



Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$695,994.58  
 CHANGE ORDER #1: \$4,711.50  
 CHANGE ORDER #2-FINAL: \$2,195.97  
\$702,902.05

CONTRACT DATE: April 20, 2020  
 COMPLETION DATE: October 1, 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
Concrete Paving - Maritime Drive											
1.	Mobilization	LS	1	\$28,500.00	1.00	\$28,500.00	1.00	100%	\$28,500.00	0.00	\$0.00
2.	Traffic Control	LS	1	\$7,700.00	1.00	\$7,700.00	1.00	100%	\$7,700.00	0.00	\$0.00
3.	Traffic Control Detour	LS	1	\$900.00	1.00	\$900.00	1.00	100%	\$900.00	0.00	\$0.00
4.	Inlet Protection Type "D"	EA	16	\$95.00	16	\$1,520.00	16	100%	\$1,520.00	0.00	\$0.00
5.	Clearing	ID	23	\$20.00	23	\$460.00	23	100%	\$460.00	0.00	\$0.00
6.	Grubbing	ID	23	\$20.00	23.0	\$460.00	23.0	100%	\$460.00	0.00	\$0.00
7.	Unclassified Excavation (Includes Pavement, Curb, Topsoil)	CY	4,104	\$18.82	4,215	\$79,326.30	4,215	103%	\$79,326.30	0.00	\$0.00
8.	8" Concrete Pavement w/Integral Curb (Doweled)	SY	5,716	\$46.44	5,809	\$269,769.96	5,803	102%	\$269,491.32	(6.00)	(\$278.64)
9.	8" Crushed Aggregate Base Course	SY	6,156	\$5.95	6,183	\$36,788.85	6,183	100%	\$36,788.85	0.00	\$0.00
10.	8" Breaker Run Stone Material (6" and down)	SY	6,156	\$5.95	6,642	\$39,519.90	6,642	108%	\$39,519.90	0.00	\$0.00
11.	Geotextile Fabric Type SAS (Non-woven)	SY	3,053	\$1.50	553	\$829.50	1,380	45%	\$2,070.00	827.00	\$1,240.50
12.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	54	\$10.00	35	\$350.00	35	65%	\$350.00	0.00	\$0.00
13.	1-1/4" Epoxy Coated Dowel Bars (Includes Drilling)	EA	81	\$14.00	104	\$1,456.00	104	128%	\$1,456.00	0.00	\$0.00
14.	Sawing Concrete Sidewalk & Driveway	LF	163	\$3.00	100	\$300.00	100	61%	\$300.00	0.00	\$0.00
15.	Sawing Asphalt Pavement	LF	40	\$3.00	42	\$126.00	42	105%	\$126.00	0.00	\$0.00
16.	Sawing Concrete Pavement, Full Depth	LF	234	\$3.00	248	\$744.00	248	106%	\$744.00	0.00	\$0.00
17.	6" Concrete Sidewalk (Removed & Replaced)	SF	2,025	\$7.95	2,028	\$16,122.60	2,028	100%	\$16,122.60	0.00	\$0.00
18.	6" Concrete Sidewalk w/ 4" C&G	SF	295	\$7.95	295	\$2,345.25	295	100%	\$2,345.25	0.00	\$0.00
19.	Detachable Warning Fields	SF	96	\$40.00	96	\$3,840.00	96	100%	\$3,840.00	0.00	\$0.00
20.	Temporary Sidewalk (Access from N 5th/Buffalo to YMCA)	LS	1	\$4,000.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
21.	3" Pulverized Topsoil	SY	2,409	\$7.50	1,743	\$13,072.50	1,743	72%	\$13,072.50	0.00	\$0.00
22.	Sod, Fertilizer & Water	SY	681.00	\$10.50	707	\$7,423.50	707	104%	\$7,423.50	0.00	\$0.00
23.	Erosion Mat, Urban Class 1, Type A	SY	1,047	\$2.75	1,036	\$2,849.00	1,036	99%	\$2,849.00	0.00	\$0.00
24.	Obliterating Roadway	LS	1	\$8,900.00	1	\$8,900.00	1	100%	\$8,900.00	0.00	\$0.00
25.	Pavement Marking, Epoxy, 4-Inch	LF	1,938	\$2.25	1,967	\$4,425.75	1,967	101%	\$4,425.75	0.00	\$0.00
26.	Pavement Marking, Stop Line, Epoxy, 18-Inch	LF	75	\$16.75	73.00	\$1,222.75	73.00	97%	\$1,222.75	0.00	\$0.00
27.	Pavement Marking, Crosswalk, Epoxy, 6-Inch	LF	459	\$8.50	443	\$3,765.50	443	97%	\$3,765.50	0.00	\$0.00
28.	Pavement Marking, Crosswalk, Epoxy, 12" Bar	LF	198	\$12.25	186	\$2,278.50	186	94%	\$2,278.50	0.00	\$0.00
29.	Pavement Marking, Bike Sharrow Symbol, Epoxy, 4-Inch	EA	7	\$225.00	6	\$1,350.00	6	86%	\$1,350.00	0.00	\$0.00
Subtotal Items 1-29											\$961.86
Storm Sewer - Maritime Drive											
30.	Utility Line Opening	EA	1	\$1,935.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00

PAY ESTIMATE WORKSHEET

FOR 2020 CONCRETE PAVING I

CITY OF MANITOWOC

CONTRACT NO. WS-20-1

PAY ESTIMATE NO.: 3-FINAL

DATE: December 16, 2020

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$695,994.58  
 CHANGE ORDER #1: \$4,711.50  
 CHANGE ORDER #2-FINAL: \$2,195.97  
\$702,902.05

CONTRACT DATE: April 20, 2020

COMPLETION DATE: October 1, 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
31.	Removing Existing Storm Sewer Pipe	LF	326	\$19.25	337	\$6,487.25	337 *	103%	\$6,487.25	0.00	\$0.00
32.	Removing Storm Manholes	EA	3	\$550.00	3	\$1,650.00	3 *	100%	\$1,650.00	0.00	\$0.00
33.	Removing Storm Inlets	EA	10	\$265.00	12.0	\$3,180.00	12.0 *	120%	\$3,180.00	0.00	\$0.00
34.	Adjust Manhole Cover	EA	1	\$400.00	1	\$400.00	1 *	100%	\$400.00	0.00	\$0.00
35.	Furnish & Install 6" PVC Underdrain Pipe W/Sock(SDR-35), Storm Sewer	LF	20	\$30.00	20	\$600.00	20 *	100%	\$600.00	0.00	\$0.00
36.	Furnish & Install 12" PVC SDR-35, Storm Sewer	LF	247	\$71.85	262	\$18,824.70	262 *	106%	\$18,824.70	0.00	\$0.00
37.	Furnish & Install Standard Manhole, Type 1, Storm	VF	4	\$694.00	4.41	\$3,060.54	4.41 *	102%	\$3,060.54	0.00	\$0.00
38.	Furnish & Install Standard Manhole, Type 7, Storm	VF	5	\$674.00	4.98	\$3,356.52	4.98 *	101%	\$3,356.52	0.00	\$0.00
39.	Furnish & Install Type 3 Inlet (2' X 3')	EA	9.00	\$1,820.00	9	\$16,380.00	9 *	100%	\$16,380.00	0.00	\$0.00
40.	Furnish & Install Type "J" Casting (R-1550-A), Storm	EA	4.00	\$415.00	4	\$1,660.00	4 *	100%	\$1,660.00	0.00	\$0.00
41.	Furnish & Install Type "H" Casting (R-3067-R), Diagonal, Storm	EA	13	\$595.00	13.0	\$7,735.00	13.0 *	100%	\$7,735.00	0.00	\$0.00
42.	Furnish & Install Trench Backfill	TON	36	\$17.50	358.25	\$6,269.38	358.25 *	995%	\$6,269.38	0.00	\$0.00
Subtotal Items 30-42											\$0.00
Sanitary Sewer - Maritime Drive											
43.	Removing Sanitary Manholes	EA	2	\$560.00	2	\$1,120.00	2 *	100%	\$1,120.00	0.00	\$0.00
44.	Furnish & Relay 8" PVC SDR-35, Sanitary Sewer	LF	49	\$114.00	46	\$5,244.00	46 *	94%	\$5,244.00	0.00	\$0.00
45.	Furnish & Relay 12" PVC SDR-35, Sanitary Sewer	LF	22	\$147.00	20	\$2,940.00	20 *	91%	\$2,940.00	0.00	\$0.00
46.	Furnish & Install Standard Manhole, Type 1, San	VF	16	\$571.00	16.24	\$9,273.04	16.24 *	101%	\$9,273.04	0.00	\$0.00
47.	Furnish & Install Type "J" Casting (R-1550-A), with "T" Gasket	EA	2	\$416.00	2	\$832.00	2 *	100%	\$832.00	0.00	\$0.00
48.	Furnish & Install Trench Backfill	TON	104	\$17.50	200	\$3,500.00	200 *	192%	\$3,500.00	0.00	\$0.00
49.	Televiser Sanitary Sewer Pipe	LF	605	\$3.30	602	\$1,986.60	602 *	100%	\$1,986.60	0.00	\$0.00
Subtotal Items 43-49											\$0.00
Water Main - Maritime Drive											
50.	Adjusting 5" Water Valve Box Covers	EA	6	\$350.00	7	\$2,450.00	7 *	117%	\$2,450.00	0.00	\$0.00
Subtotal Items 50											\$0.00
Concrete Paving - Renata Lane											
51.	Mobilization	LS	1	\$5,000.00	1	\$5,000.00	1 *	100%	\$5,000.00	0.00	\$0.00
52.	Traffic Control	LS	1	\$700.00	1	\$700.00	1 *	100%	\$700.00	0.00	\$0.00
53.	Sediment Log	LF	20	\$15.00	0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
54.	Borrow Excavation	CY	15	\$1.00	15	\$15.00	15 *	100%	\$15.00	0.00	\$0.00

Contractor: Vinton Construction Company

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CONTRACT DATE: April 20, 2020  
 COMPLETION DATE: October 1, 2020

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	QUANTITY		COST WORK		% OF WORK		COST WORK	
					PREVIOUS COMPLETED	COMPLETED	PREVIOUS COMPLETED	COMPLETED	COMPLETED TO DATE	COMPLETED TO DATE	COMPLETED TO DATE	COMPLETED TO DATE
55.	Fine Grading (for Concrete Pavement)	SY	638	\$3.00		606	\$1,818.00	606 *	95%	\$1,818.00	0.00	\$0.00
56.	7" Concrete Pavement w/Integral Curb	SY	576	\$49.00		575	\$28,175.00	575 *	100%	\$28,175.00	0.00	\$0.00
57.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	14	\$10.00		17	\$170.00	17 *	121%	\$170.00	0.00	\$0.00
58.	Sawing Concrete Pavement, Full Depth	LF	5	\$10.00		0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
59.	6" Concrete Sidewalk/Driveway	SF	655	\$7.95		667.3	\$5,305.04	667.3 *	102%	\$5,305.04	0.00	\$0.00
60.	Fine Grading (for Asphalt Cul-De-Sac)	SY	571	\$5.66		561	\$3,175.26	561 *	98%	\$3,175.26	0.00	\$0.00
61.	3" H.M.A., Type 4LT 58-28S	SY	547	\$24.60		550	\$13,530.00	550 *	101%	\$13,530.00	0.00	\$0.00
62.	Tack Coat	GAL	27	\$3.89		0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
63.	Furnish & Install Aggregate Shoulder (Crushed Limestone Screenings)	LF	224	\$9.00		218	\$1,962.00	218 *	97%	\$1,962.00	0.00	\$0.00
64.	Terrace Preparation/Restoration	SY	276	\$3.00		191	\$573.00	191 *	69%	\$573.00	0.00	\$0.00
65.	3" Pulverized Topsoil	SY	276	\$7.50		191	\$1,432.50	191 *	69%	\$1,432.50	0.00	\$0.00
66.	Seed (#40), Fertilizer, Mulch & Water	SY	276	\$2.50		191	\$477.50	191 *	69%	\$477.50	0.00	\$0.00
67.	Temporary Mailboxes	EA	1	\$500.00		1	\$500.00	1 *	100%	\$500.00	0.00	\$0.00
68.	Remove and Replace Mailboxes (Complete Unit)	EA	3	\$250.00		3	\$750.00	3 *	100%	\$750.00	0.00	\$0.00
Subtotal Items 51-68												\$0.00
Sanitary Sewer - Roneta Lane												
69.	Adjust Manhole Covers (Sanitary )	EA	1	\$400.00		1	\$400.00	1 *	100%	\$400.00	0.00	\$0.00
Subtotal Items 69												\$0.00
Water Main - Roneta Lane												
70.	Adjusting 5" Water Valve Box Covers	EA	2	\$350.00		0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
Subtotal Items 70												\$0.00
CO#1	Seed, Fertilizer and Water on Maritime Dr.	SY	1,047	\$4.50		1,036	\$4,662.00	1,036 *	99%	\$4,662.00	0.00	\$0.00
<b>TOTAL FOR CONTRACT WS-20-2</b>							<b>\$701,940.19</b>			<b>\$702,902.05</b>		<b>\$961.86</b>
<b>TOTAL PAYMENT</b>							<b>97.5%</b>	<b>\$684,540.33</b>	<b>100.0%</b>	<b>\$702,902.05</b>	<b>97.5%</b>	<b>\$18,361.72</b>

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

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

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 CONCRETE PAVING II, WS-20-1

\_\_\_\_\_ 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





SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

OCT 21 2020

279-70

20-68

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 Concrete Paving II WS-20-1** 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 Teetow

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Brickline, Inc.** as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **2020 Concrete Paving II WS-20-1** 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, **Brickline, 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 26 day of October, 2020

BY: Jara Schult

Brickline Inc.  
SUBCONTRACTOR

Witness: Cheryl R Bruck

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 Concrete Paving II WS-20-1 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, sub-

contractor 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 Shuman*

SUBCONTRACTOR

Highway Landscapers, Inc.

Witness: *Mary St. Hiko*



**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 Concrete Paving II WS-20-1** 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 30<sup>TH</sup> day of NOVEMBER, 2020

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

KUZISASO CONSTRUCTION  
SUBCONTRACTOR

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

Joyce Cornils

**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 II WS-20-1; 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:   
(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, **Martell Construction, Inc.** as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **2020 Concrete Paving II WS-20-1** 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, **Martell Construction, 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.

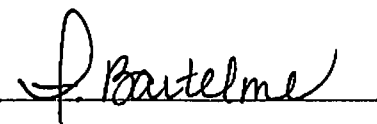
IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 21<sup>st</sup> day of October, 2020

BY: 

Martell Construction  
SUBCONTRACTOR

Witness:





**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-20-1

**Terms: Net-30**

**VCC#** 20059

Invoice Date: December 11, 2020

**INVOICE #:** 20059.3

ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
Work completed thru December 11, 2020 Concrete Paving - Maritime Drive & Roneta Lane - WS-20-1 <u>Pay App#3 - Final</u>					
<b><u>Maritime Drive (Concrete Paving)</u></b>					
1	1.00	LS	Mobe	28,500.00	28,500.00
2	1.00	LS	Traffic Control	7,700.00	7,700.00
3	1.00	LS	Traffic Control Detour	900.00	900.00
4	16.00	EA	Inlet Protection Type "D"	95.00	1,520.00
5	23.00	ID	Clearing	20.00	460.00
6	23.00	ID	Grubbing	20.00	460.00
7	4,215.00	CY	Unclassified Exc (Incl Pvt, Curb, Topsoil)	18.82	79,326.30
8	5,803.00	SY	8" Concrete Pvt w/Integral Curb (Doweled)	46.44	269,491.32
9	6,183.00	SY	8" Crushed Agg Base Course	5.95	36,788.85
10	6,642.00	SY	8" Breaker Run Stone Material (6" and down)	5.95	39,519.90
11	1,380.00	SY	Geotextile Fabric Type SAS (Non-woven)	1.50	2,070.00
12	35.00	EA	3/4" Epoxy Coated Tie Bars (Incl Drilling)	10.00	350.00
13	104.00	EA	1-1/4" Epoxy Coated Dowel Bars (Incl Drilling)	14.00	1,456.00
14	100.00	LF	Sawing Concrete Sidewalk & Driveway	3.00	300.00
15	42.00	LF	Sawing Asphalt Pavement	3.00	126.00
16	248.00	LF	Sawing Concrete Pavement, Full Depth	3.00	744.00
17	2,028.00	SF	6" Concrete Sidewalk (R&R)	7.95	16,122.60
18	295.00	SF	6" Concrete Sidewalk w/ 4" CABC	7.95	2,345.25
19	96.00	SF	Detectable Warning Fields	40.00	3,840.00
20	0.00	LS	Temp Sidewalk (Access from N 5th/Buffalo to Y	4,000.00	0.00
21	1,743.00	SY	3" Pulverized Topsoil	7.50	13,072.50
22	707.00	SY	Sod, Fertilizer & Water	10.50	7,423.50
23	1,036.00	SY	Erosion Mat, Urban Class 1, Type A	2.75	2,849.00
24	1.00	LS	Obliterating Roadway	8,900.00	8,900.00
25	1,967.00	LF	Pvt Mrkg, Epoxy, 4"	2.25	4,425.75

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ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
26	73.00	LF	Pvt Mrkg, Stop Line, Epoxy, 18"	16.75	1,222.75
27	443.00	LF	Pvt Mrkg, Crosswalk, Epoxy, 6"	8.50	3,765.50
28	186.00	LF	Pvt Mrkg, Crosswalk, Epoxy, 12" Bars, Alt.	12.25	2,278.50
29	6.00	EA	Pvt Mrkg, Bike Sharrow Symbol, Epoxy, White	225.00	1,350.00

**Maritime Drive (Storm Sewer)**

30	0.00	EA	Utility Line Opening	1,935.00	0.00
31	337.00	LF	Removing Existing Storm Sewer Pipe	19.25	6,487.25
32	3.00	EA	Removing Storm Manholes	550.00	1,650.00
33	12.00	EA	Removing Storm Inlets	265.00	3,180.00
34	1.00	EA	Adjust Manhole Cover	400.00	400.00
35	20.00	LF	F&I 6" PVC Underdrain Pipe W/Sock(SDR-35),S	30.00	600.00
36	262.00	LF	F&I 12" PVC SDR-35, Storm Sewer	71.85	18,824.70
37	4.41	VF	F&I Standard Manhole, Type 1, Storm	694.00	3,060.54
38	4.98	VF	F&I Standard Manhole, Type 7, Storm	674.00	3,356.52
39	9.00	EA	F&I Type 3 Inlet (2' X 3')	1,820.00	16,380.00
40	4.00	EA	F&I Type "J" Casting (R-1550-A), Storm	415.00	1,660.00
41	13.00	EA	F&I Type "H" Casting (R-3067-R), Diagonal, Str	595.00	7,735.00
42	358.25	TON	F&I Trench Backfill	17.50	6,269.38

**Maritime Drive (Sanitary Sewer)**

43	2.00	EA	Removing Sanitary Manholes	560.00	1,120.00
44	46.00	LF	Furnish & Relay 8" PVC SDR-35, Sanitary Sewer	114.00	5,244.00
45	20.00	LF	Furnish & Relay 12" PVC SDR-35, Sanitary Sewer	147.00	2,940.00
46	16.24	VF	F&I Standard Manhole, Type 1, Sanitary	571.00	9,273.04
47	2.00	EA	F&I Type "J" Casting (R-1550-A), with "T" Gask	416.00	832.00
48	200.00	TON	F&I Trench Backfill	17.50	3,500.00
49	602.00	LF	Televiser Sanitary Sewer Pipe	3.30	1,986.60

**Maritime Drive (Watermain)**

50	7.00	EA	Adjusting 5" Water Valve Box Covers	350.00	2,450.00
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**Roneta Lane (Concrete Paving)**

51	1.00	LS	Mobe	5,000.00	5,000.00
52	1.00	LS	Traffic Control	700.00	700.00
53	0.00	LF	Sediment Log	15.00	0.00
54	15.00	CY	Borrow Exc	1.00	15.00
55	606.00	SY	Fine Grading (for Concrete Pavement)	3.00	1,818.00
56	575.00	SY	7" Concrete Pavement w/Integral Curb	49.00	28,175.00
57	17.00	EA	3/4" Epoxy Coated Tie Bars (Incl Drilling)	10.00	170.00
58	0.00	LF	Sawing Concrete Pavement, Full Depth	10.00	0.00
59	667.30	SF	6" Concrete Sidewalk/Driveway	7.95	5,305.04
60	561.00	SY	Fine Grading (for Asphalt Cul-De-Sac)	5.66	3,175.26
61	550.00	SY	3" H.M.A., Type 4LT 58-285	24.60	13,530.00
62	0.00	GAL	Tack Coat	3.89	0.00



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ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
63	218.00	LF	F&I Agg Shoulder (Crushed Limestone Screenin	9.00	1,962.00
64	191.00	SY	Terrace Preparation/Restoration	3.00	573.00
65	191.00	SY	3" Pulverized Topsoil	7.50	1,432.50
66	191.00	SY	Seed (#40),Fertilizer, Mulch & Water	2.50	477.50
67	1.00	EA	Temporary Mailboxes	500.00	500.00
68	3.00	EA	R&R Mailboxes (Complete Unit)	250.00	750.00
<b><u>Roneta Lane (Sanitary Sewer)</u></b>					
69	1.00	EA	Adjust Mannhole Covers (Sanitary )	400.00	400.00
<b><u>Roneta Lane (Watermain)</u></b>					
70	0.00	EA	Adjusting 5" Water Valve Box Covers	350.00	0.00
<b><u>-- CHANGE ORDER #1 - Martime &amp; N.5th --</u></b>					
75	1,036.00	SY	Place Seed(Mlx#40), Fertilizer, & Water	4.50	<u>4,662.00</u>
<b>TOTAL:</b>					<b>702,902.05</b>
<b>Less: 5% Retainage</b>					<b>0.00</b>
<b>Less: Previous Payments</b>					<b><u>-684,540.33</u></b>
<b>BALANCE DUE:</b>					<b><u>18,361.72</u></b>