

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$2,490,345.99
 FINAL CHANGE ORDER: (\$90,582.40)
\$2,399,763.59

CONTRACT DATE: April 16, 2018
 COMPLETION DATE: October 31, 2018

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
DEWEY ST. - S. 10TH ST. TO S. 26TH ST.											
CONCRETE PAVEMENT RECONSTRUCTION											
1.	Mobilization	LS	1	\$35,000.00	1.00	\$35,000.00	1.00 *	100%	\$35,000.00	0.00	\$0.00
2.	Traffic Control	LS	1	\$17,500.00	1.00	\$17,500.00	1.00 *	100%	\$17,500.00	0.00	\$0.00
3.	Clearing	EA	89	\$20.00	98	\$1,960.00	98 *	110%	\$1,960.00	0.00	\$0.00
4.	Grubbing	EA	171	\$15.00	164	\$2,460.00	164 *	96%	\$2,460.00	0.00	\$0.00
5.	Inlet Protection Type "D"	ID	54	\$85.00	27.0	\$2,295.00	27.0 *	50%	\$2,295.00	0.00	\$0.00
6.	Unclassified Excavation (Incl. Pavement, Curb, Concrete Islands Removals)	CY	18,894	\$14.00	18,669.0	\$261,366.00	18,669.0 *	99%	\$261,366.00	0.00	\$0.00
7.	9" Concrete Pavement w/Integral Curb (Doweled)	SY	31,091	\$37.32	31,644	\$1,180,954.08	31,644 *	102%	\$1,180,954.08	0.00	\$0.00
8.	9" Concrete Pavement HES 8-bag w/Integral Curb (Doweled) Intersection Tie-ins	SY	399	\$44.25	0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
9.	Concrete Pavement Gaps	EA	20	\$1,000.00	17	\$17,000.00	17 *	85%	\$17,000.00	0.00	\$0.00
10.	8" Crushed Aggregate Base Course	SY	33,845	\$5.35	32,747	\$175,196.45	32,747 *	97%	\$175,196.45	0.00	\$0.00
11.	8" Breaker Run Stone Material (6" and down)	SY	10,449	\$5.35	10,061	\$53,826.35	10,061 *	96%	\$53,826.35	0.00	\$0.00
12.	Geotextile Fabric, Type SAS (non-woven)	SY	23,396	\$1.20	21,688	\$26,025.60	21,688 *	93%	\$26,025.60	0.00	\$0.00
13.	1/2" Epoxy Coated Tie Bars (Includes Drilling) Driveways	EA	80	\$7.00	57	\$399.00	57 *	71%	\$399.00	0.00	\$0.00
14.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	232	\$8.00	272	\$2,176.00	272 *	117%	\$2,176.00	0.00	\$0.00
15.	1-1/4" Epoxy Coated Dowel Bars (Includes Drilling)	EA	171	\$12.00	81	\$972.00	81 *	47%	\$972.00	0.00	\$0.00
16.	Concrete Median Sloped Nose	SF	52	\$10.00	44	\$440.00	44 *	85%	\$440.00	0.00	\$0.00
17.	4" Concrete Sidewalk (Removed & Replaced)	SF	2,176	\$6.15	2,387	\$14,680.05	2,387 *	110%	\$14,680.05	0.00	\$0.00
18.	6" Concrete Sidewalk/Driveway (Removed & Replac	SF	11,488	\$6.81	10,504	\$71,532.24	10,504 *	91%	\$71,532.24	0.00	\$0.00
19.	8" Concrete Sidewalk/Driveway (Removed & Replac	SF	2,766	\$7.50	2,980	\$22,350.00	2,980 *	108%	\$22,350.00	0.00	\$0.00
20.	8" Concrete Driveway w/ Integral Curb Removed & Replaced) International Paper	SF	1,601	\$7.50	1,267	\$9,502.50	1,267 *	79%	\$9,502.50	0.00	\$0.00
21.	3" H.M.A. Driveway, Type 4 LT 58-28S (Removed & Replaced)	SY	10	\$161.30	11	\$1,774.30	11 *	110%	\$1,774.30	0.00	\$0.00
22.	Tack Coat	GAL	0.25	\$15.15	0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
23.	Detectable Warning Fields	SF	208	\$30.00	208	\$6,240.00	208 *	100%	\$6,240.00	0.00	\$0.00
24.	Sawing Concrete Sidewalk & Driveway	LF	65	\$3.00	75	\$225.00	75 *	115%	\$225.00	0.00	\$0.00
25.	Sawing Asphalt Pavement	LF	40	\$3.00	29	\$87.00	29 *	73%	\$87.00	0.00	\$0.00
26.	Sawing Concrete Pavement, Full Depth	LF	907	\$2.50	1,083.00	\$2,707.50	1,083.00 *	119%	\$2,707.50	0.00	\$0.00
27.	3" Pulverized Topsoil	SY	5,607	\$6.50	4,516	\$29,354.00	4,645 *	83%	\$30,192.50	129.00	\$838.50
28.	Sod, Fertilizer, and Water	SY	1,951	\$6.75	1,560	\$10,530.00	1,640 *	84%	\$11,070.00	80.00	\$540.00
29.	Seed (Mixture No. 40), Fertilizer & Water	SY	3,656	\$1.60	2,956	\$4,729.60	3,005 *	82%	\$4,808.00	49.00	\$78.40
30.	Erosion Mat, Urban Class 1, Type A	SY	3,656	\$1.80	2,956.0	\$5,320.80	3,005.0 *	82%	\$5,409.00	49.00	\$88.20
31.	Regal Elm Tree 2"-2 1/2" B&B (Ulmus Regal)	EA	1	\$600.00	1	\$600.00	1 *	100%	\$600.00	0.00	\$0.00
32.	Temporary Mailboxes (15 Mailboxes Per Bank)	EA	3	\$750.00	3.0	\$2,250.00	3.0 *	100%	\$2,250.00	0.00	\$0.00
33.	Remove and Replace Mailbox (Complete Unit)	EA	35	\$100.00	35.0	\$3,500.00	35.0 *	100%	\$3,500.00	0.00	\$0.00
34.	Landmark Reference Monuments	EA	2	\$520.00	2	\$1,040.00	2 *	100%	\$1,040.00	0.00	\$0.00
35.	Utility Line Opening	EA	3	\$880.00	0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00

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36.	Pavement Marking, Epoxy, 4-Inch	LF	10,432	\$0.69	10,068	\$6,946.92	10,068 *	97%	\$6,946.92	0.00	\$0.00
37.	Pavement Marking, Channelizing, Epoxy, 8-Inch	LF	170	\$2.20	106	\$233.20	106 *	62%	\$233.20	0.00	\$0.00
38.	Pavement Marking, Stop Line, Epoxy, 18-Inch	LF	288	\$9.75	214.0	\$2,086.50	214.0 *	74%	\$2,086.50	0.00	\$0.00
39.	Pavement Marking, Crosswalk, Epoxy, 6-Inch	LF	1,641	\$7.50	1,637	\$12,277.50	1,637 *	100%	\$12,277.50	0.00	\$0.00
40.	Pavement Marking, Crosswalk, Epoxy, 12-Inch, Alternate (Form #905)	LF	744	\$11.00	684	\$7,524.00	684 *	92%	\$7,524.00	0.00	\$0.00
41.	Pavement Marking, Diagonal, Epoxy, 8-Inch	LF	185	\$6.75	139	\$938.25	139 *	75%	\$938.25	0.00	\$0.00
42.	Pavement Marking, Arrows, Epoxy, Type 2	EA	2	\$250.00	2	\$500.00	2 *	100%	\$500.00	0.00	\$0.00
43.	Pavement Marking, Words, Epoxy	EA	1	\$300.00	1	\$300.00	1 *	100%	\$300.00	0.00	\$0.00
44.	Pavement Marking, Curb, Epoxy	LF	20	\$5.50	20	\$110.00	20 *	100%	\$110.00	0.00	\$0.00
45.	Pavement Marking, Island Nose, Epoxy	EA	2	\$150.00	2	\$300.00	2 *	100%	\$300.00	0.00	\$0.00
SUB TOTAL (ITEMS NO.1 TO NO.45)						\$1,995,209.84			\$1,996,754.94		\$1,545.10
DEWEY ST - S. 10TH ST TO S. 26TH ST.											
STORM SEWER											
46.	Removing Existing Storm Sewer Pipe	LF	413	\$9.15	406.0	\$3,714.90	406.0 *	98%	\$3,714.90	0.00	\$0.00
47.	Removing Storm Manholes	EA	4	\$400.00	4.0	\$1,600.00	4.0 *	100%	\$1,600.00	0.00	\$0.00
48.	Removing Storm Inlets	EA	11	\$250.00	14	\$3,500.00	14 *	127%	\$3,500.00	0.00	\$0.00
49.	Reconnect Storm Building Service	EA	2	\$136.00	2	\$272.00	2 *	100%	\$272.00	0.00	\$0.00
50.	Chimney Replacement Storm Manhole	EA	6	\$200.00	6	\$1,200.00	6 *	100%	\$1,200.00	0.00	\$0.00
51.	Furnish & Install 6" PVC Undersdrain Pipe w/Sock (SDR-35)	LF	343	\$31.00	347.0	\$10,757.00	347.0 *	101%	\$10,757.00	0.00	\$0.00
52.	Furnish & Install 6" PVC (SDR-35)	LF	12	\$27.50	3	\$82.50	3 *	25%	\$82.50	0.00	\$0.00
53.	Furnish & Install 10" R.C.P. Class III, Storm Sewer	LF	47	\$52.60	0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
54.	Furnish & Install 12" R.C.P. Class III, Storm Sewer	LF	326	\$46.75	377	\$17,624.75	377 *	116%	\$17,624.75	0.00	\$0.00
55.	Furnish & Install 15" R.C.P. Class III, Storm Sewer	LF	32	\$49.30	36	\$1,774.80	36 *	113%	\$1,774.80	0.00	\$0.00
56.	Stone Trench (Form #428A)	LF	106	\$30.00	90	\$2,700.00	90 *	85%	\$2,700.00	0.00	\$0.00
57.	Furnish & Install Standard Manhole, Type 1	VF	24.84	\$410.00	27.65	\$11,336.50	27.65 *	111%	\$11,336.50	0.00	\$0.00
58.	Furnish & Install Standard Manhole, Type 4	VF	3.74	\$560.00	3.57	\$1,999.20	3.57 *	95%	\$1,999.20	0.00	\$0.00
59.	Furnish & Install Non-Standard Manhole, Type 9	VF	6	\$1,618.00	6.0	\$9,708.00	6.0 *	100%	\$9,708.00	0.00	\$0.00
60.	Furnish & Install Type 3 Inlet (2' X 3')	EA	12	\$1,490.00	13.0	\$19,370.00	13.0 *	108%	\$19,370.00	0.00	\$0.00
61.	Furnish & Install Type "J" Casting (R-1550-A),	EA	24	\$599.00	23	\$13,777.00	23 *	96%	\$13,777.00	0.00	\$0.00
62.	Furnish & Install Type "H" Casting (R-3067-R), Diagonal, Storm	EA	44	\$757.00	44	\$33,308.00	44 *	100%	\$33,308.00	0.00	\$0.00
63.	Furnish & Install Type "J" Casting (R-1689-A), Storm (4" Haight)	EA	1	\$599.00	1	\$599.00	1 *	100%	\$599.00	0.00	\$0.00
64.	Furnish & Install Trench Backfill	TON	102	\$4.52	0	\$0.00	0 *	0%	\$0.00	0.00	\$0.00
65.	Clean 6" Storm Sewer	LF	328	\$3.50	216	\$756.00	216 *	66%	\$756.00	0.00	\$0.00

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66.	Clean 12" Storm Sower	LF	265	\$3.50	177	\$619.50	264 *	100%	\$924.00	87.00	\$304.50
67.	Televis 6" Storm Sower	LF	328	\$3.50	216	\$756.00	216 *	66%	\$756.00	0.00	\$0.00
68.	Televis 12" Storm Sower	LF	265	\$3.50	177	\$619.50	264 *	100%	\$924.00	87.00	\$304.50
SUB TOTAL (ITEMS NO.46 TO NO.68)						\$136,074.65			\$136,683.65		\$609.00
DEWEY ST - S. 10TH ST TO S. 26TH ST. SANITARY SEWER											
69.	Removing Sanitary Manhole	EA	3	\$515.00	3	\$1,545.00	3 *	100%	\$1,545.00	0.00	\$0.00
70.	Reconnect Sanitary Building Service	EA	47	\$1,197.00	35	\$41,895.00	35 *	74%	\$41,895.00	0.00	\$0.00
71.	Chimney Replacement Sanitary Manhole	EA	4	\$200.00	4	\$800.00	4 *	100%	\$800.00	0.00	\$0.00
72.	Resurfacing Sanitary Manhole w/Comentitious Lin	VF	74.02	\$175.00	74.06	\$12,960.50	74.06 *	100%	\$12,960.50	0.00	\$0.00
73.	Resurfacing Sanitary Manhole Bench & Channel w/Comentitious Liner	EA	7	\$300.00	8	\$2,400.00	8 *	114%	\$2,400.00	0.00	\$0.00
74.	Furnish & Relay 6" PVC Riser (SDR-26)	LF	53	\$184.00	97.5	\$17,940.00	97.5 *	184%	\$17,940.00	0.00	\$0.00
75.	Furnish & Relay 6" PVC Building Sewer (SDR-26)	LF	1,203	\$81.00	799.5	\$64,759.50	799.5 *	66%	\$64,759.50	0.00	\$0.00
76.	Furnish & Relay 8" PVC Pipe (SDR-35)	LF	78	\$72.80	77.5	\$5,642.00	77.5 *	99%	\$5,642.00	0.00	\$0.00
77.	Furnish & Install Standard Manhole, Type 1	VF	33.74	\$490.00	33.66	\$16,493.40	33.66 *	100%	\$16,493.40	0.00	\$0.00
78.	Furnish & Install Type "J" Casting (R-1550-A), with "T" Gasket	EA	24	\$614.00	24	\$14,736.00	24 *	100%	\$14,736.00	0.00	\$0.00
79.	Furnish & Install Trench Backfill	TON	1,986	\$4.52	240	\$1,084.80	240 *	12%	\$1,084.80	0.00	\$0.00
80.	Televis Sanitary	LF	4,789	\$0.84	3,070.0	\$2,578.80	3,070.0 *	64%	\$2,578.80	0.00	\$0.00
SUB TOTAL (ITEMS NO.69 TO NO.80)						\$182,835.00			\$182,835.00		\$0.00
DEWEY ST - S. 10TH ST. TO S. 26TH ST. WATER SERVICES & TELEPHONE STRUCTURES											
81.	Relay 1 1/4" Water Service Pipe (Poly) Long	EA	35	\$1,745.00	32.0	\$55,840.00	32.0 *	91%	\$55,840.00	0.00	\$0.00
82.	Relay 1 1/4" Water Service Pipe (Poly) Short	EA	13	\$1,206.00	8.0	\$9,648.00	8.0 *	62%	\$9,648.00	0.00	\$0.00
83.	Relay 2" Water Service Pipe (Poly) Long	EA	2	\$2,713.00	4	\$10,852.00	4 *	200%	\$10,852.00	0.00	\$0.00
84.	Adjusting 5" Water Valve Box Covers	EA	36	\$150.00	37	\$5,550.00	37 *	103%	\$5,550.00	0.00	\$0.00
85.	Adjusting Telephone Cover	EA	5	\$400.00	4.0	\$1,600.00	4.0 *	80%	\$1,600.00	0.00	\$0.00
SUB TOTAL (ITEMS NO.81 TO NO.85)						\$83,490.00			\$83,490.00		\$0.00
TOTAL FOR CONTRACT WS-18-1						\$2,397,609.49			\$2,399,763.59		\$2,154.10
TOTAL PAYMENT						97.4%	\$2,335,350.84	100.0%	\$2,399,763.59	100.0%	\$64,412.75

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

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

*O.K. to Pay
 J.M. 6/25/19*

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 **Project WS-18-1, Concrete Pavement, City of Manitowoc, Manitowoc County, Wisconsin**, 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 8th day of January, 2019.



Vinton Construction Company - CONTRACTOR

Witness: Joyce Corvils

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Century Fence Company**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **Project WS-18-1, Concrete Pavement, City of Manitowoc, Manitowoc County, 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, **Century Fence 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 **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, *in-full and final payment of \$ 31,246.37 .*

This 4th day of January, 2019

BY: 

Timothy McChesney, Vice President
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 Project WS-18-1, Concrete Pavement, City of Manitowoc, Manitowoc County, 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, **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 14 day of March, 2019

BY:

Scott Skinkis

Highway Landscapers, Inc
SUBCONTRACTOR

Witness:

Mary Skinkis

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 **Project WS-18-1, Concrete Pavement, City of Manitowoc, Manitowoc County, 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, **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, 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 7 day of JAN, 2019
BY: [Signature]
Kuzisaso
SUBCONTRACTOR

Witness: Joyce Cornils

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Mega Rentals, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **Project WS-18-1, Concrete Pavement, City of Manitowoc, Manitowoc County, 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, **Mega Rentals, 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 4th day of January, 2018

BY:

Kelli Chi

Mega Rentals

SUBCONTRACTOR

Witness:

Amy Eggers

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **January 15, 2019**

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: **614738 C/O Manitowoc Concrete Paving - Dewey St. Manitowoc, WI**

3. Contractor's Work furnished at the request of:

VINTON CONSTRUCTION CO., INC.
P.O. 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:  **TEAVP**
(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, **Northern Pipe, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **Project WS-18-1, Concrete Pavement, City of Manitowoc, Manitowoc County, 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, **Northern Pipe, 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 90 day of January, 2019

BY: _____

Northern Pipe, Inc.
SUBCONTRACTOR

Witness: _____

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, SMI, as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the Project WS-18-1, Concrete Pavement, City of Manitowoc, Manitowoc County, 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, SMI, 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.

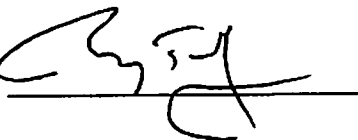
This 4th day of January, 2019

BY:



Paul M Steinbrecher
SUBCONTRACTOR SMI, Inc

Witness:



SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Kip Gulseth Construction Company, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **Project WS-18-1, Concrete Pavement, City of Manitowoc, Manitowoc County, 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, **Kip Gulseth Construction Company, 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 21st day of January, 2019

BY:


KIP GULSETH CONSTRUCTION
SUBCONTRACTOR

Witness:

Carlos Simais