000
63000000
64000000
65000000
66000000
67000000
68000000
69000000
70000000
71000000
72000000
73000000
74000000
75000000
76000000
77000000
78000000
79000000
80000000
81000000
82000000
83000000
84000000
85000000
86000000
87000000
88000000
89000000
90000000
91000000
92000000
93000000
94000000
95000000
96000000
97000000
98000000
99000000
100000000

COMPLETION DATE

FROM - TO

Voucher

CITY ENGINEER

PAY ESTIMATE WORKSHEET

FOR 2024 ASPHALT CONCRETE PAVING-LINCOLN PK TENNIS

CITY OF MANITOWOC

CONTRACT NO. WS-24-15

PAY ESTIMATE NO.: 3-Final

DATE: October 16, 2024

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$434,019.90

Change Order #1: \$8,194.00

Change Order #2-Final: \$5,875.76

\$448,089.66

CONTRACT DATE: March 4, 2024

COMPLETION DATE: July 26, 2024

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
Asphalt Paving-Lincoln Park Tennis courts 1,2 & 3 Repaving											
1	Mobilization	LS	1	\$47,500.00	1.00	\$47,500.00	1.00	100%	\$47,500.00	0.00	\$0.00
2	Tracking Pad	LS	1	\$3,000.00	1.00	\$3,000.00	1.00	100%	\$3,000.00	0.00	\$0.00
3	Type "B" Inlet Protection	EA	2	\$75.00	2.00	\$150.00	2.00	100%	\$150.00	0.00	\$0.00
4	Clearing	ID	125	\$20.00	173.00	\$3,460.00	173.00	138%	\$3,460.00	0.00	\$0.00
5	Grubbing	ID	204	\$15.00	279.00	\$4,185.00	279.00	137%	\$4,185.00	0.00	\$0.00
6	Remove Bench	EA	3	\$125.00	3.00	\$375.00	3.00	100%	\$375.00	0.00	\$0.00
7	Remove Light Pole	EA	1	\$1,000.00	1.00	\$1,000.00	1.00	100%	\$1,000.00	0.00	\$0.00
8	Stripping Topsoil	LS	1	\$11,500.00	1.00	\$11,500.00	1.00	100%	\$11,500.00	0.00	\$0.00
9	Borrow Material	CY	60	\$60.00	0.00	\$0.00	0.00	0%	\$0.00	0.00	\$0.00
10	Pulverize Existing Asphalt	SY	2189	\$3.62	2,189.00	\$7,924.18	2,189.00	100%	\$7,924.18	0.00	\$0.00
11	3/4" Limestone C.A.B.C. for Pine Grading	TON	22	\$26.06	43.03	\$1,121.36	43.03	196%	\$1,121.36	0.00	\$0.00
12	HMA Pavement, Type 4LT 58-28S	TON	200	\$170.39	217.79	\$37,109.24	217.79	109%	\$37,109.24	0.00	\$0.00
13	Tack Coat	GAL	110	\$3.89	90.00	\$350.10	90.00	82%	\$350.10	0.00	\$0.00
14	HMA Pavement, Type 5LT 58-28S	TON	200	\$156.75	0.00	\$0.00	0.00	0%	\$0.00	0.00	\$0.00
15	Sawing Asphalt Joints	LF	400	\$4.00	400.00	\$1,600.00	400.00	100%	\$1,600.00	0.00	\$0.00
16	6" Concrete Sidewalk w/2" C.A.B.C.	SF	858	\$14.50	880.00	\$12,760.00	880.00	103%	\$12,760.00	0.00	\$0.00
17	Remove Storm Sewer	LF	35	\$20.00	35.00	\$700.00	35.00	100%	\$700.00	0.00	\$0.00
18	Furnish and Install Type 1 Field Inlet	EA	2	\$1,376.00	2.00	\$2,752.00	2.00	100%	\$2,752.00	0.00	\$0.00
19	Furnish & Install Storm Inlet Casting (R-2050-A	EA	2	\$967.00	2.00	\$1,934.00	2.00	100%	\$1,934.00	0.00	\$0.00
20	Furnish & Install 8" Storm Sewer Pipe, PVC (SDR-35)	LF	140	\$48.00	148.00	\$7,104.00	148.00	106%	\$7,104.00	0.00	\$0.00
21	Furnish & Install 6" Storm Sewer Pipe, PVC (SDR-35)	LF	130	\$40.00	135.00	\$5,400.00	135.00	104%	\$5,400.00	0.00	\$0.00
22	Furnish & Install 4" Perforated PVC (SDR-35) Storm Sewer w/Sock (Under Tennis Courts)	LF	437	\$38.00	431.00	\$16,378.00	431.00	99%	\$16,378.00	0.00	\$0.00
23	Furnish & Install 8" CMP Endwall	EA	2	\$450.00	2.00	\$900.00	2.00	100%	\$900.00	0.00	\$0.00
24	Rip Rap (Medium)	TON	15	\$125.00	0.00	\$0.00	16.00	107%	\$2,000.00	16.00	\$2,000.00
25	Concrete Retaining Wall, 4' High (Cast-in-Place)	LF	200	\$551.00	200.00	\$110,200.00	200.00	100%	\$110,200.00	0.00	\$0.00
26	Furnish & Install 4" Perforated PVC (SDR-35) Storm Sewer w/Sock (Behind Retaining Wall)	LF	203	\$21.00	203.00	\$4,263.00	203.00	100%	\$4,263.00	0.00	\$0.00
27	3/4" Limestone C.A.B.C. (for Concrete Wall Back	TON	120	\$35.00	120.00	\$4,200.00	120.00	100%	\$4,200.00	0.00	\$0.00
28	3" Pulverized Topsoil	SY	1663	\$7.00	1,617.00	\$11,319.00	1,617.00	97%	\$11,319.00	0.00	\$0.00
29	Seed (#40), Fertilizer, and Water	SY	1663	\$1.50	1,617.00	\$2,425.50	1,617.00	97%	\$2,425.50	0.00	\$0.00
30	Erosion Mat Class 1, Urban, Type A	SY	1663	\$3.00	300.00	\$900.00	1,617.00	97%	\$4,851.00	1,317.00	\$3,951.00
31	Remove Existing Fence	LF	566	\$5.00	566.00	\$2,830.00	566.00	100%	\$2,830.00	0.00	\$0.00
32	Furnish & Install 10-Foot High Exterior Fence	LF	366	\$86.00	366.00	\$31,476.00	366.00	100%	\$31,476.00	0.00	\$0.00
33	Furnish & Install 6-Foot High Exterior Fence	LF	200	\$67.00	200.00	\$13,400.00	200.00	100%	\$13,400.00	0.00	\$0.00

PAY ESTIMATE WORKSHEET

FOR 2024 ASPHALT CONCRETE PAVING-LINCOLN PK TENNIS

CITY OF MANITOWOC

CONTRACT NO. WS-24-15

PAY ESTIMATE NO.: 3-Final

DATE: October 16, 2024

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$434,019.90

Change Order #1: \$8,194.00

Change Order #2-Final: \$5,875.76

\$448,089.66

CONTRACT DATE: March 4, 2024

COMPLETION DATE: July 26, 2024

ITEM NO.	ITEM DESCRIPTION	BID 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
Asphalt Paving-Lincoln Park Tennis courts 1,2 & 3 Repaving											
34	Furnish & Install 4' Wide x 8' High Gate	EA	4	\$2,175.00	4.00	\$8,700.00	4.00 *	100%	\$8,700.00	0.00	\$0.00
35	Tennis Net & Post System (Furnish & Install)	EA	3	\$2,340.00	3.00	\$7,020.00	3.00 *	100%	\$7,020.00	0.00	\$0.00
36	Tennis Surfacing and Striping	SY	2190	\$16.00	2,190.00	\$35,040.00	2,190.00 *	100%	\$35,040.00	0.00	\$0.00
CO#1	Virgin Mix in lieu of 5LT 58-285	TON	200	\$197.72	218.30	\$43,162.28	218.30 *	109%	\$43,162.28	0.00	\$0.00
Subtotal Items 1-36 & CO						\$442,138.66			\$448,089.66		\$5,951.00
TOTAL FOR CONTRACT WS-24-1						\$442,138.66			\$448,089.66		\$5,951.00
TOTAL PAYMENT						97.5% \$431,288.16	100.0%		\$448,089.66	100.0%	\$16,801.50

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

Prepared By: J.E.

4600.51200.582900 O.K. to Pay
J.J.M.
10/14/24



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

REVISED FINAL

Pay App Summary Sheet

Department of Public Works
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

RE: Manitowoc Asphalt Paving
Lincoln Park Tennis Courts
Project WS 24-15

VCC# 24031

Invoice Date: 10/11/2024

Invoice #: 24031.3

(Pay App #3 Detail Attached)

Total Project To Date: \$448,089.66

Retainage: \$0.00

Less Previous Pay Requests: \$431,288.16

BALANCE DUE: **\$16,801.50**

Unit Cost Breakdown

Project: Manitowoc Asphalt Pvg - Lincoln Park Tennis Courts WSP-219 3

Contractor: Vinton Construction Company

Application Date: 10/11/24

Payment Application #: 3 REVISED

VCC Job# 24031

ITEM NO.	DESCRIPTION OF WORK												
		Scheduled-				Work Completed				Total Completed/Stored		Scheduled Vs.	Percent Complete
		Quantity	UOM	Unit Price	Amount	Previous Request		This Request		To Date		Actual	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Add(Deduct)	
Asphalt Paving -Lincoln Park Tennis Courts 1, 2 & 3 Repaving													
1	Mobilization	1.00	LS	\$ 47,500.00	\$ 47,500.00	1.00	\$ 47,500.00	-	\$ -	1.00	\$ 47,500.00	\$ -	100.0%
2	Tracking Pad	1.00	LS	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	-	\$ -	1.00	\$ 3,000.00	\$ -	100.0%
3	Type "B" Inlet Protection	2.00	EA	\$ 75.00	\$ 150.00	2.00	\$ 150.00	-	\$ -	2.00	\$ 150.00	\$ -	100.0%
4	Clearing	125.00	ID	\$ 20.00	\$ 2,500.00	173.00	\$ 3,460.00	-	\$ -	173.00	\$ 3,460.00	\$ (960.00)	138.4%
5	Grubbing	204.00	ID	\$ 15.00	\$ 3,060.00	279.00	\$ 4,185.00	-	\$ -	279.00	\$ 4,185.00	\$ (1,125.00)	136.8%
6	Remove Bench	3.00	EA	\$ 125.00	\$ 375.00	3.00	\$ 375.00	-	\$ -	3.00	\$ 375.00	\$ -	100.0%
7	Remove Light Pole	1.00	EA	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	\$ -	1.00	\$ 1,000.00	\$ -	100.0%
8	Stripping Topsoil	1.00	LS	\$ 11,500.00	\$ 11,500.00	1.00	\$ 11,500.00	-	\$ -	1.00	\$ 11,500.00	\$ -	100.0%
9	Borrow Material	60.00	CY	\$ 60.00	\$ 3,600.00	-	\$ -	-	\$ -	-	\$ -	\$ 3,600.00	0.0%
10	Pulverize Existing Asphalt	2189.00	SY	\$ 3.62	\$ 7,924.18	2,189.00	\$ 7,924.18	-	\$ -	2,189.00	\$ 7,924.18	\$ -	100.0%
11	3/4" Limestone C.A.B.C. for Fine Grading	22.00	TON	\$ 26.06	\$ 573.32	43.03	\$ 1,121.36	-	\$ -	43.03	\$ 1,121.36	\$ (548.04)	195.6%
12	HMA Pavement, Type 4LT 58-28S	200.00	TON	\$ 170.39	\$ 34,078.00	217.79	\$ 37,109.24	-	\$ -	217.79	\$ 37,109.24	\$ (3,031.24)	108.9%
13	Tack Coat	110.00	GAL	\$ 3.89	\$ 427.90	90.00	\$ 350.10	-	\$ -	90.00	\$ 350.10	\$ 77.80	81.8%
14	HMA Pavement, Type 5LT 58-28S	0.00	TON	\$ 156.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	#DIV/0!
15	Sawing Asphalt Joints	400.00	LF	\$ 4.00	\$ 1,600.00	400.00	\$ 1,600.00	-	\$ -	400.00	\$ 1,600.00	\$ -	100.0%
16	6" Concrete Sidewalk w/2" C.A.B.C.	858.00	SF	\$ 14.50	\$ 12,441.00	880.00	\$ 12,760.00	-	\$ -	880.00	\$ 12,760.00	\$ (319.00)	102.6%
17	Remove Storm Sewer	35.00	LF	\$ 20.00	\$ 700.00	35.00	\$ 700.00	-	\$ -	35.00	\$ 700.00	\$ -	100.0%
18	Furnish and Install Type 1 Field Inlet	2.00	EA	\$ 1,376.00	\$ 2,752.00	2.00	\$ 2,752.00	-	\$ -	2.00	\$ 2,752.00	\$ -	100.0%
19	Furnish & Install Storm Inlet Casting (R-2050-A)	2.00	EA	\$ 967.00	\$ 1,934.00	2.00	\$ 1,934.00	-	\$ -	2.00	\$ 1,934.00	\$ -	100.0%
20	Furnish & Install 8" Storm Sewer Pipe, PVC (SDR-35)	140.00	LF	\$ 48.00	\$ 6,720.00	148.00	\$ 7,104.00	-	\$ -	148.00	\$ 7,104.00	\$ (384.00)	105.7%
21	Furnish & Install 6" Storm Sewer Pipe, PVC (SDR-35)	130.00	LF	\$ 40.00	\$ 5,200.00	135.00	\$ 5,400.00	-	\$ -	135.00	\$ 5,400.00	\$ (200.00)	103.8%
22	Furnish & Install 4" Perforated PVC (SDR-35) Storm Sewer w/Sock (Under Tennis Courts)	437.00	LF	\$ 38.00	\$ 16,606.00	431.00	\$ 16,378.00	-	\$ -	431.00	\$ 16,378.00	\$ 228.00	98.6%
23	Furnish & Install 8" CMP Endwall	2.00	EA	\$ 450.00	\$ 900.00	2.00	\$ 900.00	-	\$ -	2.00	\$ 900.00	\$ -	100.0%
24	Rip Rap (Medium)	15.00	TON	\$ 125.00	\$ 1,875.00	-	\$ -	16.00	\$ 2,000.00	16.00	\$ 2,000.00	\$ (125.00)	106.7%
25	Concrete Retaining Wall, 4' High (Cast-in-Place)	200.00	LF	\$ 551.00	\$ 110,200.00	200.00	\$110,200.00	-	\$ -	200.00	\$ 110,200.00	\$ -	100.0%
26	Furnish & Install 4" Perforated PVC (SDR-35) Storm Sewer w/Sock (Behind Retaining Wall)	203.00	LF	\$ 21.00	\$ 4,263.00	203.00	\$ 4,263.00	-	\$ -	203.00	\$ 4,263.00	\$ -	100.0%
27	3/4" Limestone C.A.B.C. (for Concrete Wall Backfill)	120.00	TON	\$ 35.00	\$ 4,200.00	120.00	\$ 4,200.00	-	\$ -	120.00	\$ 4,200.00	\$ -	100.0%
28	3" Pulverized Topsoil	1663.00	SY	\$ 7.00	\$ 11,641.00	1,617.00	\$ 11,319.00	-	\$ -	1,617.00	\$ 11,319.00	\$ 322.00	97.2%
29	Seed (#40), Fertilizer, and Water	1663.00	SY	\$ 1.50	\$ 2,494.50	1,617.00	\$ 2,425.50	-	\$ -	1,617.00	\$ 2,425.50	\$ 69.00	97.2%

Unit Cost Breakdown

Project: Manitowoc Asphalt Pvg - Lincoln Park Tennis Courts WCD 15-1 Page 3 of 3

Contractor: Vinton Construction Company

Application Date: 10/11/24

Payment Application #: 3 REVISED

VCC Job# 24031

ITEM NO.	DESCRIPTION OF WORK	Scheduled-				Work Completed Previous Request				Total Completed/Stored To Date		Scheduled Vs. Actual	Percent Complete
		Quantity	UOM	Unit Price	Amount	This Request		Quantity	Amount	Quantity	Amount		
						Quantity	Amount					Add(Deduct)	
	Asphalt Paving -Lincoln Park Tennis Courts 1, 2 & 3 Repaving												
30	Erosion Mat Class 1, Urban, Type A	1663.00	SY	\$ 3.00	\$ 4,989.00	1,617.00	\$ 4,851.00	-	\$ -	1,617.00	\$ 4,851.00	\$ 138.00	97.2%
31	Remove Existing Fence	566.00	LF	\$ 5.00	\$ 2,830.00	566.00	\$ 2,830.00	-	\$ -	566.00	\$ 2,830.00	\$ -	100.0%
32	Furnish & Install 10-Foot High Exterior Fence (BLACK)	366.00	LF	\$ 86.00	\$ 31,476.00	366.00	\$ 31,476.00	-	\$ -	366.00	\$ 31,476.00	\$ -	100.0%
33	Furnish & Install 6-Foot High Exterior Fence (BLACK)	200.00	LF	\$ 67.00	\$ 13,400.00	200.00	\$ 13,400.00	-	\$ -	200.00	\$ 13,400.00	\$ -	100.0%
34	Furnish & Install 4' Wide x 8' High Gate	4.00	EA	\$ 2,175.00	\$ 8,700.00	4.00	\$ 8,700.00	-	\$ -	4.00	\$ 8,700.00	\$ -	100.0%
35	Tennis Net & Post System (Furnish & Install)	3.00	EA	\$ 2,340.00	\$ 7,020.00	3.00	\$ 7,020.00	-	\$ -	3.00	\$ 7,020.00	\$ -	100.0%
36	Tennis Surfacing and Striping	2190.00	SY	\$ 16.00	\$ 35,040.00	2,190.00	\$ 35,040.00	-	\$ -	2,190.00	\$ 35,040.00	\$ -	100.0%
WCD 15-1	Virgin Mix in lieu of 5LT58-285	200.00	TON	\$ 197.72	\$ 39,544.00	218.30	\$ 43,162.28	-	\$ -	218.30	\$ 43,162.28	\$ (3,618.28)	109.2%
	Total:				\$ 442,213.90		\$446,089.66		\$ 2,000.00		\$ 448,089.66	\$ (5,875.76)	
	Less: 5% Retainage						\$ 10,850.50		\$ (10,850.50)		\$ -		
	Total:						\$435,239.16		\$ 12,850.50		\$ 448,089.66		
	Amount Previously Paid						\$431,288.16		\$ -		\$ 431,288.16		
	Amount DueThis Request						3,951.00		\$ 12,850.50		\$ 16,801.50		

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 WS 24-15 Asphalt Paving Lincoln Parks Tennis Courts 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 10th day of October, 2024.

Witness: 



Vinton Construction Company - CONTRACTOR

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

PROJECT Manitowoc WS 24-15 Asphalt Paving Lincoln Park Tennis Courts

SUBCONTRACTOR Century Fence

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 WS 24-15 Asphalt Paving Lincoln Park Tennis Courts Project for the City of 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 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 7th day of October, 2024

BY: 

Century Fence

SUBCONTRACTOR

Witness: 

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

PROJECT Manitowoc WS 24-15 Asphalt Paving Lincoln Park Tennis Courts

SUBCONTRACTOR Highway Landscapers, 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 WS 24-15 Asphalt Paving Lincoln Park Tennis Courts Project for the City of 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 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 7th day of October, 2024

BY:

Ron Akirki

Highway Landscapers, Inc.
SUBCONTRACTOR

Witness:

Heather B. al

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

PROJECT Manitowoc WS 24-15 Asphalt Paving Lincoln Park Tennis Courts

SUBCONTRACTOR Huzisaso Construction

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 WS 24-15 Asphalt Paving Lincoln Park Tennis Courts Project for the City of 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 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 8th day of October, 2024

BY: X

[Signature]

Huzisaso Construction
SUBCONTRACTOR

Witness: [Signature]

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

PROJECT Manitowoc WS 24-15 Asphalt Paving Lincoln Park Tennis Courts

SUBCONTRACTOR Munson, 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 WS 24-15 Asphalt Paving Lincoln Park Tennis Courts Project for the City of 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 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 10 day of October, 2021

BY:


Munson, Inc.
SUBCONTRACTOR

Witness:



FULL WAIVER OF CONSTRUCTION LIEN

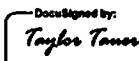

§779.05, Wis. Stats.

Date: **October 7, 2024**

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: **City of Manitowoc WS24-15 Asphalt Paving Lincoln Park Tennis Courts Project (NEA #618396)**
☐ Legal description attached.
3. Contractor's Work furnished at the request of:

VINTON CONTRUCTION CO
PO Box 1987
Manitowoc, WI 54221
4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
☐ The following work:
☒ 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: Taylor Tauer
(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.