



Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$675,147.25  
 CHANGE ORDER #1: \$4,500.00  
 CHANGE ORDER #2-FINAL: (\$15,349.73)  
\$664,297.52

CONTRACT DATE: March 16, 2020  
 COMPLETION DATE: September 15, 2020

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 - E & W Crescent Drive, S. 21st Railroad Tracks											
1.	Mobilization	LS	1	\$38,500.00	1.00	\$38,500.00	1.00	100%	\$38,500.00	0.00	\$0.00
2.	Traffic Control	LS	1	\$7,400.00	1.00	\$7,400.00	1.00	100%	\$7,400.00	0.00	\$0.00
3.	Inlet Protection Type "D"	EA	9	\$125.00	9.00	\$1,125.00	9.00	100%	\$1,125.00	0.00	\$0.00
4.	Sediment Log	LF	25	\$12.00	25	\$300.00	25	100%	\$300.00	0.00	\$0.00
5.	Unclassified Excavation (Incl. Pavement, driveways)	CY	3,242	\$19.21	3,242	\$62,278.82	3,242	100%	\$62,278.82	0.00	\$0.00
6.	Clearing	ID	134	\$20.00	140.0	\$2,800.00	140.0	104%	\$2,800.00	0.00	\$0.00
7.	Grubbing	ID	134	\$20.00	140	\$2,800.00	140	104%	\$2,800.00	0.00	\$0.00
8.	Sawing Concrete Pavement (Full Depth)	LF	111	\$3.50	144	\$504.00	144	130%	\$504.00	0.00	\$0.00
9.	8" Crushed Aggregate Base Course	SY	5,989	\$6.25	5,989	\$37,431.25	5,989	100%	\$37,431.25	0.00	\$0.00
10.	8" Breaker Run Stone Material (6" and down)	SY	5,989	\$6.25	5,989	\$37,431.25	5,989	100%	\$37,431.25	0.00	\$0.00
11.	30" Concrete Curb and Gutter - Type D	LF	2,785	\$16.95	2,780.5	\$47,129.48	2,780.5	100%	\$47,129.48	0.00	\$0.00
12.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	12	\$10.00	10	\$100.00	10	83%	\$100.00	0.00	\$0.00
13.	EMA Pavement, Type 4LT 58-285	TON	886	\$110.20	926.86	\$102,139.97	926.86	105%	\$102,139.97	0.00	\$0.00
14.	Tack Coat	GAL	260	\$3.89	175	\$680.75	175	67%	\$680.75	0.00	\$0.00
15.	4" Concrete Sidewalk (Remove and Replace)	SF	120	\$10.00	193	\$1,930.00	193	161%	\$1,930.00	0.00	\$0.00
16.	6" Concrete Sidewalk (Remove and Replace)	SF	213	\$10.00	203	\$2,030.00	203	95%	\$2,030.00	0.00	\$0.00
17.	New 4" Concrete Sidewalk	SF	155	\$10.00	129	\$1,290.00	129	83%	\$1,290.00	0.00	\$0.00
18.	New 6" Concrete Sidewalk/Driveway	SF	2,647	\$7.25	2,371	\$17,189.75	2,371	90%	\$17,189.75	0.00	\$0.00
19.	Detectable Warning Fields	SF	16	\$35.00	16	\$560.00	16	100%	\$560.00	0.00	\$0.00
20.	3" Pulverized Topsoil	SY	1,796	\$6.00	1,688	\$10,128.00	1,688	94%	\$10,128.00	0.00	\$0.00
21.	Sod, Fertilizer, and Water	SY	1,263	\$14.75	1,333	\$19,661.75	1,333	106%	\$19,661.75	0.00	\$0.00
22.	Seed (Mixture No. 40), Fertilizer & Water	SY	533	\$5.00	437	\$2,185.00	437	82%	\$2,185.00	0.00	\$0.00
23.	Erosion Mat, Urban Class 1, Type A	SY	533	\$3.00	355	\$1,065.00	355	67%	\$1,065.00	0.00	\$0.00
24.	Remove Storm Sewer	LF	776	\$12.75	763	\$9,728.25	763	98%	\$9,728.25	0.00	\$0.00
25.	Abandon Storm Sewer Pipe	LF	322	\$8.00	322	\$2,576.00	322	100%	\$2,576.00	0.00	\$0.00
26.	Remove Inlet	EA	4	\$257.00	4.00	\$1,028.00	4.00	100%	\$1,028.00	0.00	\$0.00
27.	Remove Storm Manhole	EA	6	\$545.00	6	\$3,270.00	6	100%	\$3,270.00	0.00	\$0.00
28.	Furnish & Install 12" PVC SDR-35, Storm Sewer	LF	562	\$68.00	559	\$38,012.00	559	99%	\$38,012.00	0.00	\$0.00
29.	Furnish & Install 15" PVC SDR-35, Storm Sewer	LF	651	\$83.80	645	\$54,051.00	645	99%	\$54,051.00	0.00	\$0.00
30.	Furnish & Install 6" PVC Pipe (SDR 35), Mini-Storm	LF	92	\$44.80	92.0	\$4,121.60	92.0	100%	\$4,121.60	0.00	\$0.00
31.	Furnish & Install 6" PVC Pipe (SDR-35), Building St	LF	204	\$84.65	165	\$13,967.25	165	81%	\$13,967.25	0.00	\$0.00

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32.	Furnish & Install 6" Perforated PVC Pipe W/Sock (SDR-35) Storm	LF	20	\$30.00	25.0	\$750.00	25.0	125%	\$750.00	0.00	\$0.00
33.	Reconnect Storm Building Service	EA	10	\$344.25	11.0	\$3,786.75	11.0	110%	\$3,786.75	0.00	\$0.00
34.	Furnish & Install Standard Manhole, Type 1	VF	31.05	\$630.00	31.51	\$19,851.30	31.51	101%	\$19,851.30	0.00	\$0.00
35.	Furnish & Install Standard Manhole, Type 4	VF	7.16	\$535.00	7.18	\$3,841.30	7.18	100%	\$3,841.30	0.00	\$0.00
36.	Furnish & Install Type 3 Inlet	EA	10	\$1,802.00	10	\$18,020.00	10	100%	\$18,020.00	0.00	\$0.00
37.	Furnish & Install Type J Casting (R-1550-A), Storm	EA	7	\$425.00	8	\$3,400.00	8	114%	\$3,400.00	0.00	\$0.00
38.	Furnish & Install Type H Casting (R-3067-R Diagonal), Storm	EA	11	\$613.00	11.0	\$6,743.00	11.0	100%	\$6,743.00	0.00	\$0.00
39.	Furnish & Install Stone Trench	LF	72	\$48.00	72	\$3,456.00	72	100%	\$3,456.00	0.00	\$0.00
40.	Furnish & Install Trench Backfill	TON	2,025	\$12.55	1,849	\$23,204.95	1,849	91%	\$23,204.95	0.00	\$0.00
41.	Telovise Storm Sewer (Mainline & Leads)	LF	1,216	\$2.60	1,204	\$3,130.40	1,204	99%	\$3,130.40	0.00	\$0.00
42.	Adjusting Manhole Casting	EA	7	\$750.00	6	\$4,500.00	6	86%	\$4,500.00	0.00	\$0.00
43.	Abandon Sanitary Manhole	EA	1	\$815.00	1	\$815.00	1	100%	\$815.00	0.00	\$0.00
44.	Adjusting Water Service Box	EA	4	\$300.00	1	\$300.00	1	25%	\$300.00	0.00	\$0.00
45.	Water Main Offset	LS	1	\$6,450.00	0.0	\$0.00	0.0	0%	\$0.00	0.00	\$0.00
CO#1	Geo Grid	SY	1,500	\$3.00	1,250.0	\$3,750.00	1,250.0	83%	\$3,750.00	0.00	\$0.00
Subtotal Items 1-45						\$618,962.82			\$618,962.82		\$0.00
<b>S. 21st Street Railroad Tracks</b>											
46.	Mobilisation	LS	1	\$12,000.00	1	\$12,000.00	1	100%	\$12,000.00	0.00	\$0.00
47.	Traffic Control	LS	1	\$1,300.00	1	\$1,300.00	1	100%	\$1,300.00	0.00	\$0.00
48.	Inlet Protection Type "D"	EA	4	\$125.00	4	\$500.00	4	100%	\$500.00	0.00	\$0.00
49.	Unclassified Excavation (Pavement, driveways, Sidewalks)	CY	82	\$45.73	82	\$3,749.86	82.0	100%	\$3,749.86	0.00	\$0.00
50.	Sawing Concrete or Asphalt Pavement (Full Depth)	LF	167	\$3.50	134	\$469.00	134	80%	\$469.00	0.00	\$0.00
51.	Crushed Aggregate Base Course	TON	50	\$18.90	84	\$1,587.60	84	168%	\$1,587.60	0.00	\$0.00
52.	HMA Pavement, Type 4LT 58-285	TON	138	\$144.84	108.79	\$15,757.14	108.79	79%	\$15,757.14	0.00	\$0.00
53.	Furnish & Install Type J Casting (R-1550-A), Storm	EA	1	\$425.00	1	\$425.00	1	100%	\$425.00	0.00	\$0.00
54.	Adjusting Manhole Casting	EA	3	\$750.00	3	\$2,250.00	3	100%	\$2,250.00	0.00	\$0.00
55.	Adjusting Inlet Casting	EA	3	\$750.00	3	\$2,250.00	3	100%	\$2,250.00	0.00	\$0.00
56.	3" Pulverized Topsoil	SY	4	\$50.00	6	\$300.00	6	150%	\$300.00	0.00	\$0.00
57.	Seed (#40), Fertilizer, and Water	SY	4	\$20.00	6	\$120.00	6.0	150%	\$120.00	0.00	\$0.00

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			QUANTITY	PRICE	PREVIOUS COMPLETED	PREVIOUS COMPLETED	COMPLETED TO DATE	COMPLETED TO DATE	COMPLETED TO DATE	DIFFERENCE	DIFFERENCE
58.	Erosion Mat, Urban Class 1, Type A	SY	4	\$20.00	6	\$120.00	6.0 *	150%	\$120.00	0.00	\$0.00
59.	Pavement Marking, Epoxy, 18" Stop Line	LF	22	\$15.55	22	\$342.10	22 *	100%	\$342.10	0.00	\$0.00
60.	Pavement Marking, Epoxy, 6" Diagonal/Edge	LF	581	\$6.75	588	\$3,969.00	588 *	101%	\$3,969.00	0.00	\$0.00
61.	Pavement Marking, Epoxy, Type 2 Arrow	EA	1	\$195.00	1	\$195.00	1 *	100%	\$195.00	0.00	\$0.00
Subtotal Items 46-61						\$45,334.70			\$45,334.70		\$0.00
<b>TOTAL FOR CONTRACT WS-20-4</b>						<b>\$664,297.52</b>			<b>\$664,297.52</b>		<b>\$0.00</b>
<b>TOTAL PAYMENT</b>						<b>97.5% \$647,418.84</b>		<b>100.0%</b>	<b>\$664,297.52</b>	<b>100.0%</b>	<b>\$16,878.68</b>

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

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

O.K. to Pay  
 J.M.  
 12/1/2020



**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

**INVOICE**

City of Manitowoc  
 900 Quay Street  
 Manitowoc, WI 54220

RE: WS-20-4

Terms: Net-30

VCC# 20041

Invoice Date: December 1, 2020

INVOICE #: 20041.4

ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
Work completed thru December 1, 2020 2020 Asphalt - WS-20-4 <u>Pay App#4 - FINAL</u>					
<b><u>E. &amp; W. Crescent Drive &amp; Pheasant Lane</u></b>					
1	1.00	LS	Mobe	38,500.00	38,500.00
2	1.00	LS	Traffic Control	7,400.00	7,400.00
3	9.00	EA	Inlet Protection Type "D"	125.00	1,125.00
4	25.00	LF	Sediment Log	12.00	300.00
5	3,242.00	CY	Unclassified Excavation (Pvt, driveways)	19.21	62,278.82
6	140.00	ID	Clearing	20.00	2,800.00
7	140.00	ID	Grubbing	20.00	2,800.00
8	144.00	LF	Sawing Concrete Pavement(Full Depth)	3.50	504.00
9	5,989.00	SY	8" Crushed Aggregate Base Course	6.25	37,431.25
10	5,989.00	SY	8" Breaker Run Stone Material (6" and Down)	6.25	37,431.25
11	2,780.50	LF	30" Concrete Curb and Gutter, Type D	16.95	47,129.48
12	10.00	EA	3/4" Epoxy Coated Tie Bars (Includes Drilling)	10.00	100.00
13	926.86	TON	HMA Pavement, Type 4LT 58-28S	110.20	102,139.97
14	175.00	GAL	Tack Coat	3.89	680.75
15	193.00	SF	4" Concrete Sidewalk (R&R)	10.00	1,930.00
16	203.00	SF	6" Concrete Driveway (R&R)	10.00	2,030.00
17	129.00	SF	New 4" Concrete Sidewalk	10.00	1,290.00
18	2,371.00	SF	New 6" Concrete Sidewalk/Driveway	7.25	17,189.75
19	16.00	SF	Detectable Warning Field	35.00	560.00
20	1,688.00	SY	3" Pulverized Topsoil	6.00	10,128.00
21	1,333.00	SY	Sod, Fertilizer, and Water	14.75	19,661.75
22	437.00	SY	Seed (#40), Fertilizer, Water	5.00	2,185.00
23	355.00	SY	Erosion Mat Class 1, Urban, Type A	3.00	1,065.00

Invoice Date: December 1, 2020

INVOICE #: 20041.4

ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
24	763.00	LF	Remove Storm Sewer	12.75	9,728.25
25	322.00	LF	Abandon Storm Sewer Pipe	8.00	2,576.00
26	4.00	EA	Remove Inlet	257.00	1,028.00
27	6.00	EA	Remove Storm Manhole	545.00	3,270.00
28	559.00	LF	F&I 12" PVC Pipe (SDR 35), Storm	68.00	38,012.00
29	645.00	LF	F&I 15" PVC Pipe (SDR 35), Storm	83.80	54,051.00
30	92.00	LF	F&I 6" PVC Pipe (SDR 35), Mini-Storm	44.80	4,121.60
31	165.00	LF	F&I 6" PVC Pipe (SDR 35), Building Storm	84.65	13,967.25
32	25.00	LF	F&I 6" Perf PVC Pipe W/Sock(SDR 35)Storm	30.00	750.00
33	11.00	EA	Reconnect Storm Building Service	344.25	3,786.75
34	31.51	VF	F&I Standard Manhole, Type 1	630.00	19,851.30
35	7.18	VF	F&I Standard Manhole, Type 4	535.00	3,841.30
36	10.00	EA	F&I Type 3 Inlet	1,802.00	18,020.00
37	8.00	EA	F&I Type J Casting (R-1550-A), Storm	425.00	3,400.00
38	11.00	EA	F&I Type H Casting (R-3067-R Diagonal),	613.00	6,743.00
39	72.00	LF	F&I Stone Trench	48.00	3,456.00
40	1,849.00	TON	F&I Trench Backfill	12.55	23,204.95
41	1,204.00	LF	Televise Storm Sewer(Mainline & Leads)	2.60	3,130.40
42	6.00	EA	Adjusting Manhole Casting	750.00	4,500.00
43	1.00	EA	Abandon Sanitary Manhole	815.00	815.00
44	1.00	EA	Adjusting Water Service Box	300.00	300.00
45	0.00	LS	Water Main Offset	6,450.00	0.00
WCD4.1	1,250.00	SY	Geo Grid	3.00	3,750.00

**S. 21st Street Railroad Tracks**

46	1.00	LS	Mobe	12,000.00	12,000.00
47	1.00	LS	Traffic Control	1,300.00	1,300.00
48	4.00	EA	Inlet Protection Type "D"	125.00	500.00
49	82.00	CY	Unclassified Excavation (Pvt, DWs & SW)	45.73	3,749.86
50	134.00	LF	Sawing Concrete or Asphalt Pvt(Full Depth)	3.50	469.00
51	84.00	TON	Crushed Aggregate Base Course	18.90	1,587.60
52	108.79	TON	HMA Pavement, Type 4LT 58-28S	144.84	15,757.14
53	1.00	EA	F&I Type J Casting (R-1550-A), Storm	425.00	425.00
54	3.00	EA	Adjusting Manhole Casting	750.00	2,250.00
55	3.00	EA	Adjusting Inlet Casting	750.00	2,250.00
56	6.00	SY	3" Pulverized Topsoil	50.00	300.00
57	6.00	SY	Seed (#40), Fertilizer, Water	20.00	120.00
58	6.00	SY	Erosion Mat Class 1, Urban, Type A	20.00	120.00
59	22.00	LF	Pavement Marking, Epoxy, 18" Stop Line	15.55	342.10
60	588.00	LF	Pavement Marking, Epoxy, 6" Diagonal/Edge	6.75	3,969.00
61	1.00	EA	Pavement Marking, Epoxy, Type 2 Arrow	195.00	<u>195.00</u>

**Total:** 664,297.52

**Less: Retainage** 0.00

Invoice Date: December 1, 2020

INVOICE #: 20041.4

ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
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Less: Previous Payments

(647,418.84)

Balance Due:

16,878.68

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

2020 ASPHALTIC CONCRETE PAVING, WS-20-4

\_\_\_\_\_ , 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 28<sup>TH</sup> day of OCTOBER, 2020.

VINTON CONSTRUCTION COMPANY  
Contractor

Witness: Joyce Cornils

[Signature]



SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

OCT 21 2020  
221-20  
20-46

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Barricade Flasher, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **2020 Asphaltic Concrete Paving WS-20-4** project in 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, **Barricade Flasher, 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 21<sup>st</sup> day of October, 2020

BY: Dennis Lampman

Dennis Lampman, President  
SUBCONTRACTOR

Witness: Adam Sutton

5005

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Crowley Construction Corp.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **2020 Asphaltic Concrete Paving WS-20-4** project in the **City of Manitowoc**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

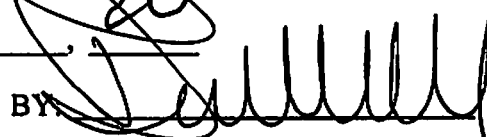
NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Crowley Construction Corp.**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

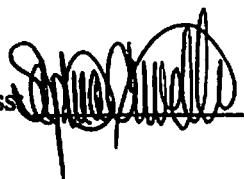
The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully 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 21<sup>st</sup> day of Oct, 2020

BY:   
**Crowley Construction Corp**  
SUBCONTRACTOR

Witness  \_\_\_\_\_

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Great Lakes TV Seal, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **2020 Asphaltic Concrete Paving WS-20-4** project in 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, **Great Lakes TV Seal, 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 20<sup>th</sup> day of October, 2020

BY: \_\_\_\_\_

Great Lakes TV Seal Inc.  
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 **2020 Asphaltic Concrete Paving WS-20-4** project in 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, **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 21 day of October, 2020

BY: Scott Shunk  
Highway Landscapers Inc.  
SUBCONTRACTOR

Witness: Marcy Skudis

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Kuzisaso Construction**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **2020 Asphaltic Concrete Paving WS-20-4** project in 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, **Kuzisaso Construction**, 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 30th day of NOVEMBER, 2020  
BY: 

KUZISASO CONSTRUCTION  
SUBCONTRACTOR

Witness: 

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

Date: October 22, 2020

1. Claimant's Name: Northeast Asphalt Inc.  
Claimant's Address: 1524 Atkinson Drive, Green Bay, WI 54303
2. Property Improved by Contractor's Work :  
 Street address: 2020 Concrete Paving WS-20-4; City of Manitowoc
3. Contractor's Work furnished at the request of:

**VINTON CONSTRUCTION COMPANY**  
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: DocuSigned by:  
*Jon Leach*  
0007A5D2410E4A... Dr  
(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.